SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION

OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON

GRADING, DRAINAGE, STRUCTURES, PAVING & SIGNING
US97: SPANISH HOLLOW CREEK & TROUT CREEK BRIDGES

PROJECT
THE DALLES - CALIFORNIA & SHERMAN HWYS
JEFFERSON AND SHERMAN COUNTIES

DECEMBER 21, 2017

The Agency will hold a prebid meeting for all holders of Solicitation Documents at the Room 201 of the Fort Dalles Readiness Center, located at 402 East Scenic Drive in The Dalles, Oregon at 10:00 AM on December 4, 2017.
PREFACE

General:

These Specifications, provisions, and Special Provisions are issued for the information of Bidders submitting Bids for the Project or Work described herein at the time and place specifically indicated herein, subject to such revision as may be made in accordance with provisions stated below, and will be incorporated in and made a part of any Contract for said Project or Work that may be awarded on the basis of a Bid received at said specifically indicated time and place.

Revisions Prior to Bid Closing:

All information herein is subject to revision by the Chief Engineer at any time prior to the time specified herein for the receiving of Bids. Prospective Bidders for the Work are responsible for checking the Agency website for Addenda. The website should be checked weekly until the week of Bid Closing and daily the week of Bid Closing.

Booklet May Be Retained by Bidder:

This booklet need not be returned to the Agency, either with the Bid or otherwise.
DESCRIPTION OF WORK

and

TIME AND PLACE OF RECEIVING BIDS

The work to which the Specifications, provisions, and Special Provisions contained herein apply, the time and place at which Bids for the Work are to be received, and other information pertinent to the Specifications and provisions, including any statements required to accompany the Bid, and their application are described and stated on the sheet or sheets inserted between printed pages [2] and [3] hereof.
DESCRIPTION OF WORK

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be at 9:00:00 a.m. on the 21st day of December, 2017. Bids will be received by Marie Wright, Construction Contracts Manager at the following time and places:

Before 9:00:00 a.m. on the day of Bid Closing.

For Bids submitted by mail or parcel delivery service, send to:

ODOT Procurement Office - Construction Contracts Unit, MS# 2-2
3930 Fairview Industrial Drive SE
Salem, Oregon 97302-1166.

For Bids submitted by hand delivery, date stamp the Bid with the provided date stamping device and place into the ODOT Procurement Office Bid Box located in the lobby of:

Oregon Department of Transportation
3930 Fairview Industrial Drive SE
Salem, Oregon 97302.

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 9:00:00 a.m. on the day of Bid Closing.

PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening for the work described above will be in the lobby of Oregon Department of Transportation, 3930 Fairview Industrial Drive SE, Salem, Oregon, beginning at 9:00:00 a.m. on the day of Bid Closing.

COMPLETION TIME LIMIT

See Subsection 00180.50(h).

CLASS OF PROJECT

This is a Federal-Aid Project.
CLASS OF WORK

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

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Robert Townsend, Project Manager, 63055 N Highway 97, Building M, Bend 97703; Email Robert.L.Townsend@ODOT.state.or.us. All requests for information must be in writing with reference to the Project name.
# TABLE OF CONTENTS FOR SPECIAL PROVISIONS

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS (FHWA-1273)  
ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS  
EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS  
EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS  
ODOT POLICY STATEMENT DBE PROGRAM  
DBE SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
ASSIGNED DBE CONTRACT GOAL  
REIMBURSABLE FEDERAL ON-THE-JOB AND APPRENTICESHIP TRAINING  
TRIBAL EMPLOYMENT RIGHTS ORDINANCE  
INDIAN PREFERENCE IN EMPLOYMENT ON FEDERAL-AID HIGHWAY PROJECTS  
MEMORANDUM OF UNDERSTANDING  
INDIAN GOALS AND COMPLIANCE FEE  
PROJECT WAGE RATES  
WORK TO BE DONE........................................................................................................ 1  
SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS........................................................................................................ 2  
SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES................................................................. 3  
SECTION 00130 - AWARD AND EXECUTION OF CONTRACT ......................................................................... 4  
SECTION 00140 - SCOPE OF WORK................................................................................................................. 4  
SECTION 00150 - CONTROL OF WORK.............................................................................................................. 4  
SECTION 00160 - SOURCE OF MATERIALS ..................................................................................................... 8  
SECTION 00165 - QUALITY OF MATERIALS .................................................................................................... 9  
SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES ................................................................. 9  
SECTION 00180 - PROSECUTION AND PROGRESS......................................................................................... 10  
SECTION 00190 - MEASUREMENT OF PAY QUANTITIES............................................................................... 12  
SECTION 00195 - PAYMENT.......................................................................................................................... 12  
SECTION 00196 - PAYMENT FOR EXTRA WORK............................................................................................. 17  
SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK............................................................................. 17  
SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS...................................................................... 17  
SECTION 00210 - MOBILIZATION.................................................................................................................. 18  
SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC..................................................................... 18  
SECTION 00225 - WORK ZONE TRAFFIC CONTROL..................................................................................... 20  
SECTION 00235 - AGENCY PROVIDED MATERIAL SOURCES AND DISPOSAL SITES......................................................... 24  
SECTION 00245 - TEMPORARY WATER MANAGEMENT.................................................................................. 29  
SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT....................................................... 33  
SECTION 00255 - TEMPORARY SUPPORT FOR EXISTING BRIDGE.................................................................. 36  
SECTION 00256 - TEMPORARY RETAINING WALLS....................................................................................... 48  
SECTION 00270 - TEMPORARY FENCES.......................................................................................................... 53  
SECTION 00280 - EROSION AND SEDIMENT CONTROL............................................................................... 53  
SECTION 00290 - ENVIRONMENTAL PROTECTION ...................................................................................... 53  
SECTION 00294 - CONTAMINATED MEDIA................................................................................................... 64  
SECTION 00295 - ASBESTOS MATERIALS......................................................................................................... 67  
SECTION 00296 - PAINT AND PAINTED MATERIALS..................................................................................... 68  
SECTION 00305 - CONSTRUCTION SURVEY WORK....................................................................................... 71  
SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS............................................................ 72
SECTION 00320 - CLEARING AND GRUBBING ................................................................. .72
SECTION 00330 - EARTHWORK .............................................................................. .72
SECTION 00331 - SUBGRADE STABILIZATION ...................................................... .73
SECTION 00335 - BLASTING METHODS AND PROTECTION OF EXCAVATION BACKSLOPES .............................................................................. .73
SECTION 00350 - GEOSYNTHETIC INSTALLATION ............................................. .73
SECTION 00370 - FINISHING ROADBEDS ............................................................. .74
SECTION 00390 - RIPRAP PROTECTION ................................................................. .74
SECTION 00396 - SHOTCRETE SLOPE STABILIZATION ...................................... .75
SECTION 00406 - TUNNELING, BORING, AND JACKING ............................... .83
SECTION 00415 - VIDEO PIPE INSPECTION ......................................................... .83
SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE ........................................................................................................ .83
SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS .......................... .83
SECTION 00480 - DRAINAGE CURBS .................................................................... .83
SECTION 00501 - BRIDGE REMOVAL ................................................................. .84
SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL ....................... .84
SECTION 00512 - DRILLED SHAFTS ...................................................................... .90
SECTION 00520 - DRIVEN PILES .......................................................................... .91
SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE ....................... .92
SECTION 00535 - RESIN BONDED ANCHOR SYSTEMS .................................... .93
SECTION 00540 - STRUCTURAL CONCRETE ......................................................... .94
SECTION 00542 - CONCRETE REPAIR ............................................................... 104
SECTION 00545 - REINFORCED CONCRETE BRIDGE END PANELS ............ 111
SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS .............. 111
SECTION 00560 - STRUCTURAL STEEL BRIDGES ............................................. 112
SECTION 00582 - BRIDGE BEARINGS ............................................................... 112
SECTION 00585 - EXPANSION JOINTS ............................................................... 113
SECTION 00587 - BRIDGE RAILS ....................................................................... 113
SECTION 00592 – BRIDGE JACKING ................................................................. 113
SECTION 00620 - COLD PLANE PAVEMENT REMOVAL ................................. 115
SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS ............ 115
SECTION 00730 - EMULSIFIED ASPHALT TACK COAT .................................... 116
SECTION 00738 - SAFETY EDGE ....................................................................... 116
SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL
ACCEPTANCE .................................................................................................. 116
SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES .... 118
SECTION 00810 - METAL GUARDRAIL ............................................................. 119
SECTION 00820 - CONCRETE BARRIER ............................................................. 119
SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS ............ 119
SECTION 00842 - FACILITY IDENTIFICATION MARKERS ............................. 119
SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS ........ 119
SECTION 00857 - Rumble STRIPS ..................................................................... 119
SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH
PERFORMANCE ............................................................................................... 120
SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS .... 121
SECTION 00920 - SIGN SUPPORT FOOTINGS ................................................... 121
SECTION 00930 - METAL SIGN SUPPORTS .................................................... 121
SECTION 00940 - SIGNS .................................................................................. 122
SECTION 01011 - STORMWATER CONTROL, PONDS ..................................... 123
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving & Signing

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY
  BIOFILTRATION SWALE..........................................................125
SECTION 01013 - STORMWATER CONTROL, WATER QUALITY BIOSLOPE....127
SECTION 01030 - SEEDING ..................................................................130
SECTION 01040 - PLANTING .................................................................132
SECTION 01050 - FENCES .................................................................133
SECTION 01091 - WATERWAY ENHANCEMENTS.................................134
SECTION 01140 - POTABLE WATER PIPE AND FITTINGS .....................137
SECTION 01150 - POTABLE WATER VALVES ......................................137
SECTION 02001 - CONCRETE .............................................................139
SECTION 02520 - STEEL AND CONCRETE PILES .................................141
BID SCHEDULE
SPECIFICATIONS and PROVISIONS

Subject to such revision as may be made in accordance with provisions stated in the Preface hereto, the Specifications and provisions stated on the sheets inserted between printed pages [4] and [5] hereof are additional required provisions and supplements, identified by this reference as a part of the Specifications, which will be incorporated in and made a part of any Contract that may be awarded for the Work on the basis of a Bid received at the time and places stated herein under the headings "Description of Work" and "Time and Places of Receiving Bids (Bid Closing)".
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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). 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 design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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). 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 bid proposal or request for proposal 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).

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 immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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
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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. Actions by the contractor, either directly or through union'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, 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, national origin, age or disability; making full efforts to obtain qualified and/or qualified 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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 contracting agency deems appropriate.

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 projects and to all related construction subcontracts of $10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

   a. All laborers and mechanics employed or working upon the site of the work shall be paid at rates which are fair and reasonable, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classifications 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 classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall 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. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

   (3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal-assisted contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

b. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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 as 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.

9. Disputes concerning labor standards. 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen 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.

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 thereof shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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” 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 includes all 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:

   (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.

2. 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. 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.

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

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 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.

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 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).

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 fact 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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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 disqualified such a person from participation in this transaction.

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.

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.

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 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.
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. 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) 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;

(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; 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.

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

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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:

<table>
<thead>
<tr>
<th>Goal and Timetable for Female Utilization Statewide</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Timetable</strong></td>
</tr>
<tr>
<td>From Apr. 1, 1980 until further notice</td>
</tr>
</tbody>
</table>
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;
   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 manner.

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.
I. 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:

http://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 PR-1391. This report shall be sent directly to ODOT Office of Civil Rights.

**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 nonsegregated 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.
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**

<table>
<thead>
<tr>
<th>Area</th>
<th>Aspirational</th>
</tr>
</thead>
<tbody>
<tr>
<td>ODOT Region 1</td>
<td>Women 14% - Minority 20%</td>
</tr>
<tr>
<td>ODOT Region 2, 3, 4, &amp; 5</td>
<td>Women 14% - Minority 14%</td>
</tr>
</tbody>
</table>

Neither the Contractor nor its subcontractors are under any obligation to meet any aspirational targets.
Oregon Department of Transportation
Policy Statement
Disadvantaged Business Enterprise (DBE) Program

The Oregon Department of Transportation (ODOT) is committed to a Civil Rights Program that includes participation of Disadvantaged Business Enterprises (DBEs) in ODOT contracting opportunities. ODOT has established a DBE program in accordance with U.S. Department of Transportation (USDOT) regulations 49 CFR Part 26, as revised January 28, 2011.

It is ODOT’s policy never to exclude any person from participation in, deny any person the benefits of, or otherwise discriminate on the basis of race, color, sex, or national origin in the award and administration of USDOT-assisted contracts. It is ODOT’s policy to ensure DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Director of ODOT establishes the DBE policy for the department. The Manager of the Office of Civil Rights (OCR) is delegated as the DBE Liaison Officer. In that capacity, the Manager of OCR, in coordination with all ODOT personnel, is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ODOT in its financial assistance agreements with the USDOT. It is the expectation of the Director that all ODOT personnel shall adhere to the intent as well as the provisions and procedures of the DBE Program.

ODOT circulates this policy to the following in accordance with the DBE program: (1) The Oregon Transportation Commission, (2) ODOT personnel involved with USDOT-assisted work, and (3) Members of the DBE and non-DBE business community that perform or are interested in performing work on ODOT contracts. The complete DBE Program and the overall goal calculation reports are available for review at:

ODOT Office of Civil Rights
355 Capitol Street NE, MS 31
Salem, Oregon 97301-3871

ODOT Office of Civil Rights web page at:

If you have any questions or would like further information regarding this program, please contact the Office of Civil Rights Manager, Angela M. Ramos, by telephone at (503) 986-4350, by fax at (503) 986-6382, or by e-mail at Angela.M.Ramos@odot.state.or.us.

Matthew Garrett
Director, Oregon Department of Transportation

Date

[Signature]

09-01-17
SP00027_ODOT_DBE_POLICY
01.00 DBE Policy and Authorities:

(a) DBE Policy, Required Assurance, and Applicability - As required by 49 CFR Part 26, the Oregon Department of Transportation (ODOT) and the Contractor agree to abide by and take all necessary and reasonable steps to comply with the policy set out below:

(1) DBE Policy - It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assisted contracts. Consequently, the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR part 26 apply to this agreement.

(2) DBE Required Assurance - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) DBE Applicability - This applies to all public improvement projects financed in whole or in part with federal funds received from FHWA, FTA and FAA through the ODOT. The ODOT and its Contractors shall conform to all applicable civil rights laws, orders, and regulations. ODOT and its Contractors shall not discriminate on the basis of race, age, sex, color, religion, national origin, mental or physical disability, political affiliation, or marital status in the award and performance of ODOT contracts.

(b) Authorities - These DBE Supplemental Required Contract Provisions are authorized by the following laws, rules, regulations and guidelines, which, in conjunction with any pertinent policy memoranda or procedures issued by the FHWA, all of which are incorporated by reference into the provisions, govern the ODOT's administration of the DBE Program.

The USDOT Regulations (49 CFR Part 26) published in the Federal Register, effective March 4, 1999, established a requirement that all recipients of USDOT funds establish a DBE Program. The regulations are applicable both to ODOT's Federal-aid construction and to its non-construction activities.

The USDOT's legal authority for its DBE regulations includes Executive Order 11625 (October 13, 1971), which required that federal executive agencies develop comprehensive plans and programs to encourage minority business participation. USDOT requires ODOT to establish a DBE Program as a condition for receiving USDOT federal funds.
Title VI, Civil Rights Act of 1964. This Act concerns non-discrimination in federally assisted programs or activities on the grounds of race, color, sex or national origin.

The Program is also subject to the following laws: Section 30 of the Airport and Airway Development Act of 1970 and Section 520 of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety Capacity Expansion Act of 1987; Section 905 of the Railroad Act of 1978 (45 USC 903); and Section 19 of the Urban Mass Transportation Act of 1964, as amended (Public Law 95-599).

Oregon Revised Statutes, Chapters 200 and 279.

Oregon Administrative Rules, Chapter 121, Division 50, MBE/WBE Certification.

The Contractor agrees that these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions (including all references) shall be incorporated into all subcontracts, regardless of tier, and into any agreements with Committed DBEs, regardless of form of agreement.

02.00 Abbreviations and Definitions - Abbreviations and definitions of words and phrases used in connection with the DBE Program are as follows:

(a) Abbreviations:

COBID - Certification Office of Business Inclusion and Diversity, which is authorized to certify DBE firms according to federal regulations

DBE - Disadvantaged Business Enterprise

FAA - Federal Aviation Administration

FHWA - Federal Highway Administration

FTA - Federal Transit Administration

ODOT - Oregon Department of Transportation

USDOT - United States Department of Transportation

(b) Definitions:

Assigned DBE Contract Goal - An assigned numerical percentage value of the total dollar amount of a Contract Award that is allocated solely for DBE participation.

Broker - A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the contract.

Certification Directory of DBEs - A publication (available in paper or Internet) listing all DBEs which are currently certified by the COBID. The Directory is provided to the
Contractor for use in identifying DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE contract goal.

**Certified Disadvantaged Business Enterprise** - A business firm certified by the COBID, indicating that it:

- Meets the criteria outlined in 49 CFR part 26 regarding certification as a DBE; and
- Possesses the required resources and expertise to perform designated types of work.

**Commercially Useful Function (CUF)** - Commercially useful function and related DBE crediting rules are set out fully in 49 CFR 26.55. In part, 49 CFR 26.55(c) defines commercially useful function as follows:

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

**Committed DBE** - A Committed DBE firm is one that was identified by the Contractor to meet an assigned DBE contract goal as a condition of Contract Award, and includes any substitute DBE that has subsequently been committed work to meet the assigned DBE contract goal. A non-Committed DBE is one that was hired on a race- and gender-neutral basis and has not been identified as a substitute Committed DBE.

**Commodity Codes** - Codes assigned by the COBID to indicate the standard types of work the DBE provides.

**Contractor's DBE Liaison Officer** - The individual designated by the Contractor to assist the Contractor in meeting the Contractor's responsibility of compliance with the legal requirements of the DBE program and with the contractual obligations imposed by these supplementary provisions including but not limited to assuring that the DBE subcontractors on this project perform a commercially useful function.

**DBE Eligibility** - A firm is eligible to participate as a DBE if it meets the criteria as established by the federal DBE regulations in 49 CFR part 26 and enforced by the certifying agency, COBID. A firm will no longer be able to participate as a DBE on current or future contracts when it receives notification of decertification, denial of recertification, or notice of graduation by the certifying agency.

**Equipment** - All machinery, tools, and apparatus needed to complete the contract.
Federal-Aid Contract - For the purposes of these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions, any contract including consultant agreements or modifications of a contract between ODOT and a Contractor which is paid for in whole or in part with USDOT financial assistance from FHWA, FTA or FAA.

Good Faith Efforts - Efforts required to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the assigned DBE contract goal. Good faith efforts are required before Bid Opening, upon Contract Award, and continue throughout the performance of the contract to maximize DBE participation.

Joint Venture (DBE) - An ODOT certified enterprise consisting of two or more businesses formed to jointly carry out a single highway construction project, one or more of which is a certified DBE (see Section 8.00).

Managerial Control - Consistent with normal industry practice, management shall include scheduling work operations, ordering equipment and materials (if materials are part of the contract), preparing and submitting payrolls and all other required reports and forms, and hiring and firing employees, including supervisory employees.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Operational Control - Consistent with normal industry practice, the DBE shall supervise the daily operations of the work contracted. There are only two acceptable ways for the DBE to supervise the daily operations. The DBE owner may act as superintendent and directly supervise the work or a skilled and knowledgeable superintendent employed by and paid wages by the DBE shall directly supervise the work. If the latter is used, the DBE owner shall be actively involved in making the operational and managerial decisions of the firm.

Regular Dealer - A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the DBE firm shall engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment. Any supplementing of a regular dealer’s own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis, and such equipment shall be operated by the DBE’s own employees. Brokers and packagers shall not be regarded as regular dealers within the meaning of this definition.

Subcontract - A subcontracting arrangement is generally considered to exist when a person or firm assumes an obligation to perform a part of the contract work and the following conditions are present:

• Compensation for performance of work is on a unit price or lump sum basis.
• The subcontractor exercises full control and authority over the subcontracted work, including the furnishing of labor and equipment and choice of work methods, with only general supervision being exercised by the Contractor.

• Personnel involved in the operation are under the direct supervision of the subcontractor and are included on the subcontractor's payroll.

• The ODOT has provided written consent to the subcontract arrangement, regardless of tier.

All conditions involved should be considered and no one condition alone will normally determine whether a subcontract actually exists. (See 00180.21.)

**Type of Work** - Specific descriptions of work which the DBE is certified in the Certification Directory of DBEs as having the expertise and resources necessary to perform.

**03.00 Assigned DBE Contract Goal** - In order to increase DBE participation on ODOT contracts, for any project with an assigned DBE contract goal for DBE participation, the Contractor is required to select a portion of work available on the project for DBE participation. The Contractor may use DBE subcontractors, suppliers, manufacturers or professional service providers to fulfill the assigned DBE contract goal as long as the DBE is certified in the types of work selected. The assigned DBE contract goal on a project remains in effect throughout the life of the contract. Dollar values of participation shall be credited toward meeting the assigned DBE contract goal based on DBE gross earnings.

According to 49 CFR 26.87(j)(2), if a Contractor has executed a subcontract with a firm before the ODOT notifies the firm of its ineligibility, the Contractor may continue to use the firm on the contract and may continue to receive credit toward its assigned DBE contract goal for the firm's work. If the ODOT awards the contract to a DBE prime Contractor that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after ODOT issued the notice of ineligibility shall not count toward the ODOT overall goal, but may count toward the assigned DBE contract goal. Under 49 CFR 26.87(j)(3) there is an exception: if the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the ODOT may continue to count its participation on the contract toward overall and assigned DBE contract goals.

In determining whether a DBE Contractor has met an assigned DBE contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers will be counted.

According to 49 CFR 26.71(n), DBE firms are certified only for specific types of work. If a DBE firm has not been certified prior to Bid Opening, for the type of work it is intending to perform on a given contract, then the firm's participation on that contract cannot count toward assigned DBE contract or overall goals.

The assigned DBE contract goal for the project is listed on the "Assigned DBE Contract Goal" sheet at the end of these provisions.
04.00 Subcontracting Limitations:

(a) **DBE Subcontractors** - All DBE subcontractors committed to perform a function or service as a condition of contract award, or for replacing the performance of a Committed DBE, shall perform a commercially useful function according to Section 09.00. If it is determined by ODOT that the DBE subcontractor is unable to perform a commercially useful function, ODOT will notify the Contractor prior to subcontract approval. The Contractor shall either provide evidence that the DBE subcontractor is able to perform a commercially useful function, or replace the DBE subcontractor with another DBE who has been certified to perform the bid item subcontracted according to Section 10.00(c). If the Contractor cannot provide sufficient evidence the DBE subcontractor has the ability to perform a CUF, and/or refuses to replace the DBE, the Contractor may be declared in default and the contract could be terminated according to the Oregon Standard Specifications for Construction subsection 00180.90(a).

(b) **Second Tier DBE Subcontracts** - Second tier DBE subcontracts may be counted toward the Contractor's assigned DBE contract goal provided the subcontract was listed in the original DBE commitment prior to bid award.

05.00 DBE Subcontract, Sub-Subcontract(s), and Other Agreement Documents:

(a) **Committed DBEs** - All work committed to a DBE toward meeting an assigned DBE contract goal, including work to be performed by a substitute Committed DBE, shall be performed under a written agreement according to 00160.01 and 00180.21. The agreement shall fully describe any partial pay item work committed to be performed by DBE firms.

(b) **Non-Committed DBEs** - Work to be performed by a non-Committed DBE shall be in accordance with 00160.01, 00180.20, and 00180.21.

06.00 Good Faith Efforts Requirements - The Contractor is required to exercise good faith efforts during the entire life of the contract to meet the assigned DBE contract goal and to maximize DBE participation and performance on the contract. Good faith efforts shall be made to secure DBE participation sufficient to meet the assigned DBE contract goal. The Contractor shall also make every reasonable effort during the course of the project to enable DBE firms to perform those portions of the contract work for which they have been committed.

The Contractor shall make good faith efforts to replace with another DBE, a DBE who is unable or unwilling to perform, unable to perform a commercially useful function, or has changed its ownership and/or control. Section 10.00 discusses the procedures that shall be followed to terminate a Committed DBE and replace the firm with a substitute.

The Engineer may request the Contractor to submit evidence of Good Faith Efforts at any time during the course of the contract and the Contractor shall promptly submit such evidence.
07.00 DBE Work Plan Proposal Form - The Contractor shall require each DBE participating on the project as a subcontractor and each Committed DBE, regardless of work type or form of agreement, to complete the "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" (Form 734-2165A). The form shall be filled-in electronically, then printed, and signed by an authorized representative of the DBE and of the Contractor. The Contractor shall submit the completed form to the Engineer. Form 734-2165A is available on the ODOT Office of Civil Rights website at:

http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/forms.aspx

For Committed DBEs, the Contractor shall submit the completed DBE Work Plan Proposals to the Engineer at or before the pre-construction conference. For non-Committed DBE subcontractors, the Contractor shall submit the completed forms to the Engineer in time for review of the Contractor’s request for consent to use the DBE subcontractor on the project.

The purpose of the DBE Work Plan Proposal is to preview whether the proposed activities and type of work identified will comply with DBE program regulations, particularly with respect to commercially useful function and crediting rules. The Contractor shall ensure the form is completed with sufficient information about the DBE’s intended work, personnel, equipment, materials, and performance to allow the Agency to determine whether the DBE’s proposed performance will meet commercially useful function requirements. Additional information and documentation may be requested by the Agency as needed to alleviate program compliance concerns and must be provided promptly according to 49 CFR 26.109.

The DBE Work Plan Proposal specifically solicits information regarding the following:

(a) Type of Work - List the types of work the DBE will perform.

(b) Personnel Required - List the names and/or craft classifications for personnel who will perform. Indicate whether the individual is regularly employed by the DBE, or the source from which the individual was or is to be recruited.

(c) Equipment Required - List the items of equipment that will be used on the project. Indicate whether the equipment is owned, rented or leased. If rented or leased, consent to the rental or lease shall be obtained from the Agency prior to beginning of the work.

(d) Supplies and Materials Required - List the supplies and materials that will be used on the project. Indicate the source, by name, address, and phone number, from which supplies and materials will be obtained. For a DBE supplier committed to meet an assigned DBE contract goal, attach documentation showing how the DBE meets manufacturer, regular dealer, or broker requirements, as applicable to the credit being claimed and provide any additional explanation needed regarding ordering, scheduling, and delivery according to subsection (f) below.

(e) Prime Contractor Resources - Discuss any plans for the DBE to share any resources of the Contractor, e.g. personnel, equipment, tools, or facilities.

(f) Additional Information - Provide comments or explanation of any of the information provided above. Include information related to joint check arrangements or any plans
the DBE has to subcontract work to a lower tier or perform work through a specialty contractor.

The Engineer and Office of Civil Rights (OCR) Field Coordinator will review the proposals and may provide written comments as to whether the activities and type of work identified in the proposals complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations.

08.00 Contractor Pre-construction Conference Reporting - The Contractor shall deliver the following information to the Engineer at or before the Pre-construction Conference:

- The name of the DBE liaison officer who will administer the Contractor's DBE program. Said officer or the officer's designee shall attend the conference.
- Contractor's project schedule showing the work commencement date and estimated completion date for each DBE that will perform work on the project.
- "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" for all Committed DBEs that are performing work on the project regardless of contracting tier.

09.00 Commercially Useful Function - The Contractor is responsible for ensuring that DBE firms working on the project perform a commercially useful function (CUF). The Contractor shall receive credit toward meeting the assigned DBE contract goal and payment for DBE commercially useful function performed work only.

An on-site review will be used to ascertain whether the DBE is actively performing, managing, and supervising the work. It shall employ a labor force which is separate and apart from that employed by the Contractor, and which is independently recruited by the DBE according to standard industry practice. The DBE shall supervise and manage the work or independently hire a supervisor, who may not be a supervisor employed by the Contractor or any other subcontractor on the project.

With regard to the Federal-aid share, if an investigation reveals that there has been a violation of the CUF provisions, that portion of the work found to be in violation would not be counted toward goal achievement for either the Contractor or the Agency.

When a DBE is presumed not to be performing a CUF as described in this section, the DBE may present evidence through the Contractor to the Agency to rebut that presumption.

(a) The DBE (Not Some Other Business Entity) Shall Actually Perform the Subcontract - The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract shall be consistent with industry standards and shall demonstrate that the DBE and not some other business entity is actually performing the subcontract. For example, if a DBE associates itself too closely with another business entity or entities, in acquiring a labor force, supervisors, equipment or materials to an extent inconsistent with industry standards, the DBE can no longer be said to be actually performing the subcontract because a partnership or joint venture, of which the DBE is a member, is the actual performer of the subcontract.
(b) **DBE's Work Force** - The DBE shall solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The DBE owner or its superintendent shall, on a full-time basis, supervise and control the work of the contract. The DBE may with the prior written consent of the Engineer augment its work force with personnel of another firm. The Engineer shall approve the request only when:

- Specialized skills are required, and
- The use of such personnel is for a limited time period.

(c) **DBE Equipment** - The DBE is expected to perform the work with equipment that is owned, being purchased, or leased by the DBE under a written lease agreement that has been consented to by the Engineer prior to the DBE starting work. No credit will be given, nor payment made for the cost of equipment leased or rented and used in the DBE firm's work when payment for those costs is made by a deduction from the Contractor's payment(s) to the DBE firm.

The DBE may lease specialized equipment, provided a written rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is consented to by the Engineer prior to the DBE starting work. The Engineer will consent to the lease agreement only when:

- The equipment is of a specialized nature,
- The equipment is readily available at the job site,
- The operation of the equipment is under the full control of the DBE,
- The lease arrangement is for a short term,
- The lease arrangement for the specialized equipment in question is a normal industry practice, and
- The DBE shall hire, direct, supervise, control and carry the operator of the equipment on the DBE payroll.

(d) **DBE Trucking Firms** - Whenever a DBE trucking firm has been committed to meet an assigned DBE contract goal, the Contractor shall ensure that the Committed DBE individually identifies each truck intended for use on the Project on its "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" or an attached list.

The Contractor shall furnish a daily log of all trucking work performed under the Committed DBE's subcontract. The "Daily DBE Trucking Log" (Form 734-2916), (or an approved equal that contains all the information on the ODOT form, including the certification) shall be completed for each day work is performed under the DBE's subcontract. The Daily DBE Trucking Log shall identify all trucks under the management and supervision of the DBE subcontractor used on the Project.

The Contractor shall submit the Daily DBE Trucking Log to the Engineer on a weekly basis and no later than 14 Calendar Days after the first recorded date in the logs. For owner-operator trucks, the Contractor shall comply with 00170.65(b-4).

The following factors will be used to determine if a DBE Trucking firm is performing a CUF:
• The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

• The DBE shall itself own and operate at least one fully licensed, insured and operational truck used on the contract.

• The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

• The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

• According to 49 CFR 26.55(d)(5) the DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by the non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangements.

• For the purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

(e) DBE Flagging Firms - DBE flagging firms shall be responsible for ensuring all their dispatched employees meet the required certification and licensing requirements and for furnishing their employees with equipment (in this case, paddles and radios) to perform the committed work. This does not preclude the DBE’s employees from supplementing with their own equipment.

10.00 Termination and Substitution of DBEs - The Contractor shall notify the Engineer in writing of the termination or substitution of any DBE participating on the project. For Committed DBEs, the Contractor shall obtain written consent from the Engineer before terminating and, if required to meet the assigned DBE contract goal, replacing a Committed DBE with a substitute. Written consent for terminating the performance of any Committed DBE will be granted only where the Contractor can demonstrate good cause that the DBE is unable, unwilling or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or replacement of a Committed DBE will not be consented to based solely on a Contractor’s ability to negotiate a more advantageous contract with another subcontractor.

(a) Contractor Notice of Termination of a Non-Committed DBE - The Contractor shall notify the Agency in writing of plans to terminate a non-Committed DBE. Include the name of the non-Committed DBE to be terminated, a brief explanation of the reason for termination, and the adjusted DBE subcontract or agreement amount.
(b) Contractor Written Request to Terminate a Committed DBE - All Contractor requests to terminate, substitute or replace a Committed DBE, including a partial termination or substitution of work committed to a DBE, shall be in writing and shall include the following information:

- Date the Contractor determined the DBE to be unwilling, unable or ineligible to perform.
- Projected date Contractor will require substitution or replacement DBE to commence work if consent is granted to the request.
- Brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable or ineligible to perform.
- Brief statement of the affected DBE's capacity and ability to perform the work as determined by Contractor.
- Brief statement of facts regarding actions taken by Contractor that are believed to constitute good faith efforts toward enabling the DBE to perform.
- To date percentage of work completed on each bid item by the DBE.
- The total dollar amount paid, per bid item, to date for work performed by the DBE.
- The total dollar amount, per bid item, remaining to be paid to the Committed DBE for work completed, but for which the DBE has not received payment and with which the Contractor has no dispute.
- The total dollar amount, per bid item, remaining to be paid to the DBE for work completed, but for which the DBE has not received payment and over which the Contractor and/or the DBE have dispute.
- A written, signed statement from the DBE, provided the DBE concurs with request to terminate, indicating its unwillingness or inability to perform.

(c) Contractor Written Notice to Committed DBE of Pending Request to Terminate and Substitute with Another DBE - The Contractor shall send a copy of the request to terminate and substitute letter to the affected Committed DBE in conjunction to submitting the request to the Engineer. The affected DBE firm may submit a response letter to the Engineer within five Calendar Days of receiving the notice from the Contractor. The affected DBE firm may explain its position concerning performance on the committed work. The Engineer will consider both the Contractor's request and DBE's response and explanation before approving the Contractor's termination and substitution request. If the Contractor is unsuccessful in notifying the affected DBE firm, after trying its best to deliver a copy of its request letter, the Agency may determine that the affected Committed DBE is unable or unwilling to continue the contract and a substitution will be immediately approved by the Engineer.

(d) Proposed Substitution of Another Certified DBE - When a Committed DBE substitution shall occur, the Contractor may submit another eligible DBE firm to replace the original committed firm in writing. The Contractor shall submit the name of the DBE firm, the proposed work to be performed, and the dollar amount of the work. The Contractor shall give pertinent information including bid item, item description, bid quantity and unit, unit price, and total price. In addition, the Contractor shall submit a written DBE Work Plan for the requested substitute DBE according to Section 07.00. The dollar value of work to be performed by the substitute DBE shall be in an amount
equal to the dollar value of the amount committed to the terminated DBE, minus the value of work performed to date by the DBE, prior to the request for substitution. Should the Contractor be unable to commit the required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Agency will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal. The Contractor shall document the steps taken to obtain participation which demonstrate the good faith efforts outlined below:

- Evidence that the Contractor attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBE firms of contracting and subcontracting or material supply opportunities available on the project;
- Evidence that the Contractor identified and selected specific economically feasible units of the project to be performed by DBE firms in order to increase the likelihood of participation by DBE firms;
- Evidence that the Contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;
- Evidence that the Contractor provided written notice to a reasonable number of specific DBE firms, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
- Evidence that the Contractor followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. The Contractor should provide the following information as evidence:
  - The names, addresses, and telephone numbers of DBE firms who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBE firms to determine with certainty whether the DBE firms were interested;
  - A description of the information provided to the DBE firms regarding the plans and specifications and estimated quantities for portions of the work to be performed;
  - Documentation of each DBE contacted, but rejected and the reasons for the rejection.
- Evidence that the Contractor provided interested DBE firms with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- Evidence that the Contractor negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- Evidence that the Contractor advised and made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by ODOT or Contractor;
- Evidence that the Contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;
- Evidence that the Contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and
Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

- Evidence that the Contractor used the services of ODOT’s Supportive Services Contractor(s).

11.00 Changes in Work Committed to DBEs - The Agency will consider the impact on DBE participation in instances where the Agency changes, reduces, or deletes work committed to a DBE at the time of contract award. In such instances, the Contractor shall not be required to replace the work but is encouraged to do so. If the prime Contractor proposes any changes that involve a Committed DBE, the Contractor shall notify the affected DBE of the proposed change, reduction, or deletion of any work committed at the time of contract award prior to executing the change order. The Contractor shall enable the affected DBE to participate in the change order request and will make every effort to maintain the Committed DBE percentage that was the condition of contract award. Documentation of this effort and a letter from the DBE agreeing to the change shall be included with the request.

12.00 Contractor Payments to Subcontractors and Suppliers:

(a) DBE-Related Records - The Contractor shall maintain records of all subcontracts or other agreements entered into with DBE firms and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor or vendor.

(b) Prompt Payment and Release of Retainage - The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than ten Calendar Days from receipt of each payment the Contractor receives from the ODOT. The Contractor shall also return retainage payments to each subcontractor within ten Calendar Days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer. This policy applies to both DBE and non-DBE contractors.

(c) Paid Summary Reports - The Contractor shall submit a "Paid Summary Report" (Form 734-2882) to the Engineer certifying payments made to all of the following:

- All subcontractors
- Committed DBE suppliers
- Non-Committed DBE suppliers and service providers with estimated total payments for the Project over $10,000.

The Contractor shall submit the completed and signed Paid Summary Report to the Engineer within 20 days of receipt of payment from the Agency for each month in which payments were made to each subcontractor, each Committed DBE supplier, and each non-Committed DBE supplier or service provider with estimated total payments for the Project over $10,000. At the completion of the project, submit Form 734-2882 recapping the total amounts paid to each subcontractor, and each Committed DBE supplier, and
each non-Committed DBE supplier or service provider with estimated total payments for the Project over $10,000.

The Contractor shall require each subcontractor at every tier to comply with the requirement to submit Form 734-2882 within 20 days of receipt of payment from its controlling contractor and provide a recap of the total amounts paid at the completion of the project or completion of their Work.

Forms shall be submitted to an email address provided to the Contractor at the Preconstruction Conference.

_The participation of a DBE subcontractor will not be credited towards the Contractor's assigned DBE contract goal, or the overall goal, until the amount being counted toward the goal, and any retainage held by the Contractor has been paid to the DBE._

**13.00 Remedies** - Failure of any Contractor to meet the requirements cited in Section 01.00(b) constitutes a breach of contract for which the imposition of the following sanctions could occur:

- Temporarily withholding progress payments until the Contractor complies with these provisions through future performance.
- Permanently withholding payment for work already performed in a manner that constitutes a breach of contract.
- Suspension of work according to the Oregon Standard Specifications for Construction, subsections 00150.00 and 00180.70.

Any Bidder or Contractor or subcontractor on a public contract that violates the provisions of ORS 200.075 shall have its right to bid on or participate in any public contract suspended for up to 90 days for a first violation, up to one year for a second violation and up to five years for a third violation.

Each violation shall remain on record for five years. After five years, the violation shall no longer be considered in reviewing future violations.

Failure of a Bidder, Contractor, or subcontractor to comply with the requirements cited in Section 01.00(b) when there appears to be evidence of criminal conduct, shall be referred to the Oregon Department of Justice and/or the FHWA Inspector General for criminal investigation, and if warranted, prosecution.

**14.00 Records and Reports** - The Contractor shall keep such project records as are necessary to determine compliance with these DBE Supplemental Required Contract Provisions, including but not limited to records on equipment usage, fuel consumption, invoicing, and payments. Such records shall include written reports from the DBE Liaison Officer to the Contractor as to the performance of the committed DBE and its performance of a commercially useful function. Contractor shall provide the Engineer with records on equipment and fuel logs and other records needed to verify compliance with commercially useful function and DBE crediting requirements.
15.00 **Further Information** - The Disadvantaged Business Enterprise Supplemental Required Contract Provisions shall be incorporated into and attached to all agreements and contracts on projects financed in whole or in part with federal funds.

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact, in writing, the DBE Program Manager not later than one week prior to the project Bid Opening at ocrinforequest@odot.state.or.us.

Other requests may be directed to:

Oregon Department of Transportation  
Office of Civil Rights MS 23  
3930 Fairview Industrial Dr., S.E.  
Salem, OR 97302  
Phone: 503-986-4350  
Fax: 503-986-6382  
ocrinforequest@odot.state.or.us
The minimum Assigned DBE Contract Goal for this Project is 3%.

(Overall DBE program goal for ODOT is set at 11.6% for FHWA funded Contracts for federal fiscal years 2017 and 2018.)

A Certification Directory of DBEs is available from the Certification Office of Business Inclusion and Diversity (COBID) website at: https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp or by telephone at 503-986-0075.
REIMBURSABLE FEDERAL ON-THE-JOB and APPRENTICESHIP TRAINING

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

SECTION 1: ABBREVIATIONS AND DEFINITIONS

(a) Abbreviations

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

EEO - Equal Employment Opportunity

OCR - Office of 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 OCR website at:

http://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 OCR website at: http://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 OCR. 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 OCR website at:

http://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx

SECTION 5: MONITORING AND COMPLIANCE

The Contractor has the primary responsibility to monitor compliance levels throughout the Contract and to ensure the Training Goal is met. If the Contractor decides any of the training hours are to be provided by a Subcontractor, the Contractor shall ensure that the Subcontract contains the appropriate training clauses that obligate the Subcontractor. This shall not relieve the Contractor of the Contractor’s primary responsibility.
At the request of the Agency, the Contractor will meet with the Agency to review records related to training. The Agency, through meetings and progress records provided by the Contractor, will provide the Contractor with informational compliance and reimbursement data including:

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

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

SECTION 6: MEASUREMENT AND PAYMENT

(a) General

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

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

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

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

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

Examples of achieving the Training Goal:

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

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

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

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

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

Examples of not achieving the Training Goal:

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

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

If, as a result of a line item deduction, a net amount is due the Agency, the Contractor shall pay the Agency within 45 Calendar Days of notice of such deficiency.
TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

CONFEDERATED TRIBES OF THE WARM SPRINGS INDIAN RESERVATION

February 24, 2015
TRIBAL EMPLOYMENT RIGHTS ORDINANCE

TABLE OF CONTENTS

CHAPTER 1. GENERAL PROVISIONS .................................................. 1
    SECTION 1.01. Title ............................................................. 1
    SECTION 1.02. Purpose ....................................................... 1
    SECTION 1.03. Statement of Policy ....................................... 1
    SECTION 1.04. Jurisdiction .................................................. 2
    SECTION 1.05. Definitions .................................................. 2

CHAPTER 2. TRIBAL EMPLOYMENT RIGHTS OFFICE ............................. 4
    SECTION 2.01. Program Manager ............................................ 4
    SECTION 2.02. General Authorities ....................................... 5
    SECTION 2.03. Specific Authorities ....................................... 5

CHAPTER 3. TRIBAL EMPLOYMENT RIGHTS PROGRAM ........................... 6
    SECTION 3.01. Scope .......................................................... 6
    SECTION 3.02. Compliance Agreement .................................... 7
    SECTION 3.03. Job Qualifications and Personnel Requirements .......... 8
    SECTION 3.04. Tribal Hiring Hall ......................................... 8
    SECTION 3.05. Unions .......................................................... 8
    SECTION 3.06. Contractors and Subcontractors ........................... 9
    SECTION 3.07. Preference in Contracting and Subcontracting .......... 9
    SECTION 3.08. Layoffs ........................................................ 9
    SECTION 3.09. Promotion ..................................................... 9
    SECTION 3.10. Compliance Fees ............................................ 9
    SECTION 3.11. On Site Inspections ....................................... 11
    SECTION 3.12. Tribal Minimum or Prevailing Wage ..................... 11

CHAPTER 4. VIOLATION PROCEDURES ........................................... 12
    SECTION 4.01. Investigation by the Program Manager ................... 12
    SECTION 4.02. Issuance of Citation ...................................... 12
    SECTION 4.03. Program Manager Hearing ................................ 13
    SECTION 4.04. Emergency Relief ......................................... 13
    SECTION 4.05. Individual Complaint Procedure ......................... 13
    SECTION 4.06. Appeals of Program Manager Decisions .................. 14

CHAPTER 5. PENALTIES AND ENFORCEMENT ................................... 14
    SECTION 5.01. Penalties for Violation ................................... 14
    SECTION 5.02. Monetary Fines ............................................. 15
    SECTION 5.03. Enforcement ................................................ 15

CHAPTER 6. TRIBAL EMPLOYMENT RIGHTS OFFICE COMMISSION .............. 15
    SECTION 6.01. Establishment .............................................. 15
CHAPTER 7. COMMISSION APPEALS AND HEARINGS ........................................ 16
SECTION 7.01. Filing an Appeal ................................................................. 16
SECTION 7.02. Scheduling Appeal Hearing ................................................ 17
SECTION 7.03. Request to Reschedule Commission Hearing ....................... 17
SECTION 7.04. Commission Hearing Participants ....................................... 17
SECTION 7.05. Hearing Procedure ............................................................ 18
SECTION 7.06. Commission Decision ......................................................... 18
SECTION 7.07. Commission Training ......................................................... 18

CHAPTER 8. TRIBAL COURT ENFORCEMENT AND JUDICIAL REVIEW ........ 18
SECTION 8.01. Appeals of Commission Decisions ....................................... 18
SECTION 8.02. Tribal Court Enforcement of Final Agency Decisions .............. 19

CHAPTER 9. WORKFORCE DEVELOPMENT ............................................. 19
SECTION 9.01. Authorization ..................................................................... 19
SECTION 9.02. Workforce Development Plan ............................................ 19
SECTION 9.03. Training ........................................................................... 20
SECTION 9.04. Inter-Departmental Participation and Cooperation .................. 20
SECTION 9.05. Reporting ......................................................................... 21
CHAPTER 1: GENERAL PROVISIONS

Section 1.01: TITLE
This Code shall be known as the Tribal Employment Rights Ordinance.

Section 1.02: PURPOSE
The purposes of this Code are:

A. To prevent employment related discrimination against American Indians;

B. To ensure compliance with this Code that is intended to give preference in employment, contracting and sub-contracting, and training to American Indians; and

C. To maximize utilization of Indian workers in all employment opportunities on and near the Warm Springs Indian Reservation.

D. To ensure the Indian workforce on the Warm Springs Indian Reservation are trained and equipped to enter the workforce and maintain employment of their choosing.

Section 1.03: STATEMENT OF POLICY
The Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon finds that:

A. Jobs in the private employment sector on and near the Warm Springs Reservation are an important resource for Indians residing on and near the Reservation.

B. In order to attract private employers to locate on the Warm Springs Reservation, Indians residing on or near the Reservation need to have the training and skills those employers require.

C. This Code is consistent and supplemental to existing federal and tribal law prohibiting employment discrimination against Indians and providing employment and contract preference to individual Indians and Indian-owned enterprises.

D. Indian unemployment on the Reservation continues to be a problem of sufficient magnitude to warrant the enactment and implementation of this Code which is designed to improve training and employment opportunities for Indians living on and near the Reservation.
E. Many unemployed Indians on the Reservation may have social barriers to employment such as poor education, substance abuse, the lack of vocational training or the lack of tools and other equipment needed by their preferred vocation that need to be addressed.

Section 1.04: JURISDICTION

A. This Code shall apply to all Employers and Construction Employers located on or engaged in work on the Reservation as set forth in this Code. This Code shall also apply to ODOT Contractors engaged in work on and near the Reservation as permitted by this Code and applicable federal and state law as identified in the Memorandum of Understanding.

B. This Code shall not apply to any direct employment by the Tribe, its enterprises or tribally owned corporations, or by federal, state, or other governments; however, construction contractors and subcontractors of these governmental entities shall be subject to the Code.

1. This Code is not intended to pre-empt or interfere with the rights or obligations set forth in the Tribes' Personnel Policies and Procedures, or the personnel manuals of Tribal enterprises now or later established. The employees of the Tribe and Tribal enterprises shall be limited to the rights and remedies provided in the duly adopted manuals or procedures enacted by the Tribe for those employees. This Code shall not apply to or be enforced against Tribal enterprises established and owned by the Tribe. Indian employment preference shall be provided at each Tribal enterprise in personnel manuals developed for each enterprise.

2. Contract disputes between contractors and their subcontractors or their employees are outside the scope or jurisdiction of this Code and are not subject to enforcement, compliance or the issuance of a citation under this Code. Contract disputes shall be resolved through specified contract procedures for such disputes or through a court of competent jurisdiction.

SECTION 1.05: DEFINITIONS

A. COMMISSION - shall mean the Warm Springs Tribal Employment Rights Commission.

B. COMMISSIONER - shall mean a member of the Warm Springs Tribal Employment Rights Commission.

C. COMMISSION CHAIRPERSON - shall mean the Chairperson of the Commission which shall be elected by the Commission on an annual basis. The Chairperson of the Commission shall preside at all meetings of the Commission.

D. COMPLIANCE AGREEMENT - an agreement between a Employer, Construction Employer, or ODOT Contractor and the Tribal Employment Rights Office, setting forth how the employer will meet Indian preference hiring and subcontracting goals and that they will comply with this Code. The Compliance Agreement must be executed prior to
commencement of any portion of a construction contract or sub-contract within the Reservation, or in the case of an ODOT Contractor, within or near the Reservation.

E. CORE CREW - means the essential, permanent employees of an Employer or Construction Employer. Core Crew employees must have been regular employees of the Employer for at least six (6) months. "Core Crew" requests must be submitted to the Office in writing, showing that each Core Crew member meets these criteria before the start of any project work, and approved by TERO Program Manager.

F. CONSTRUCTION EMPLOYER - shall mean any person, company, contractor, subcontractor, or entity located or engaged in construction work on the Reservation including new construction, remodeling, repair, or maintenance of structures, infrastructure, equipment and support facilities. The term shall include construction contractors and subcontractors of federal, state, county, and other local governments, but shall not include the Tribe, federal, state, or local governments or Tribal enterprises when they are employers.

G. EMERGENCY RELIEF ORDER - shall have the meaning set forth in Section 4.04 of the Code.

H. EMPLOYER - shall mean any person, company, contractor, subcontractor, or entity located on or engaged in work on the Reservation.

I. ENGAGED IN WORK ON THE RESERVATION - an Employer or Construction Employer is "engaged in work on the reservation" if during any portion of a business enterprise or specific project, contract or subcontract, he or any of his employees spends time performing work within the exterior boundaries of the Reservation.

J. INDIAN - shall mean any person enrolled in a federally recognized tribe and recognized by the United States pursuant to its trust responsibility to American Indians.

K. INDIAN OWNED BUSINESS - a business that is at least 51% owned, operated, and controlled by an Indian.

L. INDIAN PREFERENCE - shall mean a preference for enrolled Indians in all aspects of employment, including but not limited to, hiring, training, promotions, layoffs, contracting, and subcontracting for work on or near the Reservation. Qualified, available Indians shall receive an Indian preference in accordance with this code and negotiated Compliance Agreements.

M. LOCATED ON THE RESERVATION - an Employer or Construction Employer is "located on the Reservation" if during any portion of a contract it maintains a temporary or permanent office or facility within the exterior boundaries of the Reservation.

N. MEMORANDUM OF UNDERSTANDING - shall mean the agreement between the Tribe and the Oregon Department of Transportation providing Indian preference in employment for
Indians on ODOT transportation projects and authorizing the Office to impose a compliance fee on ODOT contractors.

O. NEAR THE RESERVATION - shall mean jobs within 60 miles of the exterior boundaries of the Warm Springs Indian Reservation.

P. ODOT - shall mean the Oregon Department of Transportation.

Q. ODOT CONTRACTOR - shall mean a transportation construction contractor, and all related subcontractors, to ODOT that are subject to the TERO Indian employment and subcontracting preference and Compliance Agreement under the Memorandum of Understanding.

R. OFFICE - shall mean the Warm Springs Tribal Employment Rights Office.

S. PROGRAM MANAGER - shall mean the Program Manager of the Warm Springs Tribal Employment Rights Office.

T. PROGRAM MANAGER DECISION - shall have the meaning set forth in Section 4.03 and 4.05 of the Code.

U. RESERVATION - shall mean the Warm Springs Indian Reservation.

V. TERO - shall mean this Tribal Employment Rights Ordinance.

W. TRIBE or TRIBAL - shall mean the Confederated Tribes of the Warm Springs Indians of Oregon.

X. TRIBAL COUNCIL - shall mean the governing body of the Confederated Tribes of the Warm Springs Indian Reservation.

Y. TRIBAL COURT - shall mean the Warm Springs Tribal Court.

Z. WORKFORCE DEVELOPMENT - shall be the training and employment component of the TERO program.

CHAPTER 2: TRIBAL EMPLOYMENT RIGHTS OFFICE

Section 2.01: PROGRAM MANAGER

The Program Manager of the Tribal Employment Rights Office shall be responsible for administering the provisions of this Code and provide direction, leadership and oversight to Office staff.
Section 2.02: GENERAL AUTHORITIES

The Program Manager shall have the authority to hire staff, to obtain and expend funds from tribal, federal, state, or other sources to carry out the purposes of this Code as provided in the annual budget of the Tribe, to establish Employer, Construction Employer, and ODOT Contractor record-keeping requirements, to implement a workforce development program plan to consult with the Commission on policy issues related to the implementation of this Code, and to take such other actions as are necessary for the fair and vigorous enforcement of this Code. The Program Manager will report TERO activities in the Human Resource Department Annual Work Plan for Tribal Council review.

Section 2.03: SPECIFIC AUTHORITIES

The Program Manager shall have the authority to implement and enforce this code, including but not limited to:

A. Enter Compliance Agreements with Employers, Construction Employers, and ODOT Contractors;

B. Investigate violations of and impose penalties on Employers, Construction Employers, and ODOT Contractors who violate the provisions of the Code;

C. Assist the Commission to develop and promulgate regulations necessary to implement the provisions of this Code;

D. For purposes of Compliance Agreements, develop and impose numerical hiring goals and timetables that reflect the available Indian labor pool and other employment opportunities for each craft and skill category.

E. Require Employers, Construction Employers, and ODOT Contractors that have established training or apprentice programs to provide preference to Indians.

F. Establish and maintain a tribal hiring hall that maintains a record of qualified, employable Indians that is to be used by employers to fill vacancies.

G. Prohibit any Employer, Construction Employer, and ODOT Contractor from imposing employment qualification criteria that serve as barriers to Indian employment unless it can be demonstrated that such criteria are required by business necessity.

H. To work cooperatively with other Tribal programs, including, but not limited to, Warm Springs Health & Wellness Center, Department of Children & Family Services, and Education to establish counseling, education and training, substance abuse treatment, and other support programs for Indian workers to assist them in acquiring and retaining employment.
I. To enter into cooperative agreements with federal and state agencies to minimize employment discrimination against Indians both on or near the Reservation, to promote Indian Preference in hiring, training, and contracting and to otherwise ensure compliance with this Code.

J. Through required payroll reports, from Construction Employers and ODOT Contractors, monitor wage scale and salaries to ensure equitable compensation of Indian workers.

K. To assess fees on Construction Employers and ODOT Contractors to support the operation of the Office.

L. To apply for federal funding to provide workforce training opportunities for Indians living on or near the Reservation pursuant to the Indian Employment, Training, and Related Services Demonstration Act of 1992, as amended, Public Law 102-477.

M. To address the needs of Indian persons living on or near the Reservation that are now unemployed or underemployed and/or dependent on public assistance, through the linkage of employment and vocational training, substance abuse counseling and other needed social services. Specifically, the Office will provide, or facilitate the provision of, special services to enable such Indian persons to receive the education, training, and other medical and social services they need to become productive employees in the workforce. The Program Manager shall carry out these duties as set forth in Chapter 9 of this Code.

N. Advertise, collect data, investigate, communicate, and make recommendations to the Commission regarding any application or re-certification process on the Indian Owned Business Directory. The Office will ensure each applicant has been reviewed and certified and shall make a recommendation to deny or approve the application to the Commission. The Office will ensure each Indian Owned Business on the Directory will be re-certified every 2 years and update the Commission on an annual basis.

CHAPTER 3: TRIBAL EMPLOYMENT RIGHTS PROGRAM

Section 3.01: SCOPE

All Construction Employers located on or engaged in work on the Reservation shall and ODOT contractors engaged in work on or near the Reservation shall:

A. Give preference to Indians in hiring, promotion, training and all other aspects of employment, contracting and subcontracting, business opportunities;

B. Comply with the Compliance Agreement executed under this Code; and

C. Shall comply with the terms of the Code and its implementation regulations.
Section 3.02. COMPLIANCE AGREEMENT

A. Each Employer, Construction Employer, and ODOT Contractor shall be required to meet with the Program Manager to negotiate, execute, and comply with a Compliance Agreement which sets forth:

1. The minimum number of Indians that shall be hired for any particular project while the Employer or Construction Employer is located on or engaged in work on the Reservation, or an ODOT Contractor is engaged in work on or near the Reservation, numerical goals and timetables for each craft, skill area, job classification, etc., used by the Employer, Construction Employer or ODOT Contractor including, but not limited to: general labor, skilled, administrative, supervisory, and professional categories;

2. Applicable wage scale provisions, prevailing wage standards, and salary compensation terms that may be applicable to a project or contract under applicable federal or state law, or Tribal law, provided that any Tribal Minimum Wage or Prevailing Wage has been promulgated as provided in Section 3.12 of this Code;

3. Periodic reporting requirements to the Program Manager on the number of Indians employed, a record of persons hired, fired, or promoted during the reporting period, and a statement regarding compliance with the hiring goals set forth in the Compliance Agreement.

4. Preference for training programs where the Employer, Construction Employer or ODOT Contractor has an established program.

5. In the Program Manager’s discretion, procedures and remedies for the enforcement and/or violations of the Compliance Agreement or the Code that may vary from the procedures and remedies set forth in this Code.

B. The numerical goals set forth in the Compliance Agreement shall be based upon surveys conducted by the Program Manager of the available and qualified Indian work force and of projected employment opportunities on or near the Reservation.

1. Compliance Agreements shall be reviewed periodically and revised as necessary to reflect changes in the number of Indians available or changes in Employer, Construction Employer or ODOT Contractor hiring plans.

2. At the Program Manager’s discretion, no Employer, Construction Employer or ODOT Contractor shall commence work or site mobilization until a Compliance Agreement has been negotiated and executed.

3. Any violation of an executed Compliance Agreement shall be a violation of this Code.
4. When an Office employee referral to an Employer, Construction Employer or ODOT Contractor is unable to continue working, the Employer, Construction Employer or ODOT Contractor shall immediately notify the Office who shall provide a substitute referral within three (3) business days or notify the Employer, Construction Employer or ODOT Contractor that it has no referrals for the position, after which time the Employer, Construction Employer or ODOT Contractor will be authorized to hire a permanent replacement.

**Section 3.03: JOB QUALIFICATIONS AND PERSONNEL REQUIREMENTS**

Employer, Construction Employer or ODOT Contractor shall not use qualification criteria or other personnel requirements that serve as barriers to Indian employment unless the Employer, Construction Employer or ODOT Contractor is able to demonstrate that such criteria or requirements are required by business necessity.

**Section 3.04: TRIBAL HIRING HALL**

The Program Manager shall establish and maintain a hiring hall to assist Employers, Construction Employers and ODOT Contractors and all other employers doing business on the Reservation in placing qualified Indians in job positions.

A. Construction Employer and ODOT Contractors shall not hire a non-Indian in violation of the Compliance Agreement until the Program Manager has certified within a reasonable time that no qualified Indian is available to fill the vacancy. For purposes of this section, "reasonable time" for construction jobs shall mean that the Program Manager shall have 48 hours from time of notice of manpower needs to locate and refer a qualified Indian.

B. The Program Manager may waive the 48-hour time period upon a showing by the Construction Employer or ODOT Contractor that such time period imposes an undue burden upon the Construction Employer or ODOT Contractor, the business or the construction project in question

**Section 3.05: UNIONS**

Construction Employers with collective bargaining agreements with a union are responsible for informing such unions of this Code, its rules and regulations and their Compliance Agreement. ODOT Contractors with collective bargaining agreements with a union are responsible for informing such unions of this Code, the Memorandum of Understanding and their Compliance Agreement. Unions will give absolute preference to Indians in job referrals regardless of which referral list they are on. Temporary work permits will be granted to Indians who do not wish to join a union. Nothing herein shall constitute official tribal recognition of any union or tribal endorsement of any union activities on or near the Warm Springs Indians.
Section 3.06: CONTRACTORS AND SUBCONTRACTORS

Where the general contractor on a project is a Construction Employer, that general contractor shall ensure that all its subcontractors comply with this Code. The general contractor who is a Construction Employer may be held liable for violations of this Code by its subcontractors.

Section 3.07: PREFERENCE IN CONTRACTING AND SUBCONTRACTING

A. For Construction Employers. Construction Employers located on or engaged in work on the Reservation shall give preference to Indian Owned Businesses in the award of contracts or subcontracts to the extent permitted by applicable law. The Program Manager shall maintain a list of Indian Owned Businesses (“Indian Owned Business Directory”) which shall be supplied to Construction Employers and ODOT Contractors upon request. Indian Owned Businesses shall be certified by the Program Manager to ensure that they meet the requirements of such an entity as set forth in section 1.05(I) of this Code. Indian Owned Businesses will submit re-certification applications every two (2) years to remain active.

B. All other Employers. All other Employers located on the Reservation shall give preference to Indian Owned Businesses in the award of contractor subcontracts to the maximum extent feasible as permitted by federal law and the law, budget, and fiscal policies of the Tribe.

Section 3.08: LAYOFFS

In all layoffs and reductions in force for a Construction Employer and ODOT Contractors, no Indian worker shall be terminated if a non-Indian worker in the same job classification is still employed. The non-Indian shall be terminated first if the Indian possesses threshold qualifications for the job classification. If a Construction Employer or ODOT Contractor lays off workers by crews, all qualified Indian workers shall be transferred to crews to be retained so long as non-Indians in the same job classification are employed elsewhere on the job site, except for non-Indians hired as Core Crew pursuant to negotiated Compliance Agreements.

Section 3.09: PROMOTION

Each Construction Employer and ODOT Contractor shall give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities. For each promotion or supervisory position filled by a non-Indian, the Construction Employer or ODOT Contractor shall file a report with the Program Manager stating what efforts were made to inform Indian workers about the position, what Indians, if any, applied for the position and if an Indian was not chosen, the reasons therefore.

Section 3.10: COMPLIANCE FEES

The Program Manager shall assess and collect a compliance fee as follows:
A. Every Construction Employer with a construction, renovation, improvement, or expansion contract in the sum of ten thousand dollars ($10,000) or more shall pay a fee of 2.5 percent of the total amount of the contract. Such fee shall be paid by the Construction Employer prior to commencing work on the Reservation.

B. The Program Manager may develop a sliding scale fee that reduces the 2.5 percent fee applicable to Construction Employers based upon the Construction Employer meeting Indian Preference goals and Indian Owned Business subcontracting targets, provided that the fee shall not be reduced below 1.5 percent. All TERO compliance fee adjustments must be presented to the Program Manager for approval.

C. The Program Manager shall be authorized to assess a compliance fee on ODOT Contractors engaged in construction projects on or near the Reservation as may be permitted by the Memorandum of Agreement or federal transportation agency managing the transportation construction project.

D. Compliance fees shall be used for the Office operating budget. Compliance fees shall be appropriated by the Tribes' annual budget process.

F. The Program Manager shall be authorized to do the following in connection with the payment of the compliance fee:

1. Permit the employer to pay the compliance fee pursuant to a payment schedule over the lifetime of the project (for on reservation non-ODOT projects only) being constructed, provided that such payment shall be fully paid within twenty years; and

2. Provide credit to Construction Employer (for on reservation non-ODOT projects only) for the payment of the compliance fee when the Construction Employer makes contributions to the Tribal scholarship, vocational training or workforce development programs that are similar to the education and training functions of the Office, or when the Construction Employer establishes and funds an apprenticeship program providing job training for Indians.

G. The Program Manager shall receive a copy of each compliance fee payment. The Program Manager shall be responsible for collecting the fees and may request that the Commission promulgate such regulations as are necessary to ensure a fair and timely fee collection process. For Construction Employers working on projects that begin off and end on, or begin on and end off the Reservation, will be considered one hundred percent on-Reservation, thus subject to the full compliance fee. However, if fifty percent (50%) or more of the work is off-Reservation, the Program Manager is authorized to negotiate an appropriate compliance fee based upon the percentage of the work performed on the Reservation.
Section 3.11: ON SITE INSPECTIONS

The Program Manager shall have the authority to make on-site inspections during regular working hours in order to monitor compliance with this Code and the applicable Compliance Agreement by a Construction Employer or ODOT Contractor. The Program Manager and any authorized Office staff shall have the right to inspect and copy all relevant records of a Construction Employer or ODOT Contractor, of any signatory union or subcontractor of a Construction Employer or ODOT Contractor, and shall have the right to speak to workers and to conduct an investigation on the job site. All information collected by the Program Manager and/or Office staff shall be kept confidential unless disclosure is necessary or ordered as part of any federal or tribal judicial or administrative proceeding.

Section 3.12: TRIBAL MINIMUM OR PREVAILING WAGE

A. The Program Manager may promulgate a Tribal Minimum Wage or Prevailing Wage as provided in this Section. Such Tribal Minimum or Prevailing Wage shall only apply to Construction Employers. A Tribal Minimum or Prevailing Wage established under this subsection may be included in a Compliance Agreement pursuant to Section 3.02 of this Code.

B. Definitions. For purposes of this Section, the terms “Minimum Wage” and “Prevailing Wage” are defined as follows:

1. Minimum Wage: Shall mean the lowest wage that the Construction Employer can pay any employee, which Minimum Wage shall not be less than the federal minimum wage;

2. Prevailing Wage: Shall mean the lowest wage that a Construction Employer can pay any employee by trade or craft. A Prevailing Wage need not limit or put a cap on all employees in a particular craft or trade.

C. If the Program Manager elects to promulgate a proposed Minimum Wage or Prevailing Wage, the following factors shall be taken into consideration:

1. The prevailing wage for each job classification in the Oregon or Washington wage classifications;

2. The prevailing wages established by other Northwest Indian tribes;

3. The number of Indian persons living on or near the Reservation with the particular craft or trade skills;

4. The Reservation unemployment rate – especially the unemployment rate for the particular craft or trade;

5. Local labor and market conditions;
6. The potential impact of the Prevailing Wage to attract businesses or Construction Employers to do business on the Warm Springs Indians; and

7. The potential impact of the Prevailing Wage in raising the costs of Tribal facilities.

D. The draft Minimum or Prevailing Wage shall be published in the Spilyay Tymoo with notice of the comment opportunity and comment deadline date and distributed to all Tribal governmental departments, enterprises, and to persons or entities that are known to the Office that could be impacted by such a proposal for review and comment. The record shall be kept open for at least sixty (60) days to permit comments to be submitted.

E. Within thirty (30) days of the closing of the record for comments, the Program Director shall either prepare a draft Minimum or Prevailing Wage, submit the proposed Minimum or Prevailing Wage to the Commission for its approval, or shall withdraw the proposal.

F. Upon receipt of Commission approval, the draft Minimum or Prevailing Wage shall be submitted to the Tribal Council for approval. The Minimum or Prevailing Wage shall become final upon Tribal Council approval of the Minimum or Prevailing Wage.

CHAPTER 4: VIOLATION PROCEDURES

Section 4.01: INVESTIGATION BY THE PROGRAM MANAGER

Whenever a violation of this Code or a Compliance Agreement has been alleged and is brought to the attention of the Program Manager, the Program Manager shall ensure a prompt and thorough investigation of the alleged violation. The Program Manager shall seek to achieve an informal settlement of the alleged violation, with a written report of findings provided to the Commission.

Section 4.02: ISSUANCE OF CITATION

A. If the Program Manager determines that a violation of the Code or a Compliance Agreement exists, and an informal settlement cannot be achieved, the Program Manager shall issue a warning to the Employer, Construction Employer or ODOT Contractor. This warning shall specify the nature of the violation and direct that the violation be corrected within three (3) days or sooner where warranted.

B. If the violation is not corrected within the time specified, the Program Manager shall issue a citation to the Employer, Construction Employer or ODOT Contractor which shall:

1. Be in writing and in the name of the Confederated Tribes of the Warm Springs Indian Reservation;

2. State the name of the violator;
3. Bear the signature of the Program Manager or the authorized representative;

4. State the name and section number of the Code provision or Compliance Agreement violated;

5. State a brief summary of facts constituting the violation; and

6. State a time and place the Construction Employer or ODOT Contractor must appear to answer to the violation at a Program Manager hearing.

Section 4.03: PROGRAM MANAGER HEARING

Any Employer, Construction Employer or ODOT Contractor that receives a citation shall be entitled to a hearing before the Program Manager no later than ten (10) working days after receipt of a citation. Hearing procedures shall comply with the requirements of due process, but will not be bound by the formal rules of evidence. The Employer, Construction Employer or ODOT Contractor shall be entitled to present evidence and to call witnesses to demonstrate that it has complied with the requirements of this Code or Compliance Agreement or that it made its best effort to do so and therefore should not be subject to sanctions. On the basis of evidence presented at the hearing, and the information collected by the Office, the Program Manager shall determine whether or not the Employer, Construction Employer or ODOT Contractor complied with this Code. If the Employer, Construction Employer or ODOT Contractor fails to attend the hearing set before the Program Manager, the Program Manager shall base its determination on the facts before the Program Manager. If the Program Manager determines that the Employer, Construction Employer or ODOT Contractor is out of compliance and has not made a best effort to comply, the Program Manager shall impose one or more of the sanctions provided for in this Code, as appropriate, and shall order the Employer, Construction Employer or ODOT Contractor to take such corrective action as is necessary to remedy any harm done to the Tribe or individual Indians caused by the non-compliance. The Program Manager shall send written notice of its decision (“Program Manager Decision”) to all parties within ten (10) days after its decision in the matter.

Section 4.04: EMERGENCY RELIEF

When the Program Manager determines that a violation has occurred that is of a critical nature requiring immediate remedial action, the Program Manager may issue a citation without delay, stating sanctions to be placed on the offending Employer, Construction Employer or ODOT Contractor (“Emergency Relief Order”). The Employer, Construction Employer or ODOT Contractor shall have the right to appeal the Emergency Relief Order and any imposition of emergency sanctions to the Commission. The Commission shall schedule a hearing on any appeal of an Emergency Relief Order within seven (7) working days.

Section 4.05: INDIVIDUAL COMPLAINT PROCEDURE

A. Any Indian who believes that an Employer, Construction Employer or ODOT Contractor has failed to comply with this Code or applicable Compliance Agreement, or who believes that
they have been discriminated against by an Employer, Construction Employer or ODOT Contractor because they are Indian, may file a complaint with the Office. The complainant shall be responsible for providing the Office with evidence of the discriminatory practices. Upon receipt of a complaint supported by sufficient evidence of discrimination against an Indian complainant, the Office shall conduct an investigation of the charge, which shall include interviews of the project manager for the Employer, Construction Employer or ODOT Contractor and any person(s) allegedly responsible for the discriminatory conduct, and shall attempt to achieve an informal settlement of the matter. If voluntary conciliation cannot be achieved, the Program Manager shall hold a hearing on the matter, shall make a determination on the validity of the charge, and shall issue a Program Management Decision as is necessary to make whole any Indian who is harmed by the Employer’s, Construction Employer's or ODOT Contractor’s non-compliance or discriminatory behavior. The Program Management Decision shall be in writing and shall be sent to all parties within seven (7) working days.

B. In conducting the hearing, the Program Manager shall have the same powers, and shall be bound by the same hearing requirements as provided in Sections 4.03, 4.04 and 4.06 of this Chapter.

Section 4.06: APPEALS OF PROGRAM MANAGER DECISIONS

A. The following may file an appeal:
   1. A party;
   2. Any person adversely affected by a Program Manager Decision or Emergency Relief Order; and
   3. A person entitled to notice and to whom no notice was mailed.

B. Program Manager Decisions or Emergency Relief Orders not timely appealed as set forth in WSTC Sections 4.03, 4.04, 4.05(A), and 7.01 shall be final agency orders subject to enforcement by any legal means, including in Warm Springs Tribal Court.

CHAPTER 5. PENALTIES AND ENFORCEMENT

Section 5.01: PENALTIES FOR VIOLATION

A. Employer, Construction Employer, or ODOT Contractor who violates this Code or a Compliance Agreement shall be subject to penalties including, but not limited to:
   1. Denial of the right to commence or continue business on the Reservation;
   2. Suspension of operations on the Reservation for Employers or Construction Employers or on or near the Reservation for ODOT Contractors;
   3. Payment of back pay and/or damages to compensate any injured party;
4. An order to summarily remove employees hired in violation of this Code or a Compliance Agreement;

5. Imposition of monetary civil penalties pursuant to a schedule of penalties promulgated by the Commission, which penalties shall take into consideration the severity of the violation, whether any other penalty pursuant to this section was imposed and whether the person or entity that is subject to the fine has any prior history of violating this Code; or

6. An order specifying requirements for employment, promotion, and training Indians injured by the violation.

Section 5.02: MONETARY FINES

The maximum monetary penalty that may be imposed for a violation is five hundred dollars ($500). For purposes of the imposition of penalties determined by the Court or sanction by the Program Manager, each day during which a violation exists shall constitute a separate violation.

Section 5.03: ENFORCEMENT

A. The Program Manager shall be entitled to pursue the enforcement of any final agency order under this Code by any legal means, including Tribal Court enforcement.

B. Costs associated with the enforcement of final agency orders issued pursuant to this Code shall be assessed against the Employer, Construction Employer, or ODOT Contractor that is out of compliance. These may include, but are not limited to: document reproduction costs, filing fees, attorney fees and costs incurred by the Tribe or the Project Manager or Commission related to securing enforcement of the order.

C. Employers or Construction Employers that do not comply with the provisions of this Code, and leave the Reservation before enforcement orders are issued or penalties are imposed and collected or an enforcement order is issued by the Commission or the Court, shall be denied the right of contracting or doing further business on the Reservation.

CHAPTER 6: TRIBAL EMPLOYMENT RIGHTS OFFICE COMMISSION

Section 6.01: ESTABLISHMENT

The Tribal Employment Rights Office Commission (“Commission”) is hereby established to perform the duties and responsibilities set forth in this Code.

A. Membership - the Commission shall be comprised of 5 members appointed by the Tribal Council. The members shall hold office for a period of 1 and 2 years, terms to be determined by the Tribal Council. There is no limitation on the number of terms a member may serve.
B. Qualification - any Indian 18 years and older who works or resides on the Reservation is qualified to be appointed to the Commission.

C. Commission Chairperson - the Commission shall elect annually a Chairperson from its membership. The Chairperson shall preside at all meetings of the Commission and shall be authorized to sign required documents in accordance with the powers of the Commission.

D. Duties and Powers - the Commission shall be responsible for conducting hearings on tribal employment rights matters in accordance with this Code. In addition to all specific powers set forth in this Code, the Commission shall also have the following powers:

1. Review contractor applications to certify that applicant is eligible for inclusion on Indian Owned Business Directory.

2. Certify On-The-Job training hours as recorded by Office staff for Tribal Apprenticeship Programs.

3. The Commission may conduct on-site visits if such visits are a part of their investigation for the decision making process for appeals.

4. Develop procedures necessary to implement the provisions of this Code that are consistent with this Code.


E. The Commission will hold regular meetings at 1:30 pm, on the first and third Tuesday of every month. Times and procedures for hearings will be set as necessary, when an appeal is filed on a sanction or decision of the Program Manager. The Commission shall attempt whenever possible to execute its powers by consensus. If a consensus cannot be achieved, the affirmative vote of a majority of the 5 Commissioners shall be required to take Commission action. The Chairperson shall be entitled to vote on any decision or action. All written agreements or plans, directives, complaints, and appeals which the Commission authorized or required to issue or file, shall bear the signature of at least 2 Commissioners. The Commission will not supervise Tribal Employment Rights and Workforce Development personnel.

CHAPTER 7. COMMISSION APPEALS AND HEARINGS

Section 7.01: FILING AN APPEAL

A. Program Manager Decisions and Emergency Relief Orders may be appealed to the Commission.
B. To initiate an appeal, the person or entity appealing a sanction or decision of the Program Manager shall:

1. File a completed notice of appeal on a form prescribed by the Commission along with an appeal fee established independently by the Commission.

2. The notice of appeal and appeal fee must be received at the Commission office no later than 5:00 PM on the ninth (9th) day following mailing of the decision.

3. The notice of appeal shall be accompanied by a written statement of appeal describing the nature of the Program Manager’s action or decision being appealed, summarizing the factual and legal basis for the appeal and identifying the relief requested and by a copy of the Program Manager’s written decision, if any.

4. In the circumstance of an appeal by a party who was entitled to notice but did not receive notice, the notice of appeal and appeal fee must be received by the Commission no later than 5:00 PM on the twentieth (20th) day following mailing of the decision.

Section 7.02: SCHEDULING APPEAL HEARING

Upon receipt of an appeal that has been timely filed, the Commission shall establish a hearing date, time, and place and shall notify in writing the appealing party and the Program Manager. Each party shall be responsible for ensuring that their witnesses attend the hearing. A hearing on an appeal of a grant of emergency relief pursuant to Section 4.04 of this Code shall be scheduled within seven (7) working days of the filing of the appeal. All other hearings shall be scheduled as soon as possible.

Section 7.03: REQUEST TO RESCHEDULE COMMISSION HEARING

Upon receipt of a request by a party to a Commission appeal hearing requesting the rescheduling of a Commission hearing, the Commission shall promptly rule on such request and immediately notify the parties of its decision.

Section 7.04: COMMISSION HEARING PARTICIPANTS

Only the party filing the appeal, the Program Manager and the witnesses that may be called by the parties in the hearing may attend the hearing. The Commission shall be responsible for maintaining an administrative record of the proceedings including providing for audio recording of the hearing or other appropriate recording of the hearing. Both the appealing party and the Program Manager may be represented by counsel at the hearing.
Section 7.05: HEARING PROCEDURE

A. Hearing procedures shall comply with the requirements of due process, but will not be bound by the formal rules of evidence.

B. Both parties will be afforded the opportunity to present written arguments and opening statements with respect to what they intend to present to the Commission. Following opening statements, first the appellant and then the Program Manager may present witnesses and evidence in support of their position on the issues being appealed.

C. The Commission Chairperson or his/her Commission delegate will preside over the hearing and will take whatever action is necessary to ensure an equitable and expeditious hearing. Parties will abide by the presiding official’s rulings. The Chairperson may limit the number of witnesses when testimony would be unduly repetitious, and exclude any person from the hearing for contemptuous or inappropriate misbehavior that obstructs the hearing.

Section 7.06: COMMISSION DECISION

A. The Commission will render a written decision and order (“Order”) within ten (10) working days from the date of the hearing. Such decision shall include a statement of facts and a statement of legal authority on which the decision is based. Orders shall be delivered to the party for whom the hearing was held and shall include information and instructions for appealing the decisions pursuant to WSTC 8.01.

B. Orders not appealed to the Court of Appeals as set forth by WSTC 203.100 within thirty (30) days of the date of the Order shall be considered final agency orders of the Commission and subject to enforcement by any legal means, including Warm Springs Tribal Court.

Section 7.07: COMMISSION TRAINING

The Commission will be afforded annual training on hearing procedures and decision making techniques.

CHAPTER 8: TRIBAL COURT ENFORCEMENT AND JUDICIAL REVIEW

Section 8.01: APPEALS OF COMMISSION DECISIONS

A. Any party to the Commission proceeding under Chapter 7 may appeal an Order of the Commission.

B. The Warm Springs Court of Appeals (“Court of Appeals”), established pursuant to WSTC Chapter 203, is hereby granted exclusive jurisdiction to hear appeals from Orders of the Commission and shall act as the final reviewing body for an Order of the Commission under this ordinance.
C. All notices of appeal and proceedings shall follow the established rules of the Court of Appeals.

D. The Court of Appeals shall initiate an expedited review procedure and shall issue decisions on appeals of Commission Final Orders within 45 days of the filing of the notice of appeal.

Section 8.02: TRIBAL COURT ENFORCEMENT OF FINAL AGENCY ORDERS

The Tribal Courts are hereby conferred exclusive jurisdiction and shall have the authority to issue any order, enter any judgment or take any action necessary to enforce any final agency order under this ordinance including without limitation the authority to assess and collect civil penalties, to enjoin or mandate actions to enforce the provisions of this Code, and to provide any other relief the Tribal Court deems lawful and equitable; provided that nothing in this Code shall be construed as a waiver of the sovereign immunity of the Confederated Tribes. Accordingly, nothing in this Code shall be construed as any authority for a claim for money damages against the Tribe, the Office or Tribal officials and employees acting pursuant to their authority under this Code.

CHAPTER 9: WORKFORCE DEVELOPMENT

Section 9.01: AUTHORIZATION

The Program Manager shall prepare for Tribal Council approval of a Workforce Development Plan pursuant to the Indian Employment, Training and Related Services Demonstration Act of 1992, 25 U.S.C. §3404 et seq. The Plan shall be submitted to the Department of Interior for its review, approval and funding. The Plan shall be developed by the Program Manager in consultation with the Tribal Secretary-Treasurer/CEO, the Tribal Human Resources Director, the Warm Springs Health & Wellness Chief Executive Officer, and the Directors of the Department of Children and Family Services, and the Department of Education.

Section 9.02: WORKFORCE DEVELOPMENT PLAN

The Workforce Development Plan shall, at a minimum, include the following elements:

A. Identification of the members of the Tribe and other enrolled Indians living on the Reservation between the ages of 18 and 65 who are either unemployed or underemployed;

B. The employment opportunities for members of the Tribe and enrolled Indians within the Reservation, including a listing of each enterprise, the types and number of employment positions available;

C. The education, vocational training, scholarships, and other training opportunities that might be available to increase the job skills of Indians living on the Reservation;
D. Identification of the employment obstacles experienced by unemployed and underemployed Indians residing on the Reservation;

E. Description of Tribal government departments, programs, and services that are available to address the obstacles preventing employment by Reservation Indians;

F. A comprehensive strategy to address and remove the employment obstacles experienced by Reservation Indians, the utilization of Tribal departments, programs, and services to address these obstacles and the education, training and employment opportunities available for Indians;

G. Additional funding and personnel needed to implement the Plan; and

H. Means to provide incentives for Indian persons to receive the services, education, or training needed to remove employment obstacles and seek gainful employment, which may include the removal of governmental benefits in the event that able bodied persons are unwilling to participate in Workforce Development programs or services to enable the participant to gain employment or, if such services or training have been provided, to pursue such employment.

Section 9.03: TRAINING

A. The Program Manager shall identify training programs necessary in order to increase the pool of qualified Indians for employment on the Reservation.

B. The Program Manager may initiate and sponsor training programs for employers to participate in, or the Program Manager may work with employers to establish and sponsor their own training programs to assist Indians to become qualified in the various job classifications used by employers.

C. The ratio of Indian trainees to fully qualified workers shall be negotiated as part of the Compliance Agreement. For construction projects, the number of Indian trainees shall be no less than the minimum ratio established by the Department of Labor.

Section 9.04: INTER-DEPARTMENTAL PARTICIPATION AND COOPERATION

Removing employment obstacles experienced by Reservation Indians will require the participation and cooperation by all Tribal departments and enterprises. While the Program Manager is charged with developing and implementing the Workforce Development Plan, all Tribal department directors and enterprise managers shall cooperate in the implementation of the Plan to the fullest extent practicable.
Section 9.05: REPORTING

The Program Manager shall report quarterly to the Trustees on the status of and progress in developing and implementing the Workforce Development Plan. Such reporting shall include information on the following:

A. Status of development of Workforce Development Plan;

B. Status of Department of Interior of Workforce Development Plan;

C. Amount of federal funding received, expended, and available for the implementation of the Workforce Development Plan;

D. Number of Indian persons receiving services or training pursuant to Workforce Development Plan;

E. Number of Indian persons who, after receiving Workforce Development services or training, have been employed;

F. A discussion of problems encountered in addressing employment obstacles experienced by Reservation Indians under the Workforce Development Plan.
SPECIAL PROVISION

INDIAN PREFERENCE IN EMPLOYMENT ON FEDERAL-AID HIGHWAY PROJECTS
ON AND NEAR INDIAN RESERVATIONS

April 7, 2017

PURPOSE

The purpose of this special provision is to outline the "Tribal Employment Rights Ordinance" (adopted February 24, 2015) ("TERO Code") requirements and procedures to be followed by The Confederated Tribes of Warm Springs ("CTWS"), the Oregon Department of Transportation ("State"), and all Contractors or subcontractors engaged in highway construction work that is under contract with the State on federal-aid highway projects that are located on and near the Warm Springs Indian Reservation.

BACKGROUND

The United States Code (USC), Title 23, Section 140 was amended by the 1987 reauthorization of the Surface Transportation Assistance Act by adding paragraph (d) "Indian Employment and Contracting" concerning preferential employment of Indians living on or near a reservation on federal-aid projects and contracts on Indian reservation roads. It was further amended by Section 1026 of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) to include "States may implement a preference for employment of Indians on projects carried out under this title near Indian reservations." As defined in the TERO Code, Section 1.05(J), the term, "Indian" means "any person enrolled in a federally recognized tribe and recognized by the United States pursuant to its trust responsibility to American Indians."

AUTHORITY

The State acknowledges the inherent sovereign authority of the CTWS to promulgate and enforce the TERO Code within the boundaries of the Warm Springs Indian Reservation and acknowledges Title 23, Section 140(d) of the USC.

APPLICABILITY

Eligible projects for Indian employment preference consideration under this special provision are those projects which are on roads termed "Indian Reservation Road" according to USC Title 23, Section 101(d)(12) and on roads near the boundaries of reservations and other Indian lands. Roads "near" Warm Springs Indian Reservation are defined in Exhibit A of the Memorandum of Understanding between the CTWS and the State effective March 2, 2017 ("MOU").
ELIGIBLE EMPLOYEES

All Indians are eligible for Indian preference without regard to Tribal affiliation or place of enrollment. However, recruiting efforts will be targeted toward those living on or near the Warm Springs Indian Reservation.

Employers with collective bargaining agreements with a union are responsible for informing such unions of this requirement.

INDIAN EMPLOYMENT PREFERENCE GOAL

The Indian Employment Preference goal is indicated in the project Special Provisions.

Classifications for Indian Employment Preference goal consideration are:

- Carpenter
- Laborer
- Equipment Operator
- Cement Masons
- Truck Drivers
- Electricians
- Ironworkers

Classification shall be according to requirements for certified payrolls.

Indian Employment Preference goals will apply to total project work hours and will not be applied individually to the Contractor and subcontractors. Indian Employment Preference goals do not apply to number of persons employed at any given period of time.

Indian Employment Preference goals are for the Contractor's work force that are other than core crew members. A Contractor's core crew is composed of full-time employed individuals necessary to satisfy his/her reasonable needs for supervisory or special experienced personnel to assure an efficient execution of the contract work. Indian employees of the Contractor shall be included in the core crew, regardless of job function, to avoid the unintended results of having a Contractor lay-off or terminate an Indian employee to hire another under this provision.

In setting the Indian Employment Preference goals, consideration has been given to the availability of skilled and unskilled Indian workers, the type of work to be performed, the Contractor's employment requirements, the need for new hires, and unemployment rates prevailing among non-Indians. Consideration has also been given to the employment goals for minorities and women established for the area by the U.S. Department of Labor's Office of Federal Contract Compliance Programs pursuant to Chapter 41, Code of Federal Regulations, Part 60.4.
The Indian Employment Preference goals may only be changed by the State after consultation with the CTWS and the Contractor, and after consideration of the good faith efforts of the Contractor together with the ability of the CTWS to refer workers in numbers and in time for the Contractor to meet the Indian Employment Preference goals and to perform the work.

If the CTWS is unable to provide sufficient qualified or qualifiable applicants to meet the Indian Employment Preference goal within 48 hours of the placement of a job order by the Contractor, the Contractor, ensuring nondiscrimination and providing equal employment opportunity, may recruit from other sources off the Warm Springs Indian Reservation. The Contractor shall give full consideration to all qualified job applicants referred by the CTWS. The Contractor is not required to employ any applicant who, in the Contractor's opinion, is not qualified to perform the classification of work required.

FRINGE BENEFITS

All fringe benefits for Indian workers referred by the Tribal Employment Rights Office of the CTWS shall be paid in cash. Indian workers who are union members will have the option of fringe benefits in cash or paid into a bonafide plan or program. However, this does not change any agreements between Indian union members and their respective unions.

PRECONSTRUCTION CONFERENCE

The preconstruction conference will be the forum for finalizing all compliance agreements and requirements between the CTWS and the Contractor and subcontractor(s) and to answer any questions regarding the Indian Employment Preference goal and applicable special provisions.

MANDATORY TERO WORKSHOP

The Tribal Employment Rights Office of the CTWS agrees to conduct mandatory prebid quarterly TERO Code/MOU workshops, and shall issue certificates of completion to those Contractors who sign in, attend, and participate. Contractors must have a certificate in order to be eligible to bid on State Contracts that require compliance with these TERO Code/MOU requirements. The certificate will be good for 3 years.

The Tribal Employment Rights Office of the CTWS will initiate TERO Code contractor certification requirements in the following manner:

1. During the first year of the MOU, calendar year 2017, CTWS will recognize current (non-expired) TERO Code contractor certification issued by the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and the Confederated Tribes of the Grand Ronde Indian Reservation (CTGR) to fulfill this provision;
2. For contractors that are not certified with CTUIR or CTGR, and are seeking certification, the Tribal Employment Rights Office of the CTWS will advertise and
conduct TERO Code certification training workshops quarterly beginning April 2017 and for each subsequent quarter;

3. TERO Code contractor certification workshops participant shall pay the registration fees set forth in the MOU.

4. On January 1, 2018, the Tribal Employment Rights Office of CTWS will no longer accept CTUIR or CTGR contractor certification to fulfill the conditions of this provision; thereafter, contractors seeking TERO Code contractor certification shall attend a scheduled quarterly TERO Code contractor certification workshop.

COMPLIANCE FEE

The Contractor shall pay the compliance fee directly to the Tribal Employment Rights Office of the CTWS before beginning work on the Warm Springs Indian Reservation. The compliance fee shall be based on the Contract Amount and shall be calculated based on the applicable percentages set forth in Section 3 of the MOU.
MEMORANDUM OF UNDERSTANDING

Between

STATE OF OREGON DEPARTMENT OF TRANSPORTATION

And

THE CONFEDERATED TRIBES OF WARM SPRINGS

The following is a Memorandum of Understanding (MOU or Memorandum) between the State of Oregon, Department of Transportation (State), and the Confederated Tribes of Warm Springs (CTWS), Tribal Employment Rights Office (TERO). The below items have been discussed and agreed upon by the parties:

(1) Purpose

The purpose of this MOU is to establish procedures to be followed by both parties to aid in ensuring that the provisions of the Tribal Employment Rights Office Code, approved as Ordinance on February 24, 2015, (TERO Code) and the "Indian Preference" provisions of the Federal-Aid Highway Program shall be complied with by any Contractor engaged in Federal Aid highway construction on property that is located within the reservation boundaries of Warm Springs (see Exhibit A for map showing reservation boundaries) or any contractor involved in specified Federal Aid highway projects located near the reservation boundary, which is defined as an area "off reservation" extending approximately 60 miles outside the reservation boundary (see Exhibit A). For purposes of this document, "Contractor" refers to any firm engaged in specified Federal Aid Highway Program construction projects under contract with the Oregon Department of Transportation (ODOT).

Parties enter into this agreement in the spirit of partnership, transparency and communication. In the event problems arise with Contractors under this MOU, both parties agree that it is in the best interest of their ongoing partnership to proactively consult and confer with each other on proposed solutions for the mutual benefit of their separate and combined goals.

(2) Authorities

The State acknowledges the inherent sovereign authority of the Tribes to promulgate and enforce the TERO Code within the boundaries of the Confederated Tribes of Warm Springs Reservation. The State further acknowledges the provisions in the Surface Transportation Assistance Act (as reauthorized in 1987), the Intermodal Surface Transportation Efficiency Act of 1991, and the Moving Ahead for Progress in the 21st Century Act of 2012, regarding Indian Preference employment goals on Federal Aid and Direct Federal Highway projects located on or near Indian reservations.

In the event that there is a change in federal law, regulation or guidance, or that the Federal Highway Administration changes its interpretations of these laws and regulations, such a change will automatically apply to the MOU from the date of the adoption or publication.

Page 1 MEMORANDUM OF UNDERSTANDING
KC3:blt/8069574
(3) Compliance Fees

Both Parties agree to use the federal fiscal year funding cycle as a guide for planning and implementation of Compliance fees for on and off reservation TERO fees. The State acknowledges the inherent sovereign authority of CTWS to assess and collect the Compliance fees set forth in the TERO Code for projects considered by both parties to be on the Warm Springs Reservation. The on-reservation fee assessed on ODOT projects shall be consistent with the established fee for all TERO projects within the Reservation boundary as set forth in the TERO Code (presently 2.5%).

It is also agreed the U.S. DOT Notice N4620.7 states, "In off Reservation situations" TERO may bill projects at an agreed upon rate for services and it shall be agreed by both parties that this rate shall be as follows:

<table>
<thead>
<tr>
<th>Contract Value Off Reservation within MOU TERO Boundary*</th>
<th>Fee % allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $500,000</td>
<td>1.00%</td>
</tr>
<tr>
<td>Next $500,000</td>
<td>0.75%</td>
</tr>
<tr>
<td>Next $1,000,000 ($1 mil. to $2 mil.)</td>
<td>0.50%</td>
</tr>
<tr>
<td>Remaining Contract Value ($2,000,000-to full contract value)</td>
<td>0.25%</td>
</tr>
</tbody>
</table>

*MOU TERO Boundary extends approximately 60 miles from exterior Reservation boundary, and is depicted in Exhibit A

The proceeds are to be used by the TERO to develop and maintain a Tribal Skills Bank, to fund job referral, conduct screening, career counseling, liaison representation, training, and apprenticeship. A quarterly report summarizing these fee supported activities shall be provided to ODOT within 30 days after the completion of each quarter of CTWS's fiscal year. Reporting schemes to track MOU continuing and current performance shall be developed and instituted as agreed upon by both parties. The parties agree to consult within 30 days of any failure to deliver the report in a timely manner.

ODOT and TERO agree to jointly develop a quarterly report that TERO will provide to ODOT that will explain how compliance fees are being used and will include a copy of TERO’s most recent referral list.

The ODOT Office of Civil Rights (ODOT/OCR) shall provide TERO with at a minimum a copy of the “TERO Project Employment for CTWS” document, or its future equivalent, on a monthly basis. Other reports pertaining to ODOT/TERO business may also be provided.

All ODOT federal-aid projects that have a project work scope to be executed within the reservation boundary are subject to the on-reservation fee as established within the TERO Code. For projects that contain work both on and off reservation, a fee calculation shall be made such that the on-reservation portion is subject to the on-reservation fee percentage and the off-reservation portion is subject to the off-reservation fee percentage.
(4) Eligible Employees

All Indians are eligible for Indian Preference without regard to tribal affiliation or place of enrollment. However, TERO recruiting efforts shall be targeted toward those living on or near the Warm Springs Reservation. Employers with collective bargaining agreements with a union are responsible for informing such unions of Indian preference.

(5) Duration of Memorandum

This Memorandum shall take effect upon signing by all parties and shall remain in full force and effect until otherwise terminated or amended. Amendments may be made at any time by a written mutual agreement signed and dated by authorized representatives of the parties. A party seeking to terminate this memorandum shall serve upon the other party written notice of such desire not later than 30 days prior to any proposed termination. This Memorandum shall expire January 1, 2019, unless an extension is otherwise agreed upon by both parties through good faith negotiations to extend the agreement.

(6) Procedures for Implementation

The ODOT agrees to provide CTWS TERO with a list of planned highway projects from the State Transportation Improvement Project (STIP) which are potentially subject to this Memorandum. Such list shall distinguish between those projects located on the reservation and those located near the reservation, which are Federal Aid projects located within the State of Oregon and within the TERO MOU boundary as defined in Exhibit A.

A. Federal Aid Projects on the Reservation - ODOT project personnel shall conduct an annual meeting to provide CTWS TERO with information regarding planned projects, that shall be on the reservation. The 2017 meeting shall occur as soon as possible but no later than 21 days after this MOU is finalized. The 2018 meeting shall occur in or around March, 2018. Information shall include current estimates of project schedule and duration, estimated bid letting date, size, and scope. The purpose of the annual meeting is to assist TERO in assessing workforce needs and develop appropriate Indian Preference goals for each project.

B. Federal Aid Projects Near the Reservation - Federal Aid projects located outside the reservation but within the TERO MOU boundary, as indicated on Exhibit A, may be subject to Indian Preference employment goals. The list of planned highway projects on the STIP shall be provided no later than 30 days from the approval by the Oregon Transportation Commission (OTC). ODOT and TERo shall meet annually each year to mutually decide which Federal Aid projects “near” the reservation shall be subject to the Indian Preference in Employment Special Provisions. The 2017 meeting shall occur as soon as possible but no later than 21 days after this MOU is finalized. The 2018 meeting shall occur in or around March 2018, unless the Parties agree otherwise. ODOT will apply the Indian preference to those specified projects. Whenever projects subject to TERo are scheduled for bid letting, the agreed upon special provisions are to be included in each bid package.
C. Mandatory TERO Workshop - The CTWS TERO agrees to conduct mandatory pre-bid quarterly Warm Springs TERO Contract Certification Workshop, and shall issue certificates of completion to those Contractors who sign in, attend, and participate. Contractors must have a certificate in order to be eligible to bid on ODOT Contracts which require compliance with these TERO/MOU requirements. The certificate shall be good for 3 years.

CTWS TERO will initiate TERO Contractor certification requirements in the following manner:

1. During the first year of this MOU, calendar year 2017, CTWS will recognize current (non-expired) TERO Contractor certification issued by Confederated Tribes of Umatilla Indian Reservation (CTUIR) or Confederated Tribes of Grande Ronde (CTGR) to fulfill this provision;

2. During the first year of this MOU the CTWS TERO will advertise and conduct Warm Springs TERO Contract Certification Workshops quarterly beginning January 2017 for each subsequent quarter.

3. Warm Springs TERO Contract Certification Workshop fees:
   A) Advance registration: $600.00 per Contractor and $50.00 per additional employee or representative.

   B) Registration day of workshop: $700.00 per Contractor and $100.00 per additional employee or representative.

   C) Special workshop: $1,000.00 per Contractor and $200.00 per additional employee or representative.

4. Beginning January 1, 2018, CTWS TERO will no longer accept CTUIR or CTGR Contractor certification to fulfill the conditions of this provision. Thereafter, Contractors seeking CTWS Contractor certification must have attended a scheduled quarterly CTWS TERO Contractor certification workshop.

D. Numerical Goal Setting - TERO shall analyze each project subject to this MOU to establish an accomplishable Indian Preference hiring goal. The established goal shall be based on an assessment of workforce availability and worker skill needs for a given project. Performance in meeting the TERO goal shall be reviewed at each annual meeting by both parties to assess the accuracy of the goal setting process. TERO also agrees to meet with each Contractor awarded a highway project contract subject to the Indian Preference as determined above, prior to the pre-construction conference to develop a numerical goal for each job craft which shall be used on the project. Each Contractor awarded a highway project contract with an Indian Preference goal shall be responsible for informing all of their subcontractors of these MOU requirements.
E. Pre-Construction Conference - Pre-construction conferences for projects that are subject to this Memorandum shall be held on or at a location near the Warm Springs Reservation. At the pre-construction conference TERo and ODOT shall be available to provide a detailed explanation of, and answer questions about, the provisions of the TERo Code, if applicable, and Indian Preference goals. The pre-construction conference shall be the forum for finalizing all compliance agreements and requirements between TERo and the Contractor and Subcontractor(s) and answering any questions on Indian Preference and applicable special contract provisions.

F. Prevailing Wage - All applicable State (as opposed to Tribal) Prevailing Wage Rates or Minimum Wage Rates will apply as defined by the Bureau of Labor and Industry Prevailing Wage Rate Law Handbook.

G. Specialty Provider Contractor Exclusion - All Specialty Provider Contractors who are not required by ODOT to have a full subcontract will be exempt from entering into a compliance agreement with TERo, provided ODOT and TERo mutually agree that a given Contractor qualifies as a “Specialty Provider” prior to such exclusion applying.

(7) Provisions to be Included In State Contracts

The TERo Code, the provisions of this MOU and the compliance requirements shall all be incorporated by the State in its contract provisions when any State contract is subject to this MOU by its terms.

(8) State Liaison

The ODOT/OCR shall work with TERo during the administration of any contract subject to this Memorandum.

(9) Cooperative Implementation

It is the intent of all parties that this agreement shall be implemented on a cooperative basis. Nothing in this agreement is intended to affect the respective jurisdiction or sovereign immunity of the parties. It is further agreed that all parties will encourage informal resolution of problems.

(10) Supplants Prior Memorandums

This memorandum supplants and replaces any and all pre-existing memorandums and amendments by the parties concerning matters of a similar nature.

The OTC on February 13, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On September 6, 2002, the Director of the ODOT approved Sub delegation Order No. 2, in which the Director delegates authority to the Executive Deputy Director for Highways,
Executive Deputy Director for Central Service, Deputy Director for OTIA, and the Chief of Staff to approve and execute agreements over $75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, other system plans approved by the Commission such as the Traffic Safety Performance Plan, or in a line item in the approved biennial budget.

Pursuant to the Warm Springs Tribal Council Resolution No. 12-294, dated 2/27/2017, the Tribal Chairman is authorized to approve and execute this Memorandum of Understanding.

| THE CONFEDERATED TRIBES OF | STATE OF OREGON |
| THE WARM SPRINGS | DEPARTMENT OF |
| RESERVATION OF OREGON | TRANSPORTATION |

By: Eugene "Austin" Greene, Jr.,
Its: Tribal Chairman
Date: 2/27/17

By: Paul Mother,
Its: Deputy Director for Highways
Date: 3/2/17

By: Thomas J. Lancer,
Its: Technical Services Manager, Chief Engineer
Date: 3/4/17

**APPROVED AS TO LEGAL SUFFICIENCY:**

By: Brent H. Hall,
Tribal Attorney
Date: 2/27/17

**APPROVED AS TO LEGAL SUFFICIENCY:**

By: Karen E. Clevering,
Assistant Attorney General
Date: 3/2/17
INDIAN GOALS AND COMPLIANCE FEE

Indian Employment Preference Goal

The assigned Indian Employment Preference goal for this Project is 10%

Compliance Fee

As established in separate Memoranda of Understanding with each the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Grand Ronde Community, and the Confederated Tribes of the Warm Springs Indian Reservation, a project in which any work takes place within reservation boundaries or within TERO boundaries is subject to a TERO compliance fee. TERO boundaries are described in Exhibit A to each Memorandum of Understanding.

The Contractor is required to determine the compliance fee for this Project. Use the following calculations to determine the fee. The Compliance Fee for this Project is the summation of the following four calculations:

First $500,000 of Contract Amount × 1.00% .................... =
Next $500,000 of Contract Amount × 0.75% ................... =
Next $1,000,000 ($1 million to $2 million) × 0.50% .......... =
Remaining dollar amount up to the full Contract Amount × 0.25% ............................................. =

Total COMPLIANCE FEE for this Project is: .................. =
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 following 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 Description of Work page, apply to this Project.

Wage Rates are Internet-Accessible - ODOT provides the applicable Davis-Bacon and BOLI wage rates, referenced by Bid Opening date, on the Project Wages web page at:

http://www.oregon.gov/ODOT/Business/Pages/Project-Wages.aspx

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

Subject to such revision as may be made in accordance with provisions stated in the Preface hereto, the provisions stated on the sheets inserted between pages [6] and [7] hereof are the Special Provisions which will be incorporated in and made a part of any Contract that may be awarded for the Work on the basis of a Bid reviewed at the time and places stated herein under the headings "Description of Work" and "Time and Places of Receiving Bids (Bid Closing)".
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Temporary Traffic Control. Modified Special Provisions were prepared by me or under my supervision.

Sections 00220 and 00225.

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing

US97: Spanish Hollow Creek & Trout Creek Bridges Project

The Dalles - California & Sherman Hwys

Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

<table>
<thead>
<tr>
<th>Seal w/signature</th>
<th>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Agency Provided Material Sources and Disposal Sites, and Blasting Methods and Protection of Excavation Backslopes. Modified Special Provisions were prepared by me or under my supervision.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digitally Signed Nov 7 2017 11:30 AM</td>
<td>Section(s) 00235 and 00335</td>
</tr>
</tbody>
</table>

EXPIRES: 01–31–2018

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

All signatures were successfully validated prior to printing this document.
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Hydraulics and Roadway. Modified Special Provisions were prepared by me or under my supervision.

Sections 00245, 00270, 00280, 00310, 00320, 00330, 00350, 00370, 00390, 00415, 00445, 00470, 00480, 00738, 00749, 00810, 00820, 00840, 00842, 00850, 00857, 00866, 01011, 01012, 01013, 01050 and 01091.

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Seismic Retrofit Bridge BR 09894. Modified Special Provisions were prepared by me or under my supervision.

Section(s) 00253, 00256, 00396, 00510, 00530, 00535, 00540, 02001

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Sections listed below are applicable to the design for the subject project for Bridge 08895 and Bridge 22576. Modified Special Provisions were prepared by me or under my supervision.

Sections 00253, 00256, 00501, 00510, 00530, 00535, 00540, 00545, 00550, 00582, 00585, 00587, 00592, 00842, 02001

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Structure Numbers 22538 and 00883. Modified Special Provisions were prepared by me or under my supervision.

Sections 00253, 00255, 00256, 00396, 00501, 00510, 00512, 00520, 00530, 00535, 00540, 00545, 00550, 00585, 00587, 02001

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Sections listed below are applicable to the design for the subject project for Bridge 08896. Modified Special Provisions were prepared by me or under my supervision.

Sections 00253, 00501, 00510, 00530, 00535, 00540, 00560, 00582, 00592, 02001.

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Sections listed below are applicable to the design for the subject project for Bridge 09997, and Bridge 09998. Modified Special Provisions were prepared by me or under my supervision.

Sections 00253, 00510, 00530, 00540, 00542, 02001

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

<table>
<thead>
<tr>
<th>Seal w/signature</th>
<th>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Hazardous Materials. Modified Special Provisions were prepared by me or under my supervision.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sections 00294, 00295, and 00296</td>
</tr>
</tbody>
</table>

EXPIRES: 06-01-2018

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Section listed below is applicable to the design for the subject project for construction survey work. Modified Special Provisions were prepared by me or under my supervision.

Section 00305

OREGON MAY 10, 2011
ROBERT A. CHURCHILL
77636

RENEWS: 12/31/2017

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

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

Sections 00331, 00620, 00641, 00730, and 00745.

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

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

Sections 00406, 00470, 01140, and 01150

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Bridge 22576. Modified Special Provisions were prepared by me or under my supervision.

Section(s) 00520, 002520

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Bridge 22538. Modified Special Provisions were prepared by me or under my supervision.

Section 00520

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

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

Sections 00840, 00905, 00920, 00930, 00940.

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles - California & Sherman Hwys
Jefferson and Sherman Counties

PROFESSIONAL OF RECORD CERTIFICATION:

<table>
<thead>
<tr>
<th>Seal</th>
<th>I certify the Special Provision Sections listed below are applicable to the design for the subject project for permanent seeding and planting. Modified Special Provisions were prepared by me or under my supervision. Sections 01030 and 01040.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Marshall</td>
<td>OREGON 10/12/1995</td>
</tr>
</tbody>
</table>

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

All signatures were successfully validated prior to printing this document.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following on the US97: Biggs Jct. – Spanish Hollow Creek & Trout Creek Bridges Project of The Dalles – California and Sherman Highways in Jefferson and Sherman Counties:

1. Construct bridge structure replacements and seismic retrofits.
2. Construct paving and streambed enhancements.
3. Install guardrail, permanent signing, seeding, and planting.
4. Perform additional and Incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a Federal-Aid Project.
SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

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

• American Traffic Safety Services Association (ATSSA)
  www.atssa.com

• BidExpress
  www.bidx.com

• ODOT Construction Section

• ODOT Construction Section - Qualified Products List (QPL)
  www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx

• ODOT Electronic Bidding Information Distribution System (eBids)
  (Also referred to as ODOT eBids website)
  ecm.odot.state.or.us/cf/EBIDS/

• ODOT Estimating
  www.oregon.gov/ODOT/Business/Pages/Steel.aspx

• Oregon Legislative Counsel
  www.oregonlegislature.gov/lc

• 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 Notice of Intent
  www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx

• ODOT Procurement Office - Construction Contracts Unit prequalification forms

• Oregon Secretary of State: State Archives
  sos.oregon.gov/archives/Pages/default.aspx

• ODOT Traffic Control Plans Unit
SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Add the following to the end of this subsection:

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

"Grading, Drainage, Structures, Paving & Signing
US97: Spanish Hollow Creek & Trout Creek Bridges Project
The Dalles-California & Sherman Hwys
Jefferson and Sherman Counties
December 2017"

00120.10 Bid Booklet - In the paragraph that begins "The Bid Section includes all pages after…", add the following bullet to the bullet list:

• Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by HB 3060 (2017)

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - Add the following to the end of this subsection:

The Agency will hold a prebid meeting for all holders of Solicitation Documents at the Room 201 of the Fort Dalles Readiness Center, located at 402 East Scenic Drive in The Dalles, Oregon, Oregon at 10:00 AM on December 4, 2017.

All prospective Bidders must attend this meeting. Those not attending will have their Bids declared non-responsive.

Prospective Bidders will be given the opportunity to ask questions relating to any details involved in the performance of the work under the Contract.

Information distributed, statements made or responses given to questions, by the Agency's representatives at the prebid meeting will not in any way alter or affect any of the provisions contained in the Solicitation Documents or Contract requirements and will not be binding upon the Agency unless confirmed by Addenda.
00120.70 Rejection of Nonresponsive Bids - Add the following bullet to the end of the bullet list:

• The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate right-of-way and easements.

Add the following subsection:

00150.50(f) Utility Information:

There are no anticipated conflicts with the Utilities listed below. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.
The Contractor shall notify, in writing, Bonneville Power Administration (BPA), with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

Energized transmission power lines may overhang portions of the Work. The Contractor shall maintain at least 20 feet vertically between construction equipment or vehicles and BPA transmission power lines.

The Contractor shall maintain at least 50 feet horizontally between construction equipment or vehicles and the point where steel lattice tower legs, wood poles, steel poles, concrete poles, concrete foundation and guy wires enter the earth.

The Contractor shall keep access to all BPA structures open and unobstructed at all times.

The Contractor shall not store flammable materials or refuel construction equipment or vehicles on BPA Right-of-Way.

In the event of an emergency, the Contractor shall call BPA Monroe Control Center (MCC) dispatch office at 1-509-465-1837, in addition to calls required by the Utilities notification system.

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

The Contractor shall notify, in writing, Central Electric Cooperative Dispatch at Dispatch@cec.coop and (541) 312-7780, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from Pacific Power and may require an On-Site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning work.
The Contractor shall notify, in writing, Pacific Power, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

4. **TransCanada Gas Transmission NW**
   Mr. Steve McNulty, Land Supervisor
   201 West North River Drive, Suite 505
   Spokane, WA 99201
   steve.mcnullty@transcanada.com
   (509) 533-2833

The Contractor shall notify, in writing, TransCanada Gas Transmission NW, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

TransCanada Gas Transmission NW operates a 42-inch and a 36-inch high pressure gas pipeline within the Project limits parallel to the highway near Trout Creek and may require an On-Site safety watcher, at no cost to the Contractor.

When operating equipment directly above the high pressure gas pipeline, the Contractor shall keep equipment on the paved surfaces only.

In the immediate area of the high pressure gas lines, when moving any equipment, excavating, driving piles, pounding guardrail posts, boring, or other road construction activities, the Contractor shall increase the Reasonable Accuracy Zone from 24 inches, as defined in OAR 952-001-010, to 10 feet. Exceptions require written approval from the TransCanada Gas Transmission NW and may require an On-Site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of the exception before beginning work.

In the event of an emergency, the Contractor shall call TransCanada Gas Transmission NW at 1-800-447-8066 in addition to calls required by the Utilities notification system.

5. **Wasco Electric Cooperative**
   Mr. Jeff Davis, General Manager
   JeffD@WascoElectric.com
   (541) 296-2740

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

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

The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates (times):
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

<table>
<thead>
<tr>
<th>Utility</th>
<th>Estimated Completion Date (Time)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. CenturyLink</strong></td>
<td>April 30, 2018</td>
</tr>
<tr>
<td>Mr. Craig Redelings, Engineer II</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Craig.Redelings@CenturyLink.com">Craig.Redelings@CenturyLink.com</a></td>
<td></td>
</tr>
<tr>
<td>100 NW Kearney Avenue</td>
<td></td>
</tr>
<tr>
<td>Bend, OR 97701</td>
<td></td>
</tr>
<tr>
<td>(541) 385-0296</td>
<td></td>
</tr>
<tr>
<td>Ms. Ardis Arbuckle, Engineer II</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Ardis.L.Arbuckle@CenturyLink.com">Ardis.L.Arbuckle@CenturyLink.com</a></td>
<td></td>
</tr>
<tr>
<td>602 Wasco Street</td>
<td></td>
</tr>
<tr>
<td>Hood River, OR 97031</td>
<td></td>
</tr>
<tr>
<td>(541) 387-9255</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>2. Level (3) Communications</strong></th>
<th><strong>During Construction</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Todd Hurd, OSP Field Engineer</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Todd.Hurd@Level3.com">Todd.Hurd@Level3.com</a></td>
<td></td>
</tr>
<tr>
<td>1335 NW Northrup Street</td>
<td></td>
</tr>
<tr>
<td>Portland, OR 97209-2807</td>
<td></td>
</tr>
<tr>
<td>(503) 467-6422</td>
<td></td>
</tr>
</tbody>
</table>

K & B Technical Solutions
Mr. Glen Williams, Metro-E/INET/Cell Backhaul Manager
Glen_Williams@KBMail.net
6566 SE Lake Road, Suite F
Milwaukie, OR 97222
(503) 650-6041 x216
(503) 475-9232 (cell)

The Contractor shall notify, in writing, Level (3) Communications, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

The Contractor shall notify, in writing, Level (3) Communications, with a copy to the Engineer, at least 14 Calendar Days before beginning excavation, pile driving, guardrail installation or other road construction activities within 10 feet of the Level (3) Communication’s fiber-optic line at Trout Creek. The Contractor shall allow Level (3) Communications 14 Calendar Days to complete relocation work.

The Contractor shall notify, in writing, Level (3) Communications, with a copy to the Engineer, at least 14 Calendar Days before beginning guardrail post installation. See 00810.90 for payment of the extra costs for hand dug holes.

The Contractor shall obtain written approval from Level (3) Communications for excavating within 10 feet of a buried fiber optic communications cable. Level (3) Communications may require an On-Site safety representative at no cost to the
Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval before beginning work.

3. **R-2 Ranch Waterline**  
   **During Construction**
   Mr. Mark Risch, PE Senior Project Manager  
   **BECON Civil Engineering & Land Surveying**  
   mrisch@beconeng.com  
   549 SW Mill View Way, Suite 105  
   Bend, OR 97702  
   (541) 633-3140  
   (541) 390-9553 (cell)

   Mr. Marvin Venter, R-2 Ranch Maintenance Manager  
   (541) 475-6527  
   (541) 280-1790 (cell)

   The Contractor shall notify, in writing, **R-2 Ranch**, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project and 2 Calendar Days in advance of any scheduled shutoffs.

**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:

<table>
<thead>
<tr>
<th>Contract Name (Contractor’s Name)</th>
<th>Estimated Times (From - To)</th>
</tr>
</thead>
<tbody>
<tr>
<td>US97: Shaniko – Trout Creek Bridge Sec.</td>
<td>April 2018 to October 2018</td>
</tr>
<tr>
<td>Contractor To Be Determined, Bids February 2018</td>
<td></td>
</tr>
</tbody>
</table>

**00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment** - Add the following bullet to the end of the bullet list:

- The Contractor shall restrict the combined weights of construction vehicles, Equipment, and Materials on Bridges according to 00220.45.

**SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications modified as follows:

**00160.21 Cargo Preference Act Requirements** - Add the following to the end of this subsection:

Additional information may be available at the following websites:
https://www.fhwa.dot.gov/construction/cqit/cargo.cfm  
00160.40 Agency-Furnished Sources - Add the following paragraph after the paragraph that begins "The Agency may list in the…":

Agency-Furnished Sources for this Project are listed in Section 00235 of these Special Provisions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.04 Patents, Copyrights, and Trademarks - Replace the paragraph that begins "Prior to use of designs, devices, materials, or processes…" with the following paragraph:

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

00170.05 Assignment of Antitrust Rights - Replace the bullet that reads "ORS 646.725; and" with the following bullet:

• ORS 646.725; or

Add the following subsection:

00170.06 Federal-Aid Participation - This Project is to be conducted according to the regulations applying to Federal-Aid Highway Projects.

00170.62 Labor Nondiscrimination - Add the following sentence to the end of this subsection:

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in HB 3060 (2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:
The following insurance coverages and dollar amounts are required pursuant to this subsection:

<table>
<thead>
<tr>
<th>Insurance Coverages</th>
<th>Combined Single Limit per Occurrence</th>
<th>Annual Aggregate Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000.00</td>
<td>$5,000,000.00</td>
</tr>
<tr>
<td>Commercial Automobile Liability</td>
<td>$2,000,000.00</td>
<td>(aggregate limit not required)</td>
</tr>
</tbody>
</table>

**00170.71 Independent Contractor Status** - Replace this subsection, except for the subsection number and title, with the following:

The service or services to be rendered and the Work to be completed under this Contract are those of an independent contractor. The Contractor is not an officer, employee, or agent of the Agency or the State as those terms are used in ORS 30.265.

**SECTION 00180 - PROSECUTION AND PROGRESS**

Comply with Section 00180 of the Standard Specifications modified as follows:

Add the following subsection:

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

<table>
<thead>
<tr>
<th>Limitations</th>
<th>Subsection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperation with Utilities</td>
<td>00150.50</td>
</tr>
<tr>
<td>Cooperation with Other Contractors</td>
<td>00150.55</td>
</tr>
<tr>
<td>Contract Time</td>
<td>00180.50(h)</td>
</tr>
<tr>
<td>Right-of-Way and Access Delays</td>
<td>00180.65</td>
</tr>
<tr>
<td>Closed Lanes</td>
<td></td>
</tr>
<tr>
<td>Limited Duration Road Closure</td>
<td>00220.40(e)(1)</td>
</tr>
<tr>
<td>Regulated Work Areas</td>
<td>00290.34(a)</td>
</tr>
<tr>
<td>Maintenance Under Traffic</td>
<td>00620.43</td>
</tr>
<tr>
<td>Opening Sections to Traffic</td>
<td>00745.51</td>
</tr>
</tbody>
</table>

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

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

In addition to the "look ahead" Project Work schedule, a Type “B” schedule as detailed in the Standard Specifications is required on this Contract.
00180.42 Preconstruction Conference - Add the following paragraph to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

00180.50(c) Beginning of Contract Time - Replace this subsection, except for the subsection number and title, with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

Add the following subsection:

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

(1) The Contractor shall complete all Work to be done under the Contract required to complete Spanish Hollow Creek Bridge, M.P. 0.39 and complete Trout Creek Bridge, M.P. 75.04 including all Work on structure 22538, structure 22576, final ACP wearing course, permanent bridge rails, and water line work, not later than October 31, 2019.

(2) The Contractor shall complete all Work to be done under the Contract, except for seeding establishment and plant establishment, not later than October 31, 2020.

00180.65 Right-of-Way and Access Delays - Add the following paragraph and bullet to the end of this subsection:

It is anticipated that the ending date of an anticipated delay for the following properties will be as shown:

• File 9242-001 Sta. 413+50 right to 421+60 right not later than March 1, 2018.
• File 9242-001 Sta. 418+00 left to 420+60 left not later than March 1, 2018.
• File 9242-001 Sta. 438+90 right to 442+60 right not later than March 1, 2018.
• File 9242-003 Sta. 32+00 right to 38+00 right not later than March 1, 2018.
• File 9242-004 Sta. 125+00 left to 131+50 left not later than March 1, 2018.
• File 9242-005 Sta. 131+00 right to 143+20 right not later than March 1, 2018.
• File 9242-006 Sta. 170+90 right to 174+50 right not later than March 1, 2018.
• File 9242-006 Sta. 180+00 right to 187+00 right not later than March 1, 2018.
• File 9242-007 Sta. 330+20 right to 331+60 right not later than March 1, 2018.

00180.85(b)(2) Multiple Contract Times - Add the following paragraph and bullet list to the end of this subsection:

The Agency determined percentages of the value of Work required to be complete by the Contract Times listed under 00180.50(h) are as follows:

• For Contract Time 00180.50(h)(1) the Agency determined percentage of Work is 40 percent.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

- For Contract Time 00180.50(h)(2) the Agency determined percentage of Work is 100 percent.

Add the following subsection:

00180.85(c) Lane Closures and Rolling Slowdown Closures - Lane closures and rolling slowdown closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event Traffic Lanes are closed beyond the limits listed in 00220.40(e) or 00220.40(f). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, $500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e) or 00220.40(f). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(f)(2) Scale Without Automatic Printer - Add the following paragraph after the paragraph that begins "If the scales require manual entry...":

Pay costs for the weigh witness at $35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician at $35.00 per hour.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.10 Payment For Changes in Materials Costs - Replace this subsection with the following subsection:
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.

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

(a) Monthly Asphalt Cement Material Price (MACMP) -

The Monthly Asphalt Cement Material Price (MACMP) will be established by the Agency each month and will be based on the published prices of PG 64 22 asphalt cement furnished by Poten & Partners, Inc. If no portion of the Project Site is within the boundaries of ODOT Maintenance Districts 13 or 14, the MACMP will be based on the average prices for the Pacific Northwest, Portland Oregon area. If any portion of the Project Site is located within the boundaries of ODOT Maintenance District 13 or 14, the MACMP will be based on the average prices for the Boise Idaho area. Each MACMP for a given month will be the average of the published prices for that MACMP for each Friday in that month.

For information regarding the calculation of the MACMP, and for the actual MACMP, go to the Agency website at:
http://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx

If the Agency selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP.

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

(c) Monthly Asphalt Cement Adjustment Factor - The Monthly Asphalt Cement Adjustment Factor will be determined each month as follows:

- If the MACMP is within ± 5% of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:
  \[ \text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base}) \]
- If the MACMP is less than 95% of the Base, then:
  \[ \text{Adjustment Factor} = (\text{MACMP}) - (0.95 \times \text{Base}) \]

(d) Asphalt Cement Price Adjustment - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price
adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

**Pay Item(s)**

- PG70-28ER Asphalt in Level 3, ½ Inch Lime Treated ACP
- PG70-28ER Asphalt in Level 3, ½ Inch Lime Treated ACP in Temporary Emulsified Asphalt for Tack Coat

Add the following subsection:

**00195.11 Fuel Cost Price Escalation/De-escalation** - A fuel escalation/de-escalation clause will be in effect during the life of the Contract.

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

(a) **Monthly Fuel Price (MFP)** - A Monthly Fuel Price (MFP) will be established by the Agency each month. For the actual MFP, go to the Agency website at:

   http://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx

The MFP for a given month will be the average weekly price obtained from the OPIS weekly listing dated the first Monday of that month for No. 2 diesel fuel for Portland, Oregon. Prices are based solely on rack and resellers' prices exclusive of freight, taxes, and special discounts. If the average weekly price is not posted by OPIS or is otherwise not available to the Agency for the first Monday of any month for any reason, the Agency may use the average weekly price posted by OPIS immediately before or after the first Monday of that month. If the average weekly prices cease to be available from OPIS for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MFP each month. The Agency does not guarantee that fuel will be available at the MFP.

(b) **Base Fuel Price (Base)** - The Base fuel price for this Project is the MFP published on the Agency website for the month immediately preceding the Bid Opening date.

(c) **Monthly Fuel Adjustment Factor** - A Monthly Fuel Adjustment Factor will be determined each month as follows:

- If the MFP is within ± 25% of the Base, there will be no adjustment.
- If the MFP is more than 125% of the Base, then:
  
  \[
  \text{Adjustment Factor} = (\text{MFP}) - (1.25 \times \text{Base})
  \]
- If the MFP is less than 75% of the Base, then:
**Adjustment Factor = (MFP) - (0.75 x Base)**

**(d) Fuel Price Adjustment** - A fuel price adjustment for fluctuations in the cost of fuel will apply only to the major fuel usage Pay Items shown in the following list and at the respective fuel factors listed:

<table>
<thead>
<tr>
<th>Item</th>
<th>Fuel Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Excavation</td>
<td>0.29 Gal/CuYd</td>
</tr>
<tr>
<td>Aggregate Base</td>
<td>0.69 Gal/Ton</td>
</tr>
<tr>
<td>Level 3, ½ Inch Lime Treated ACP</td>
<td>2.93 Gal/Ton</td>
</tr>
<tr>
<td>Level 3, ½ Inch Lime Treated ACP in Temporary</td>
<td>2.93 Gal/Ton</td>
</tr>
</tbody>
</table>

All Pay Items associated with the following Bridges and Structures:

<table>
<thead>
<tr>
<th>Bridge No.</th>
<th>Fuel Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>08893</td>
<td>19 Gal/$1000</td>
</tr>
<tr>
<td>08894</td>
<td>19 Gal/$1000</td>
</tr>
<tr>
<td>08895</td>
<td>19 Gal/$1000</td>
</tr>
<tr>
<td>08896</td>
<td>19 Gal/$1000</td>
</tr>
<tr>
<td>09997</td>
<td>19 Gal/$1000</td>
</tr>
<tr>
<td>09998</td>
<td>19 Gal/$1000</td>
</tr>
<tr>
<td>22538</td>
<td>10 Gal/$1000</td>
</tr>
<tr>
<td>22576</td>
<td>10 Gal/$1000</td>
</tr>
</tbody>
</table>

The Contractor is cautioned to consider that its operations may require more or less fuel.

A price adjustment (±) to the Contractor for fuel cost changes will be made monthly if the Monthly Fuel Price differs 25% or more from the Base Fuel Price. This adjustment will be the product of the Monthly Fuel Adjustment Factor and the estimated Monthly Fuel Used. The Monthly Fuel Used will be determined by multiplying the quantities of Work accomplished during the month for subject Pay Items, by the appropriate Fuel Factors.

Fuel requirements for constructing the Pay Items listed above have been estimated at 131,963 gallons, based on fuel factors shown.

If the Contractor elects to use an alternate fuel (natural gas, wood pellets, propane, or other), the estimated fuel requirements will not be revised. Fuel cost adjustments will continue to be made as specified and will not be revised.

**00195.12(a) Steel Material Price Escalation/De-Escalation Participation** - Replace the paragraph that begins "The Contractor may select..." with the following paragraph:

The Contractor may select individual Pay Items to include in the steel escalation/de-escalation program from those Pay Items listed for this Project under 00195.12(d) by following the directions provided in 00195.12(d). The Contractor is not obligated to select any Pay Items. Before or within seven Calendar Days after the date of the preconstruction conference, the Contractor shall submit in writing to the Project Manager the Pay Items selected by the Contractor to be included in the steel escalation/de-escalation program, in the manner required under 00195.12(d). If the Contractor elects to not participate in the steel escalation/de-escalation program for the Project, no response from the Contractor is required. If the Contractor fails to inform the
Project Manager of Pay Items to include in the steel escalation/de-escalation program in the manner and within the time limits stated in 00195.12(d) (or the Contractor otherwise elects not to participate in the program), the Contractor thereby elects not to participate in the program and forfeits all present and future rights to participate in the program for this Project.

00195.12(d) Steel Materials Pay Item Selection - Add the following to the end of this subsection:

If the Contractor elects not to participate in the steel escalation/de-escalation program for this Project, no response from the Contractor is required.

The Contractor may elect to participate in the steel escalation/de-escalation program for this Project under 00195.12 through 00195.12(d) by marking each check box for each Pay Item in the list below the Contractor is selecting for participation in the program. The completed list must be submitted in writing, signed and dated by the Contractor, to the Project Manager before or within seven Calendar Days after the date of the preconstruction conference.

<table>
<thead>
<tr>
<th>PARTICIPATE</th>
<th>PAY ITEM DESCRIPTION</th>
<th>COST BASIS (CB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>Drilled Shaft Reinforcement, Grade 60</td>
<td>35%</td>
</tr>
<tr>
<td>☐</td>
<td>Drilled Shaft Reinforcement, Grade 80</td>
<td>35%</td>
</tr>
<tr>
<td>☐</td>
<td>Furnish HP 14 x 117 Steel Piles</td>
<td>90%</td>
</tr>
<tr>
<td>☐</td>
<td>Furnish PP 16 x 0.5 Steel Piles</td>
<td>90%</td>
</tr>
<tr>
<td>☐</td>
<td>Reinforced Pile Tips</td>
<td>90%</td>
</tr>
<tr>
<td>☐</td>
<td>Reinforcement, Grade 60</td>
<td>27%</td>
</tr>
<tr>
<td>☐</td>
<td>Reinforcement, Grade 80</td>
<td>27%</td>
</tr>
<tr>
<td>☐</td>
<td>Coated Reinforcement, Grade 60</td>
<td>27%</td>
</tr>
<tr>
<td>☐</td>
<td>Coated Reinforcement, Grade 80</td>
<td>27%</td>
</tr>
<tr>
<td>☐</td>
<td>Structural Steel Maintenance</td>
<td>19%</td>
</tr>
<tr>
<td>☐</td>
<td>Guardrail, Type 2A</td>
<td>11%</td>
</tr>
<tr>
<td>☐</td>
<td>Guardrail, Type 3</td>
<td>11%</td>
</tr>
<tr>
<td>☐</td>
<td>Guardrail, Type 4</td>
<td>11%</td>
</tr>
</tbody>
</table>

Regardless of the number of Pay Items listed by the Agency or selected by the Contractor, or if no Pay Items qualify for the steel escalation/de-escalation program for this Project or the Contractor elects not to participate in the steel escalation/de-escalation program for this Project, the steel price escalation/de-escalation clause (and program) contained in 00195.12 through 00195.12(d) are included in this Contract and are the only steel price escalation/de-escalation clause (and program) that apply to this Contract.

Contractor's Signature ______________________________________ Date ____________________________
SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.
SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

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

• During stage construction, provide continuous 24-hour flagger operation, with a minimum of 2 flaggers. Occupy the advance flagger stations, as directed.

• When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

• Protect traffic by grinding and inlaying existing longitudinal rumble strips before staging traffic across them. Grind and inlay existing rumble strips according to the "Existing Rumble Strip Removal" detail shown on the Standard Drawings. Use Level 2, 1/2 inch ACP, or as directed.

• Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

• When workers or construction equipment are operating in a closed traffic lane or shoulder, are exposed to public traffic, and are not located behind a rigid, longitudinal barrier system, use a truck mounted impact attenuator (TMA). Place the TMA in advance of the exposed workers or equipment, located as shown in the TMA Support Vehicle Placement tables, or as directed. If the TMA is not available when the work requires its use, postpone the work until the TMA is available.

TMA SUPPORT VEHICLE PLACEMENT (Stationary Operations)
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>TMA Support Vehicle Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9,900 - 22,000 lb.</td>
</tr>
<tr>
<td></td>
<td>(for TL-2 rated TMA)</td>
</tr>
<tr>
<td>&lt; 45 mph</td>
<td>100 ft.</td>
</tr>
<tr>
<td>45 - 55 mph</td>
<td>*</td>
</tr>
<tr>
<td>&gt; 55 mph</td>
<td>*</td>
</tr>
</tbody>
</table>

TMA SUPPORT VEHICLE PLACEMENT (Mobile Operations)

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>TMA Support Vehicle Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9,900 - 22,000 lb.</td>
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<tr>
<td></td>
<td>(for TL-2 rated TMA)</td>
</tr>
<tr>
<td>&lt; 45 mph</td>
<td>100 ft.</td>
</tr>
<tr>
<td>45 - 55 mph</td>
<td>*</td>
</tr>
<tr>
<td>&gt; 55 mph</td>
<td>*</td>
</tr>
</tbody>
</table>

* A TL-2 TMA is not rated for these speeds. Use a TL-3 rated TMA.

1 Distances shown are between front of the TMA support vehicle and the beginning of the area or equipment being shielded by the TMA.

2 Distances shown for mobile operations are appropriate for support vehicle speeds up to 15.5 mph.

3 Posted Speed refers to the pre-construction posted speed of the facility on which the TMA is being used.

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

One Traffic Lane may be closed on The Dalles - California Highway (US97) when allowed, shown, or directed during the following periods of time except Memorial Day 2018 as indicated in 00220.40(e)(2):

- Sunday through Saturday, anytime. Limit the length of work area to 1-mile between flaggers.

One Traffic Lane may be closed on the Sherman (US97) when allowed, shown, or directed during the following periods of time:

Spanish Hollow Creek Bridge Construction (MP 0.39)
- January 1st through May 24th 2018, Sunday through Saturday, anytime.
- May 29th through August 30th 2018, Nightly Sunday through Saturday 7:00 p.m. to 7:00 a.m.
- September 4th 2018 through May 23rd 2019, Sunday through Saturday, anytime
- May 28th through August 29th 2019, Nightly Sunday through Saturday 7:00 p.m. to 7:00 a.m.
- September 3rd 2019 through November 15, 2019, Sunday through Saturday, anytime.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

One Traffic Lane may be closed on the Sherman (US97) when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

Spanish Hollow Creek Bridge Retrofits and Slope Cut (MP 2.37 – MP 6.98)
- Nightly, Sunday night through Friday morning, between 5:00 p.m. and 9:00 a.m. Between 5:00 p.m. and 7:00 p.m., limit the length of the work area to ½ mile between flaggers.

Add the following subsection:

00220.40(f) Limited Duration Road Closure - The Contractor will be permitted to close all Traffic Lanes for periods not to exceed 20 minutes in duration during blasting. This work will only be permitted January through April, Monday through Thursday, anytime, except as indicated in 00220.40(e)(2).

The Contractor will be permitted to close all Traffic Lanes for periods not to exceed 20 minutes in duration during erecting bridge girders. This work will only be permitted September 2018 through May 2019, Sunday through Saturday, between the hours of 9:00 p.m. and 5:00 a.m. on the Sherman Highway, except as indicated in 00220.40(e)(2).

The Contractor will be permitted to close all Traffic Lanes for periods not to exceed 20 minutes in duration during erecting bridge girders. This work will only be permitted June 2018 Through June 2019, Sunday through Saturday, anytime on The Dalles – California Highway, except as indicated in 00220.40(e)(2).

Succeeding roadway closures will not be allowed until traffic clears from a preceding closure.

Add the following subsection:

00220.45 Load Restrictions on Bridges - Limit the combined weight of construction vehicles, equipment, and daily material usage to 65,000 pounds for every 1,000 square feet of surface area plus the weight of long term storage of materials to 25,000 pounds for every 100 square feet of surface area of the bridge or a total of 200,000 pounds for each span of the bridge, whichever is less.

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

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.02(a) Temporary Signs - Add the following to the end of this subsection:

Install a 54-inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign in advance of each entrance point to the work area at sign spacing “A” from the “TCD Spacing Table” shown on the Standard Drawings. Install a 54-inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign
in advance of each exit point from the work area at sign spacing “A” from the “TCD Spacing Table” shown on the Standard Drawings.

Install a "PROJECT IDENTIFICATION" (CG20-8) sign with an "ODOT" logo rider on the Sherman Highway and The Dalles – California Highway. Place the sign according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Supplemental Drawings, in advance of the "ROAD WORK AHEAD" sign at each end of the Project, facing incoming traffic. The Engineer will determine the sign legend.

Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36-by-24-inch "FINES DOUBLE" (R2-6aP) rider on the Sherman Highway and The Dalles – California Highway, 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 \( \frac{A}{2} \) according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.

When the horizontal clearance for the Roadway is less than 19 feet, install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the Roadway. Locate these horizontal clearance signs as shown or as directed.

Install a "24 HR FLAGGING AHEAD" (CW20-9) sign in each direction approximately 250 feet prior to the "BE PREPARED TO STOP" sign. Remove the temporary signs when 24-hour flagging is no longer required, or as directed.

Install a 60-by-36-inch "INTERMITTENT ROAD WORK NEXT 75 MILES" (CG20-13) sign on the Sherman Highway and The Dalles – California Highway, in advance of the "ROAD WORK AHEAD" (W20-1) sign on each end of the Project according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings.

**00225.12(d) Impact Attenuators** - Add the following to the end of this subsection:

Furnish appropriate TMAs from the QPL, based on the pre-construction posted speed, as follows:

<table>
<thead>
<tr>
<th>Pre-Construction Posted Speed:</th>
<th>TMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 45 mph</td>
<td>TL-2 Rated TMA</td>
</tr>
<tr>
<td>45 - 70 mph</td>
<td>TL-3 Rated TMA</td>
</tr>
</tbody>
</table>

The support vehicle for a TL-2 rated TMA shall have a minimum weight of 9,900 pounds. The support vehicle for a TL-3 rated TMA shall have a minimum weight of 22,000 pounds.

When a TMA is in place, set the parking brake and transmission on the support vehicle as recommended by the TMA manufacturer.

If used in a mobile operation, the TMA support vehicle shall maintain a consistent distance from the mobile operation, as shown in the TMA Support Vehicle Placement tables.
00225.14(a) Flagger Station Lighting - Add the following bullet to the end of the bullet list:

- In addition to the products listed on the QPL, tripod mounted or cart mounted flagger station lights that were purchased on or before January 1, 2014 and that were on the QPL before January 1, 2014 may also be used. Provide proof of the original purchase date to the Engineer.

Add the following subsection:

00225.16(c) Radar Speed Trailer - Use a radar speed trailer with a Type 2 panel from the QPL, Conditional List, or as approved.

Add the following subsection:

00225.19 Pole Base Excavation Covers - Use pole base excavation covers meeting the following requirements:

- Utility grade plywood
- 3/4-inch minimum thickness
- New or in like new condition

Add the following subsection:

00225.41(g) Temporary Speed Zone Reduction - Install a temporary regulatory speed zone, as directed. Use regulatory signs for all required temporary speed zone signage.

Add the following subsection:

00225.46(d) Radar Speed Trailers - Provide and install radar speed trailers according to the Plans and the following:

- Place and delineate according to the Flagger Station Lighting Delineation detail as shown on the Standard Drawings, or as directed.
- Operate radar speed modes and set speed thresholds as directed and as follows:
  - Use an over speed threshold equal to the posted speed on the radar speed trailer.
  - Use a blackout speed threshold of 85 mph, which does not allow the radar speed trailer to display a speed or message when the measured speed exceeds 85 mph.
  - Program to display the over speed message as follows, or as approved by the Engineer:
    - SLOW
    - DOWN
    Ensure that the over speed message is displayed when the measured vehicle speeds exceed the posted speed mounted on the radar speed trailer but do not exceed the blackout speed threshold.
- Provide speed and event logging data to the Engineer at the completion of the Project, in a format compatible with Microsoft Excel.
- When not actively displaying speeds, remove from the Roadway and locate the radar speed trailer at least 30 feet from the nearest open Traffic Lane, behind a barrier system, or as directed.
• Install a 30-by-36-inch “SPEED XX” (OR2-1) sign below the trailer display panel. The “XX” value is determined by a Speed Zone Order signed by the State Traffic Engineer.

00225.62(b) Temporary Impact Attenuators - Add the following paragraph to the end of this subsection:

Repair of damage to support vehicles on which TMAs are mounted will be at no additional cost to the Agency.

00225.66 Portable Electrical Signs - Replace this subsection, except for the subsection number and title, with the following:

Maintain and use the required PCMS, radar speed trailers, and sequential arrow signs according to the manufacturer's recommendations, TCP, and as required. Do not display or alter any sign message before it is approved.

While PCMS, radar speed trailers, and sequential arrow signs are in use, have repair Equipment and parts on the Project site, as recommended by the manufacturer.

When directed, repair or replace sequential arrow signs, radar speed signs, and PCMS that are damaged or destroyed before continuing Work that requires use of the signs.

Temporary signing quantities include temporary regulatory speed zone signage.

Add the following subsection:

00225.86(c) Radar Speed Trailers - Radar speed trailers will be measured on the unit basis, when the devices are initially installed on the Project.

00225.92 Temporary Barricades, Guardrail, Barrier, Attenuators, and Channelizing Devices - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for moving TMAs or for repair of damage to support vehicles on which TMAs are mounted.

00225.96 Temporary Electrical Signs - Add the following pay item to the pay item list:

(c) Radar Speed Trailer ........................................ Each

Add the following paragraph to the end of this subsection.

Item (c) includes furnishing, operating, moving, maintaining, and removing the radar speed trailer.
SECTION 00235 - AGENCY PROVIDED MATERIAL SOURCES AND DISPOSAL SITES

Section 00235, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00235.00 Scope - This work consists of utilizing Agency provided prospective or mandatory material sources and prospective or mandatory disposal sites as the Contractor elects or as required for the construction of the Contract.

00235.01 Material Source Specific Requirements - The following prospective material sources, for the production of riprap materials, that may warrant investigation and consideration for use by the Contractor on this Project are as follows:

- **Source Name** – Fulton Canyon Quarry
- **Source Number** - OR- 28-002-4
- **DOGAMI Number** - 28-0006
- **Location** - Approximately 3 miles west of Biggs Junction on OR 206, in the NE 1/4 of Section 24, T. 2 N., R. 15 E., W.M.
- **Access** - Adjacent South of MP 4.7 of OR 206.
- **Available Area for Equipment Setup, Stockpiling, and Processing Aggregate:**
  - **Existing** - 5 acres

- **Source Name** – Bourbon Quarry
- **Source Number** - OR- 28-016-4
- **DOGAMI Number** - 28-0017
- **Location** - Approximately 7.5 miles south of Grass Valley on US 97 in the SE 1/4 and SW 1/4 of Section 31, T. 3 S., R. 17. E., W.M.
- **Access** - Adjacent east of MP 35.41 of US 97
- **Available Area for Equipment Setup, Stockpiling, and Processing Aggregate:**
  - **Existing** - 2 acres

If the Contractor elects not to utilize the above listed sources 00160.60 applies.

00235.02 Disposal Site Specific Requirements - The following prospective disposal site for materials classed as waste materials in 00330.41(a-3) and 00330.41(a-4), as long as the material does not contain hazardous substances, that may warrant investigation and consideration for use by the Contractor on this Project is as follows:

- **Site Name** – Agency Right of Way, US 97 at Mile Post 1.5
- **Location** - Approximately 1.5 miles south of Biggs Junction on US 97 in the SE1/4 of Section 16, T. 2 N., R. 16 E., W.M.
- **Access** - Adjacent east of MP 1.5 of US 97
• Available Area for Material Disposal of Waste Material:
  • Existing – 2.5 acres

If the Contractor elects not to utilize the above listed disposal site(s) and unless otherwise specifically allowed and subject to the requirements of 00280.05, dispose of materials, classed as waste materials in 00330.41(a)(3) and 00330.41(a)(4), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

00235.03 Laws - Conduct operations within the material sources/disposal site according to all applicable State, county, and federal laws including mining and fire laws. Provide, operate, and maintain wildland firefighting equipment appropriate for the current fire levels on-site at all times during all material sources/disposal site operations.

00235.04 Permits - Copies of the Department of Geology and Mineral Industries (DOGAMI Operating Permits and Reclamation Plans, County Conditional Use Permits and the material sources and disposal site narratives for the material sources/disposal site are available for inspection at the Project Manager's office. The Contractor shall examine and become familiar with all documents. Operations within the material sources/disposal site shall conform to the stipulations and conditions of these documents and to all of the requirements of the Plans and these Special Provisions.

00235.05 Pre-Work Meeting - Before occupying material sources/disposal site, attend a pre-work meeting at each material source and the disposal site with the Engineer and the following owners or representatives:

  • ODOT Engineering Geologist
  • ODOT Region Environmental Coordinator

Coordinate material sources/disposal site occupancy with the Engineer. The material sources/disposal site Project boundaries, excavation areas, disposal area, access roads, stockpile and processing area, and no work area shall be as shown. Do not operate beyond the material sources/disposal site Project boundaries or no work area(s) as shown unless otherwise directed in writing.

00235.06 Source Development - Provide all proposed changes to the Plans and Special Provisions in writing and obtain written approval before making changes to the material sources/disposal site Project boundaries, excavation areas, disposal area, access roads, and stockpile and processing area.

Develop a site-specific Erosion and Sediment Control Plan for each material source and the disposal site according to 00280.04 and submit it to the Engineer at or before the pre-work meeting. Construct stormwater control berm(s) as needed to control runoff. Do not allow any materials, including sediments, Aggregate or crushing by-products to enter into waterways or wetlands.

Develop a site-specific Pollution Control Plan for each material source and the disposal site according to 00290.30(b), and submit it to the Engineer at or before the pre-work meeting. Include the following details:
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

- Do not discharge waste or by-product if it contains any substance in concentrations that could contaminate soils or result in harm to fish, wildlife, or water sources.
- Store all potentially hazardous materials and solid waste in a manner that prevents seepage into the ground or groundwater sources.
- For materials capable of causing water pollution if discharged, locate storage facilities in an area that prevents spillage into waterways or Wetlands.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

Construction

00235.40 General - All vehicles and equipment, prior to entering the sites for the first time, and each subsequent time if the vehicle has left the roadway outside the construction project limits, shall be steam cleaned of all debris (soil, dirt, plant parts, and vegetative matter) before being brought back to the site. Notify the Engineer before moving each vehicle onto the sites. Certify, in writing, that the equipment has been steam cleaned.

00235.41 Restrictions and Protection of Resources - Comply with the following for all operations within the material sources/disposal site:

- Protect cultural resources according to 00290.50.
- Protect migratory birds according to 00290.36(a).
- Do not utilize, contaminate, or disperse material from existing stockpiles. If existing stockpiles interfere with the Contractor's operations, move the stockpiles to other locations within the material sources/disposal site area as directed, at no additional cost to the Agency.
- Limit mineral and aggregate extraction, crushing, processing, equipment operation activities including drilling, and disposal activities to the hours of 7:00 a.m. to 10:00 p.m., Monday through Saturday unless modifications to these hours are requested in writing and approved by the Engineer. Do not conduct any operation on Sundays or legal holidays, as defined in 00170.65(c)(1).

00235.42 Source/Site Setup - Before proceeding with work in the material sources/disposal site, the following apply:

(a) Access:

- Access to the Fulton Canyon Quarry, source number OR-28-016-4, is through locked gate. Coordinate with the Engineer to obtain access to the gate.
- Routine road maintenance activities such as grading and watering of the access roads do not need review or approval. Perform maintenance of the gates at Fulton Canyon Quarry as part of the routine maintenance. Maintain or develop drain dips, water bars, road crowning, in-slopes and out-slopes during road maintenance.
- If necessary to control runoff, use existing, loose and non-stockpiled material or clean soil or a combination of clean soil and rock, to construct a stormwater control berm(s). Grade and leave level, all areas of the material sources/disposal site disturbed during construction of the stormwater control berm(s). Construct the stormwater control berm 3 feet high, with side slopes of 1V:2H.

00235.43 Blasting – Blasting will not be allowed in the material sources or disposal site.
00235.44 Source/Site Operations - The following apply during material sources/disposal site operations:

- Excavated materials will need to be processed or sized to meet required gradations.
- In the disposal site, material to be reused on the project may be temporarily stockpiled and processed as needed. Material to be disposed of long-term should be placed in the disposal areas as shown. Rock rubble placed in the disposal area should not have pieces exceeding 15 inches in any dimension.
- To control dust, apply water to material sources/disposal site accesses, haul roads, processing operations, and disposal operations. A water source is not available on-site within the material sources/disposal site.
- Place only material that is identified as acceptable for this site in the disposal area as shown. Maintain a minimum 10-foot wide buffer strip between the toe of the disposal area and the Project boundary, access road, and drainage pipes. Smooth and contour the disposal area to form side slopes no steeper than 1V:2H.
- Protect existing drainage pipes and maintain existing drainages as shown.
- Provide traffic control related to ingress and egress movements at each material source and the disposal site in a manner that allows a safe work zone and safe passage of vehicles.

00235.45 Source/Site Clean-up - The following apply at the completion of operations:

- In the material sources, place all excess oversize material generated by the Contractor in the existing oversize stockpile(s) as shown. Oversize material shall not exceed 2.5 feet in any dimension.
- Place all excess produced materials remaining at the end of operations in separate and accessible stockpiles on Agency owned or controlled property in areas designated by the Engineer, at no additional cost to the Agency.
- Leave the material sources/disposal site haul roads and bench access roads open. Do not rip or block the roads except a few large boulders may be used to block off access to the upper bench areas.
- Leave the excavation areas and stockpile and processing areas with uniform, reasonably smooth floors, free of depressions, holes, and sharp drops, and no steep side slopes.
- Pile and burn all construction slash and combustible debris resulting from use and development of the source, including the preexisting refuse identified at the pre-work meeting, even if it is from outside the material sources/disposal site project boundary except for grass and small shrubs that are incorporated into the overburden. Comply with all open burning regulations in effect at the time of source occupancy. If burning is not allowed, all construction slash and combustible debris become the property of the Contractor, to be treated as noncombustible and removed from material sources/disposal site.

00235.46 Seeding: No seeding is required within the material sources/disposal site for this Project.
00235.47 Source/Site Vacating - Before vacating the material sources/disposal site the following apply:

- Remove all structures, noncombustible debris, and equipment from the material sources/disposal site, even if it was pre-existing.
- Remove solid waste and hazardous material from the sites and dispose of properly. These include, but are not limited to, bag-house sludge or fines, lime, excess liquid asphalt, rejected and excess asphalt mixture, plant cleanings, materials placed in sumps, tires, pipes, belts, screens and truck cleanings. Provide documentary evidence of proper disposal and verify the amount of material removed.
- If a spill or dumping has occurred or if a spill or dumping is suspected to have occurred, the Engineer will sample and test underlying material after all contaminated material is removed to assure compliance with DEQ regulations and to make sure that no material residue has been left behind. If test results show that material residue remains, perform additional cleanup measures according to DEQ requirements.
- Attend a post-work meeting at the material sources/disposal site to evaluate material sources/disposal site rehabilitation work with the Engineer and the following owners or representatives:
  - ODOT Engineering Geologist
  - ODOT Region Environmental Coordinator

Measurement

00235.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00235.90 Payment - No separate or additional payment will be made for Work performed under this Section. Payment will be included in payment made for the appropriate items under which this Section is required.

SECTION 00245 - TEMPORARY WATER MANAGEMENT

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

Description

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

00245.02 Definitions:
**Temporary Water Management Facility** - A facility that conveys water around work areas, removes water from work areas, and treats and discharges water at locations outside work areas.

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

Include at least the following information:

- The sequence and schedule for dewatering and re-watering.
- How the work area will be isolated from the active stream flow upstream, through, and downstream.
- How the stream flow will be routed and conveyed around or through the isolated work area.
- How the isolated area will be de-watered.
- How the pumped water will be treated before it is discharged downstream.
- Discuss all construction stages.
- A list of on-site backup materials and equipment
- Calculations of water withdraw pumps capacity.

Obtain the Engineer’s written approval before beginning work in in-water work areas.

**Materials**

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

Pipe ................................................................. 00445.11
Plastic Sheeting .............................................. 00280.14(a)
Sandbags ......................................................... 00280.15(a)
Water Intake Screening .................................... 00290.34(c)

Furnish pumps that are:

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

**Construction**

**00245.40 Fish Removal** - The Agency, ODFW biologists, or ODOT consultant personnel will remove fish and aquatic life from the isolation work areas. Coordinate fish removal with the Engineer 28 Calendar Days before beginning work in regulated work areas. Allow them
access into the isolation work areas before and after installation of the temporary water management facilities for removal of fish and aquatic life as follows:

- **Before Installation of Facilities** - Before installing temporary water management facilities they will remove fish and aquatic life within the proposed isolated work area.

- **After Installation of Facilities** - After installing temporary water management facilities begin reducing the water level through the isolated work area. They will remove all fish and aquatic life as the water level is reduced. Do not de-water the isolation area until all fish and aquatic life have been removed.

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

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

- Protect fish and fish habitat according to 00290.34.
- Maintain and control water flow downstream of the isolated work area for the duration of the diversion to prevent downstream de-watering.
- Clean and repair water intake screening to maintain adequate flow and protection of aquatic life.
- In the event of containment failure immediately notify the Engineer so arrangements can be made to remove fish and aquatic life from the isolation work areas prior to the continuation of work within the ordinary high water limits.

**00245.43 Maintenance** - Monitor water turbidity according to 00290.30(a)(8).

**00245.44 Removal** - Remove the temporary water management facility and rewater and restore the stream flow when approved by the Engineer. Maintain downstream water flow during removal of the facility.

**Measurement**

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

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

Temporary Water Management Facility at Station 30+20:

- Pipe .............................................................. 120 Feet
- Plastic Sheeting ........................................... 30 Square Yard
- Sandbags......................................................... 350 Each
Temporary Water Management Facility at Station 32+60:

Pipe ................................................................. 185 Feet
Plastic Sheeting ........................................ 35 Square Yard
Sandbags ......................................................... 475 Each

Temporary Water Management Facility at Station 37+75:

Pipe ................................................................. 265 Feet
Plastic Sheeting ........................................ 35 Square Yard
Sandbags ......................................................... 475 Each

Temporary Water Management Facility at Station 134+40:

Pipe ................................................................. 165 Feet
Plastic Sheeting ........................................ 45 Square Yard
Sandbags ......................................................... 570 Each

Temporary Water Management Facility at Station 140+25:

Pipe ................................................................. 175 Feet
Plastic Sheeting ........................................ 50 Square Yard
Sandbags ......................................................... 630 Each

Temporary Water Management Facility at Station 173+95:

Pipe ................................................................. 160 Feet
Plastic Sheeting ........................................ 40 Square Yard
Sandbags ......................................................... 525 Each

Temporary Water Management Facility at Station 180+60:

Pipe ................................................................. 210 Feet
Plastic Sheeting ........................................ 35 Square Yard
Sandbags ......................................................... 450 Each

Temporary Water Management Facility at Station 331+60:

Pipe ................................................................. 215 Feet
Plastic Sheeting ........................................ 30 Square Yard
Sandbags ......................................................... 345 Each

Temporary Water Management Facility at Station 372+75:

Pipe ................................................................. 190 Feet
Plastic Sheeting ........................................ 25 Square Yard
Sandbags ......................................................... 300 Each

Temporary Water Management Facility at Station 419+70:

Pipe ................................................................. 340 Feet
Turbidity monitoring will be measured according to 00290.80.

Payment

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

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

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

Turbidity monitoring will be paid according to 00290.90.

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

SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

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

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

On Structure No. 22538 and 22576, provide temporary work access and containment for bridge removal and bridge construction activities.

On Structure No. 08893, provide temporary work access and containment for bents 2 and 3.

On Structure No. 08894, provide temporary work access and containment for bents 2 and 3.

On Structure No. 08895, provide temporary work access and containment for bents 1 through 7.

On Structure No. 08896, provide temporary work access and containment for bents 1 through 6.

On Structure No. 09997, provide temporary work access and containment for bents 1 through 4 and for spans as required for concrete repair.

On Structure No. 09998, provide temporary work access and containment bents 1 through 4 and for spans as required for concrete repair.
00253.02 Definitions:

- **Basic Wind Speed** - Three-second gust speed at 33 feet above ground in open terrain with scattered obstructions not over 30 feet high.

- **Dead Load** - Self-weight of a structure, such as a work platform, scaffolding, and containment.

- **Factor of Safety** - Component ultimate failure load divided by the maximum working load combination applied to the component.

- **Fundamental Frequency** - Lowest natural frequency of vibration for a structure, measured in Hz.

- **Live Load** - The weight of personnel, equipment, materials, debris, and vehicles.

- **Point Load** - A force applied to a structure at a single point.

- **Projected Area** - The area of a structure exposed to the wind. For winds parallel to the roadway, the projected area of containment is the width of the containment multiplied by its height. For winds transverse to the roadway, projected area is the length of the containment multiplied by its height.

- **Span** - A section of bridge superstructure between piers.

- **Wind Load** - Forces imparted on a structure, such as a bridge or containment, by wind pressure and structural dynamic response to wind.

00253.03 Submittals - Add the following paragraph and bullets to the end of this subsection:

Submit the following:

- Stamped design calculations assuring that the bridge structural members can safely resist the combined effects of dead loads, live loads, and wind loads

- Stamped Working Drawings clearly defining dimensional limits and loading limits that satisfy the conditions listed in 00253.14 for exemption from design calculations for the bridge structural members. Identify the work platform, scaffolding, and containment system dead load (in pounds per square foot) in the loading note, and identify the maximum allowable accumulations of collected debris or water (inches depth) allowed in conjunction with the number of workers allowed and the concentrated loads (in pounds) of equipment and materials to be used within the structure. Identify the maximum wind speed at which containment wall materials remains on the structure.

- Stamped work platform and scaffolding Working Drawings, specifications and design calculations

Add the following subsection:
00253.09 Work Platform, Scaffolding and Containment Structural Design Requirements

Design work platforms, scaffolding, and containment structures for dead load, live load, and wind load with a basic wind speed of 72 mph, applied in the most critical direction. For structures with fundamental frequency less than 1 Hz, design for wind loads accounting for structural dynamic effects.

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

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

For containment structures positioned symmetrically on any span, design calculations for the bridge structural members are not required if all of the following conditions are satisfied:

- Total combined live load and dead load of all work platforms and containment structures supported by the span, including all personnel, equipment, materials, and collected debris or water, does not exceed 25 pounds per square foot.
- Point loads do not exceed 1200 pounds at each point and point loads are spaced at least 5 feet in both horizontal directions. Point loads are applied to deck within one foot of a girder, cross beam, or diaphragm, or directly to a girder, cross beam or diaphragm.
- The maximum temporary access area supported by any individual span is less than 150 sqft.

For containment structures positioned asymmetrically on any span, design calculations for the bridge structural members are not required if all of the following conditions are satisfied:

- Total combined live load and dead load of all work platforms and containment structures supported by the span, including all personnel, equipment, materials, and collected debris or water, does not exceed 25 pounds per square foot.
- Point loads do not exceed 1000 pounds at each point and point loads are spaced at least 5 feet in both horizontal directions. Point loads are applied to deck within one foot of a girder, cross beam, or diaphragm.
- The maximum temporary access area supported by any individual span is less than 150 sqft.

For movable containment structures, provide positive restraint to prevent movement except when containment structures are being relocated.

Actual wind speeds are measured using a handheld wind speed measuring instrument with certified accuracy 3% of reading.
SECTION 00255 - TEMPORARY SUPPORT FOR EXISTING BRIDGE

Section 00255, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00255.00 Scope - This work consists of designing, constructing, inspecting, maintaining, and removing temporary support for existing bridges as shown or directed.

00255.03 Submittals - Submit the following 14 Calendar Days before the preinstallation conference:

- The Temporary Support for Existing Bridge Design Checklist which is included at the end of this Section.
- Stamped working drawings and calculations, including hydraulic, scour, and foundation calculations, according to 00150.35.
- For used material, provide the following:
  - The locations of all acceptable defects on the working drawings with supporting design calculations.
  - Documentation that all primary and secondary members to be incorporated into the temporary support for existing bridge meet the requirements of 00255.10.
  - A statement that the Design Engineer of Record has inspected the used material to be incorporated into the temporary support for existing bridge.

00255.04 Preinstallation Conference - Hold a preinstallation conference with the Engineer, Contractor personnel, fabricator, Design Engineer of Record, and all other personnel who will be involved in installing the temporary support for existing bridge. Meet at a mutually agreed time two weeks before installation work begins. Present and discuss all phases of the temporary support for existing bridge installation work.

Materials

00255.10 Material - Furnish new or used material for temporary support for existing bridges.

(a) New and Used Material - New and used material for temporary support for existing bridges may contain the following defects:

- Precast prestressed concrete members with spalling, cracking, section loss, or other distress that still satisfy the strength and serviceability requirements for the intended use.
- Structural steel members with notches, gouges, flame cuts, welds that have been repaired according to AWS D1.5, Section 3 or holes meeting the requirements of AWS D1.5 that still meet the structural design and fatigue requirements for the intended use.
(b) **New Material** - Furnish new material for temporary support for existing bridges according to the applicable Sections of Part 00500.

(c) **Used Material** - Used materials are defined as materials that:

- Are reclaimed from previous projects.
- Performed satisfactorily on previous projects.
- Have no damage that affects the strength or serviceability required for the application intended.
- The Design Engineer of Record can certify for use as a part of the temporary support for existing bridge according to 00255.44.

(1) **Precast Prestressed Concrete Members** - Furnish precast prestressed concrete members that:

- Meet the requirements of Section 00550.
- Are permanently marked, in a location that is visible after assembly, with the manufacturer's initials, cast date, job number, piece number, bridge number, and contract number.

Provide copies of the original shop drawings.

(2) **Structural Steel Members** - Furnish primary and secondary members that meet one of the following criteria:

**Documented Steel:**

- Meet the requirements of AASHTO M 160 (ASTM A 6).
- All existing welds were tested for discontinuities using magnetic particle, ultrasonic, or radiographic testing as appropriate according to AWS D1.5, Section 3. Evaluate all full penetration welds using tension criteria. Submit copies of all nondestructive testing (NDT) test reports to the Engineer.
- Meet the requirements of Section 02530. Verify by providing original material test reports or test reports on samples tested for yield and tensile strength, elongation, and Charpy Impact strength (zone 2).

**Undocumented Steel:**

- Meet the requirements of AASHTO M 160 (ASTM A 6).
- For the purpose of this Section, all design calculations for undocumented steel will be limited to the minimum requirements of ASTM A 36 steel.
- All existing welds were tested for discontinuities using magnetic particle, ultrasonic, or radiographic testing as appropriate according to AWS D1.5, Section 3. Evaluate all full penetration welds using tension criteria. Submit copies of all NDT test reports to the Engineer.

(3) **Timber Members** - Furnish timber members that:
• Meet the requirements of Section 02130.
• Do not contain rot, physical damage, or undue distortion.

(4) Piling:

a. **Steel Piles** - Furnish steel piles meeting the requirements of Section 02520. Verify the grade of steel piles by furnishing original material test reports or test reports on samples tested for yield and tensile strength, and elongation.

For the purpose of this Section, all design calculations for undocumented steel will be limited to the minimum requirements of ASTM 252, Grade 1 steel for pipe piles and ASTM A 36 steel for H-Piles.

b. **Timber Piles** - Used timber piles are not allowed.

**Construction**

00255.41 **Design** - Design temporary support for existing bridges according to the "Bridge Temporary Works" section of the ODOT "Bridge Design and Drafting Manual". Use the ODOT "Bridge Design and Drafting Manual" edition that is current on the date of Advertisement.

(a) **Spread Footings** - For temporary bridges supported on spread footings, provide the following information:

• Soil or rock properties, ground water levels and all assumptions used to characterize the subsurface conditions for footing design.
• Estimated scour depths used in the analysis.
• Bearing capacity design calculations and recommendations.
• Recommended footing elevations.
• Estimated footing settlements and differential settlement, if applicable, based on the service conditions.
• Global stability analysis of spread footing locations.
• Method of providing adequate footing scour protection.

(b) **Driven Piles** - For temporary bridges supported on driven piles:

• Include the following information on the drawings:
  • Pile type, size, and steel grade.
  • Pile layout and spacing.
  • Required ultimate bearing capacity (nominal resistance).
  • Method for field determination of ultimate (nominal) bearing capacity (dynamic formula, wave equation, or dynamic load test).
  • Minimum pile tip elevations.
• Provide the following information and calculations:
  • Subsurface material properties, ground water levels and all assumptions used to characterize the subsurface conditions for pile design.
  • Estimated scour depths used in the analysis.
  • Pile bearing capacity design calculations and recommendations.

• Provide the following analysis and recommendations when applicable:
  • Lateral pile load analysis.
  • Pile tip protection.
  • Pile uplift capacity.

(c) **Stream Crossings** - For stream crossings, provide vertical and horizontal clearances as required by the applicable permitting agencies, but not less than a 5 year flood. Provide scour calculations to support the estimated scour depth used in the foundation design.

(d) **Roadway and Railroad Crossings** - For roadway and railroad crossings, provide the vertical and horizontal clearances as shown and the following:

1. **Bents Adjacent to Highways** - For bents located adjacent to highway traffic openings, provide:
   • Temporarily pinned, pin and loop concrete barrier to protect the structure from damage by adjacent traffic. Provide at least 1 foot clearance between the barrier and the bent.
   • Posts designed for 150% of the calculated vertical loading.
   • Mechanical connections (2,000 pounds minimum capacity) between the bottom of post and footing.
   • Mechanical connections (1,000 pounds minimum capacity) between the top of post and cap.
   • Connections (500 pounds minimum capacity) between the beams and cap.
   • 5/8 inch diameter minimum bolts at timber bracing connections.

2. **Bents Adjacent to Railroads** - For bents located adjacent to railroad traffic openings, in addition to the requirements of (d)(1) above, provide the following:
   • Collision posts as shown.
   • For bents located within 20 feet of the centerline of track, solid sheathing 3 feet and 16 feet above top of rail with 5/8 inch thick minimum plywood, properly blocked at the edges.
   • For bents located within 20 feet of the centerline of the track, bracing adequate to resist the required horizontal design loading or a minimum 5,000 pounds horizontal loading.
(e) **Width** - Design temporary support for existing bridges to match the temporary roadway width and vertical and horizontal alignment as shown.

(f) **Surfacing** - Except for concrete decks, provide the structure with a minimum 2 inch asphalt concrete or equivalent wearing surface. Immediately prior to placing the asphalt concrete:

- Clean and dry the surface to be covered.
- Apply a hot asphalt prime coat at a uniform rate of 0.20 to 0.25 gallons per square yard of deck surface or as directed by the Engineer.
- Apply a spread of aggregate, 1/4 inch to 1/2 inch in size, to give the appearance of 50 percent coverage.
- Roll the surface to secure the maximum embedment of the aggregate into the prime coat and surface.

(g) **Roadway Openings** - At roadway openings, provide 25 watt amber lights at 3 foot centers around the perimeter of each side of the support for existing bridge opening. Illuminate the lights from 30 minutes before sunset to 30 minutes after sunrise.

00255.43 **Construction** - Construct temporary support for existing bridges according to the applicable Sections of Part 00500 and the requirements of applicable permitting agencies.

Perform structural steel welding according to 00560.26(a) and steel piling welding according to 00520.43(g). Do not begin welding until all of the following have been approved:

- WPS-Welding Procedure Specification
- PQR-Procedure Qualification Records
- WQTR-Welder Qualification Test Records
- MTR-Material Test Report
- CWI-AWS Certified Welding Inspector

Field welding to girders, beams, stringers, crossbeams, and floor beams is not allowed.

00255.44 **Opening to Traffic:**

(a) **Before Opening to Traffic** - Before opening temporarily supported bridges to traffic, have the Design Engineer of Record perform the following:

- Inspect the soils to confirm that bearing capacity equals or exceeds design assumptions.
- Accompany the Engineer on an inspection of the structure to confirm the structure and materials conform to the plans and specifications.
- Furnish a written statement that the structure and the materials used will serve the intended use and that they comply with the Design Engineer of Record's submitted plans and drawings.
(b) After Opening to Traffic - On temporarily supported bridges that are open to traffic for more than one year, do the following:

- On or before each anniversary of the opening of the temporarily supported structure, have the Design Engineer of Record inspect the structure and certify that a hands-on inspection of the structure has been performed and a determination has been made that the structure is consistent with the approved design and is currently adequate for its design loads.
- Furnish a signed and stamped report of the inspection results and certification within 30 Calendar Days of the inspection.

Maintenance

00255.60 Structure Maintenance - Maintain temporarily supported bridges, including wearing surfaces, in a safe and functional condition. Keep bracing and connections tight and immediately replace any damaged members, as directed or approved by the Engineer. For stream crossings, remove all debris or drift from the structure.

Finishing and Clean Up

00255.70 Structure Removal - When temporary support for existing bridges are no longer needed, remove them according to Section 00310. Unless otherwise shown or specified, all temporary bridge materials will remain the property of the Contractor.

Satisfy all requirements of applicable permitting agencies during bridge removal.

Restore all areas occupied by the temporary bridges to original condition or as shown.

Measurement

00255.80 Measurement - No measurement of quantities will be made for work performed under this Section.

Payment

00255.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the item "Temporary Support For Existing Bridges".

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for designing, constructing, maintaining, inspecting, and removing the temporary support for existing bridges.
TEMPORARY SUPPORT FOR EXISTING BRIDGE DESIGN CHECKLIST

Instructions - This checklist was developed to facilitate the design, review, and erection of temporary support for existing bridges. It is intended to remind the Design Engineer of Record to design and to check for specific aspects of construction. It is not a substitute for plan and design criteria or specification requirements.

The checklist is to be completed and signed by the temporary support for existing bridge Design Engineer of Record. Answer every question. Attach explanations of all negative responses to this checklist. Submit this checklist with the submittals.

A. Contract Plans, Specifications, and Permits

1. Are the temporary support for existing bridge's plans prepared, stamped and signed by an engineer registered to practice in Oregon?  
   
   YES  NO  N/A

2. Have three complete sets (five if railroad approval is required) of the design calculations been included with the temporary support for existing bridge drawings submittal?  
   
   YES  NO  N/A

3. Are temporary support for existing bridge plans in compliance with the requirements of the construction plans and specifications?  
   
   YES  NO  N/A

4. Are temporary support for existing bridge plans in compliance with the requirements of the Oregon Standard Specifications for Construction, subsection 00150.35?  
   
   YES  NO  N/A

5. Are all existing, adjusted or new utilities in proximity with the proposed temporary support for existing bridge shown on the temporary support for existing bridge plans and is protection of these utilities addressed?  
   
   YES  NO  N/A

6. Are clearance requirements satisfied and shown on the temporary support for existing bridge plans?  
   
   YES  NO  N/A

7. For construction in or over navigable waters, have all requirements for construction of the temporary support for existing bridge that are called for in the Coast Guard Permit been incorporated?  
   
   YES  NO  N/A

8. Has possible damage from traffic been considered?  
   
   YES  NO  N/A

9. Has damage from stream drift been considered?  
   
   YES  NO  N/A
B. Foundation Requirements

1. Is the temporary support for existing bridge supported on driven piling?
   a. Are minimum pile tip elevations or penetration depths indicated on the drawings?
   b. If timber temporary support for existing bridge piles are used, are the lengths sufficient to eliminate the possibility of pile splices?
   c. Is a static pile capacity analysis included in the calculations?
   d. If lateral loads are applied to the piling by equipment, dead loads, flowing water, or drift, is a detailed lateral load analysis included in the calculations?
   e. When piling are in an active waterway, have the potential effects of scour on axial and lateral pile support been addressed in the calculations?
   f. If the FHWA Gates Equation is used to determine bearing capacity, does the proposed pile hammer meet the minimum field energy requirements as listed in 00520.20(d)(2)?
   g. Will a driving criteria graph, plotting blow count versus stroke for an acceptable pile hammer, be provided for the project inspector?

2. Is the temporary support for existing bridge supported on spread footings?
   a. Are the spread footing elevations shown on the drawings?
   b. Has a rational method for determining the ultimate bearing capacity of the foundation materials been presented and described in the calculations?
   c. Have the soil parameters used in calculating the ultimate bearing capacity been listed and confirmed by the Design Engineer of Record?
   d. Has an appropriate Factor of Safety, or resistance factor, been used for calculating the allowable (or factored) bearing capacity of the foundation materials?
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

e. Are spread footing settlement estimates included in the calculations?  _____  _____  _____

f. Have effective stresses been used in the calculations, when applicable?  _____  _____  _____

g. When spread footings are founded near the top of a slope or in a slope, have the ultimate bearing capacity calculations been modified accordingly?  _____  _____  _____

h. When spread footings may be subjected to flowing water, have the potential effects of scour on ultimate bearing capacity been addressed in the calculations?  _____  _____  _____

C. Loads

1. Has the mass of the contractor’s heavy equipment units crossing the temporary support for existing bridge been included in the calculations?  _____  _____  _____

2. Are design loads and material properties used to determine design stresses for each different temporary support for existing bridge member shown on the temporary support for existing bridge plans?  _____  _____  _____

3. Is the worst loading and member property condition, rather than the average condition, used to obtain design loads?  _____  _____  _____

4. Are concentrated loads included in the analysis of supporting beams or steel beam caps?  _____  _____  _____

D. Allowable Stresses

1. Has the method used for temporary support for existing bridge design of all members except for manufactured assemblies been noted in the design calculations?  _____  _____  _____

2. Are manufactured assemblies identified as to manufacturer, model, rated working capacity and ultimate capacity?  _____  _____  _____

3. Is the allowable stress and the calculated stress listed in the summary for each different temporary support for existing bridge member, except for manufactured assemblies?  _____  _____  _____
E. Timber Temporary Support for existing bridge Construction

1. Are timber grades consistent with material to be delivered to the construction site, and noted on temporary support for existing bridge drawings, and in accompanying calculations for all timber temporary support for existing bridge material?  
   ___________________________  ___________________________  ___________________________

2. If "rough" lumber is used, are the actual lumber dimensions used in the calculations?  
   ___________________________  ___________________________  ___________________________

3. If timber spans are governed by the strength of the timber, are the allowable stress and the calculated stress shown in the calculations?  
   ___________________________  ___________________________  ___________________________

4. If timber spans are governed by the allowable spacing of supporting joists or beams, are the allowable and the proposed spacing shown on the temporary support for existing bridge plans?  
   ___________________________  ___________________________  ___________________________

5. Has timber been checked for bending, shear, bearing stresses, and deflection?  
   ___________________________  ___________________________  ___________________________

6. Is deck timber identified as being continuous over three or more spans when they are not analyzed as simple spans?  
   ___________________________  ___________________________  ___________________________

7. Have deck timber and cap beams been checked for bearing stresses perpendicular to the grain as well as for bending and shear stresses?  
   ___________________________  ___________________________  ___________________________

8. Have posts been checked as columns as well as for compression parallel to the grain?  
   ___________________________  ___________________________  ___________________________

F. Prestressed Concrete Members

1. Are manufacturer initials, cast date, job number, piece number, bridge number, and contract number either permanently cast into each member or on a permanently attached stamped steel plate?  
   ___________________________  ___________________________  ___________________________

2. Are members adequate for indented use?  
   ___________________________  ___________________________  ___________________________

3. Are members free of spalls, cracks, section loss or any other distress?  
   ___________________________  ___________________________  ___________________________

4. Is location of each member marked on plans?  
   ___________________________  ___________________________  ___________________________

5. Is location of spalls or section loss of each member marked on plans?  
   ___________________________  ___________________________  ___________________________
G. Steel Temporary support for existing bridge Construction

1. Are steel structural shapes and plates identified by ASTM number on the temporary support for existing bridge plans and in the calculations?  

2. Have exiting holes, notches, gouges, flame cuts, and welds been repaired according to AWS D1.5, Section 3?  

3. Have exiting welds been ground flush and tested for discontinuities?  

4. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange?  

5. Has horizontal plane bracing been shown where required to limit compression flange buckling?  

6. Are holes meeting the requirement of AWS D1.5, Section 3 shown in the temporary support for existing bridge plans?  

7. Are supporting calculations showing the adequacy of steel sections with existing holes included?  

8. Are fatigue category D, E and E' marked on the temporary support for existing bridge plans and is supporting analysis showing adequacy for each fatigue category provided?  

H. Deflections and Settlement

1. Is temporary support for existing bridge deflection for concrete dead load shown on the plans for all spans?  

2. Do stringers supporting cast-in-place concrete compensate for estimated camber?  

3. Are provisions shown for taking up temporary support for existing bridge settlement?  

I. Compression Members, Connections and Bracing

1. Has general buckling been evaluated for all compression members?  

2. Has bracing been provided at all points of assumed support for compression members?
3. Has bracing in each direction been considered in establishing the effective length used to check post capacity?  

4. Is bracing strength and stiffness sufficient for the intended purpose?  

5. If temporary bracing is required during intermediate stages of temporary support for existing bridge erection, is it shown on the plans?  

6. Have all connections been designed and detailed?  

7. Are web stiffeners required on steel cap beams or steel beams to resist eccentric loads?  

8. Are wedges required between longitudinal beams and cap beams to accommodate longitudinal slope or to reduce eccentric loading?  

9. Have sloping temporary support for existing bridge members that exert horizontal forces on the temporary support for existing bridge been braced or tied to resist these loads?  

10. Have timber headers set on shoring towers been checked for eccentric loads, and for shear and bending stresses produced by the eccentricity?  

J. Highway and Railroad Traffic Openings (For temporary support for existing bridge over or adjacent to highway or railroad traffic openings.)  

1. Does the temporary support for existing bridge have a minimum of 25 feet of horizontal clearance from center of the outside track to the bridge abutment?  

2. Does the temporary support for existing bridge have a minimum of 23 feet 6 inch vertical clearance from the top of rail to the bottom of the bridge beam?  

3. Does the temporary support for existing bridge meet all of the railroad permit requirements?  

__________________________________  ________________________  
Design Engineer of Record Signature  Date
SECTION 00256 - TEMPORARY RETAINING WALLS

Section 00256, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00256.00 Scope - This work consists of designing, furnishing, constructing, maintaining, and removing temporary retaining walls at locations shown or specified.

Temporary retaining wall locations and limits shown on the project plans are approximate. Adjust wall stationing, vertical alignments, and horizontal alignments as necessary to facilitate construction and staging requirements.

00256.04 Working Drawings, Calculations, and Design Submittals - Submit temporary retaining wall stamped Working Drawings and design calculations according to 00150.35, except as modified by these Special Provision. Design temporary retaining walls according to Section 15.3.27, and other applicable sections, of the most current version of the ODOT Geotechnical Design Manual (GDM) at the time of Bid Closing.

Submit five sets of the stamped Working Drawings, and three copies of the design calculations, summary, and checklist.

(a) Defined Temporary Retaining Wall Systems - Select temporary retaining wall systems for construction from the list of defined temporary retaining walls provided in Section 15.3.27 of the ODOT GDM.

(b) Atypical Temporary Retaining Wall Systems - Temporary retaining wall systems which are not on the list of retaining walls provided in Section 15.2.4.2 of the ODOT GDM are considered atypical retaining wall systems. If proposing an atypical temporary retaining wall system, submit stamped Working Drawings according to 00150.35. The review and response time allowed for the Agency to return the Working Drawings will be 120 Calendar Days. The submittal of calculations and other data must satisfy the requirements of these Special Provisions and include sufficient detail and explanation of the design for the Agency to process and comment on the Working Drawings. If the Engineer requests additional information or explanation related to the review of the atypical retaining wall system, the Engineer may restart the 120 Calendar Day review period.

Include the following additional information in the atypical retaining wall system submittal:

- If applicable, a list of projects that used the atypical retaining wall system. Include reference contacts.
- A list of supervisory personnel that will be onsite during construction of the atypical retaining wall system and documentation of their experience and qualifications to perform the work.

Perform temporary retaining wall design in accordance with the most current version at the time of Bid Closing of one or more of the following design standard:
Geotechnical and structural analysis and design for the temporary retaining wall shall include but not be limited to the items listed in the Temporary retaining Wall design Checklist. Submit a completed Temporary Retaining Wall Design Checklist and a written Temporary Retaining Wall Design Summary, prepared by the retaining wall design engineer, to accompany the stamped Working Drawings and calculations. Include the following in the Design Summary:

- Identification of the design manuals and specific methodologies used for the analysis and design.
- Identification of the methods of analysis and all computer programs used.
- Soil and material properties used in the retaining wall design. Include any additional boring logs and laboratory test data performed.
- Design loading assumptions and loading diagrams for each wall (including all construction staging loads).
- Design performance requirements, including design life, allowable settlement, and alignment tolerance.
- Construction requirements (specifications), including materials, equipment, and labor necessary for construction of the atypical temporary retaining wall system.
- Quality control plan, including required performance and verification tests.
- Performance requirements (actual threshold limits of tolerable differential foundation settlement and/or lateral movement). Indicate how the performance requirements will be monitored during construction.
- If applicable, temporary wall removal plan.
- All other applicable information for design, detail, sequencing, and construction of the temporary retaining wall.

Materials

00256.10 General - Furnish materials with design properties in accordance with the design requirements and reviewed Working Drawings for the temporary retaining wall and applicable subsections of Sections 0A596 and 0B596.

Labor

00256.30 Personnel Qualifications - Perform the temporary retaining wall construction work using personnel experienced in retaining wall construction work. Submit a list to the Engineer for approval identifying the on-site supervisors and equipment operators assigned to the Project and their experience relevant to the Project. The Engineer will respond within 21 Calendar Days after receipt of the submittal.
Do not begin work on any temporary retaining walls until the qualifications have been approved. The Engineer may suspend the temporary retaining wall construction if the Contractor substitutes unapproved personnel during construction. Submit requests for substitution of on-site supervisors, equipment operators, or testing personnel to the Engineer, who will have 7 Calendar Days to respond to each request. Additional costs resulting from the suspension of work due to the changing of personnel will be at no additional cost to the Agency, and no adjustment in Contract Time resulting from the suspension of work will be allowed.

Construction

00256.40 General - Construct temporary retaining walls according to the reviewed Working Drawings and the applicable subsections of Section 0A596 and Section 0B596.

Maintenance

00256.50 General - Maintain temporary retaining walls in a safe and functional condition as long as the walls are in service. Keep all wall facing elements intact. Repair or replace damaged wall elements as necessary to maintain the retaining walls integrity and safe operational function. Submit stamped Working Drawings for replacement of damaged wall elements or for any wall repairs to the Engineer for review.

Finishing and Cleaning Up

00256.70 General - Temporary retaining walls may be incorporated into the finished embankment only if approved by the Engineer. Bury or remove portions of temporary walls as necessary and according to Section 00310 to accommodate cover requirements.

In areas where temporary retaining walls are to be completely removed, partially removed, or abandoned, restore and mitigate the affected area to meet applicable permitting and project requirements.

Measurement

00256.80 Measurement - No measurement of quantities will be made for work performed under this Section.

Payment

00256.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the item "Temporary Retaining Wall".

Payment will be payment in full for designing, furnishing materials, constructing, inspecting, and for providing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for maintaining, removing, repairing, and replacing temporary retaining walls.
TEMPORARY RETAINING WALL DESIGN CHECKLIST

Instructions - This checklist was developed to facilitate the design, review, and construction of temporary retaining walls. It is intended to remind the Design Engineer of Record to design and to check for specific aspects of construction. It is not a substitute for plan and design criteria or specification requirements.

The checklist is to be completed and signed by the temporary retaining wall Design Engineer of Record. Submit a checklist with each temporary retaining wall submittal. Answer every question. Attach explanations of all “No” or “N/A” responses to this checklist. Submit this checklist with the submittals.

A. General

1. Are the temporary wall stamped Working Drawings and supporting calculations prepared, stamped and signed by an engineer registered to practice in Oregon?  
   YES  NO  N/A

2. Are the temporary retaining wall location, construction sequence, and removal plan compatible with the project construction staging?  
   YES  NO  N/A

B. Design Standards

1. Does the temporary retaining wall design comply with the standards identified in ODOT GDM 15.3.27 and related sections?  
   YES  NO  N/A

2. Is the design standard and edition identified in the temporary retaining wall design calculations and summary?  
   YES  NO  N/A

C. Loading

1. Have the anticipated design loads, including live load and construction surcharge loads, and changing conditions, for different stages of construction been considered and included in the calculations?  
   YES  NO  N/A

2. Have the appropriate load and resistance factors or factors of safety on the retaining wall been identified, for all applicable load combinations or load cases?  
   YES  NO  N/A

3. Have construction equipment loads been included in the calculations for the temporary walls?  
   YES  NO  N/A

4. Have the construction loads for different stages of construction been considered and included in the calculations?  
   YES  NO  N/A
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Grading, Drainage, Structures, Paving and Signing

5. Have loading diagrams been included? ___ ___ ___

D. Geotechnical and Structural Analysis

1. Has Internal stability been evaluated? ___ ___ ___

2. Has external stability been evaluated? ___ ___ ___

3. Has global stability been evaluated? ___ ___ ___

4. Are all existing, adjusted or new utilities in proximity with the proposed temporary retaining wall shown on the temporary wall stamped Working Drawings and is protection of these utilities addressed? ___ ___ ___

5. Has a rational method for determining the ultimate bearing capacity of the foundation materials been presented and described in the calculations? ___ ___ ___

6. When spread footings are founded near the top of a slope or in a slope, have the ultimate bearing capacity calculations been modified accordingly? ___ ___ ___

7. Are wall settlement and lateral deflection estimates provided, including consideration of any settlement effects on adjacent structures or facilities? ___ ___ ___

8. Are mitigation measures required to limit the amount(s) of wall settlement? ___ ___ ___

E. Materials

1. Have the soil parameters and groundwater elevations used in the design calculations been provided and confirmed by the design EOR? ___ ___ ___

2. Are retaining wall material specifications and dimensions identified in the stamped Working Drawings and calculations? ___ ___ ___

F. Temporary Retaining Wall Working Drawings

1. Is the field verified ground topography above and below the wall shown? ___ ___ ___

2. Are all existing, adjusted or new utilities, structures, “no work zones”, and Right-of-Way in proximity to the proposed retaining wall shown on the temporary retaining wall stamped Working Drawings? ___ ___ ___
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

3. Are plan view, elevation and cross sections drawn to scale, with dimensions defining location and size of the retaining wall including top and bottom of wall elevations, horizontal and vertical alignment, original and final ground lines, excavation and fill limits? ___ ___ ___

__________________________________________
Design Engineer of Record Signature Date

SECTION 00270 - TEMPORARY FENCES

Comply with Section 00270 of the Standard Specifications.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Add the following paragraph to the end of this subsection:
The Agency's NPDES 1200-CA Permit is applicable to the Project.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) Water Quality:

• Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.

• Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.

• During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
• 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.

• If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.

• Underwater blasting is not allowed.

• Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete cut saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.

• End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.

• Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.

• The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

(8) **Meter Turbidity Monitoring** - Perform meter turbidity monitoring each day when working in regulated work areas according to the following:

• Use a turbidity meter that has been calibrated to meet manufacturer requirements.

• Before beginning work, take in stream turbidity readings approximately 100 feet upstream and, based on the wetted stream width, at the compliance distance listed in Table 00290-1 downstream of the in-water work area.

• Take in stream turbidity readings upstream and downstream at four hour intervals or more frequently and perform in-water work based on turbidity measurements according to the following:
  • If the downstream reading at the compliance distance is 0 to 4 nephelometric turbidity units (NTU) above upstream levels, continue to work and take readings every four hours.
  • If the downstream reading at the compliance distance is 5 to 29 NTU above upstream levels, modify work procedures and best management practices (BMP) and take a subsequent downstream reading four hours later. If at the subsequent four hour reading, the downstream reading is still 5 to 29 NTU above upstream levels, stop all in-water work and implement additional BMP. Resume in-water work activities the next morning.
  • If the downstream reading at the compliance distance is 30 to 49 NTU above upstream levels, modify work procedures and BMP and take a subsequent downstream reading two hours later. If, at the subsequent two hour reading, the downstream reading is still 30 to 49 NTU above upstream levels, stop all in-water work and implement additional BMP. Resume in-water work activities the next morning.
  • If the downstream reading at the compliance distance is 50 NTU or more above upstream levels, stop all in-water work and implement BMP. Resume in-water work activities the next morning.
Table 00290-1

<table>
<thead>
<tr>
<th>Wetted Stream Width</th>
<th>Compliance Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ 30 feet</td>
<td>50 feet</td>
</tr>
<tr>
<td>&gt; 30 feet to 100 feet</td>
<td>100 feet</td>
</tr>
<tr>
<td>&gt; 100 feet to 200 feet</td>
<td>200 feet</td>
</tr>
<tr>
<td>&gt; 200 feet</td>
<td>300 feet</td>
</tr>
<tr>
<td>Lakes, Ponds, and Reservoirs</td>
<td>Lesser of 100 feet or max. surface dimension</td>
</tr>
</tbody>
</table>

Document all turbidity monitoring results including date, time, and location on the Agency provided form or another form approved by the Agency. Submit reports to the Engineer weekly when working in regulated work areas and keep copies of the reports at the project site.

If work activities violate permit conditions or cause water quality violations which may endanger the health of aquatic life or environment, stop all in-water work activities and notify the Engineer. Submit a written report of violations to the Engineer within 5 Calendar Days of violation.

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

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

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

The regulated work area is the area within the ordinary high water (OHW) elevation that is shown on the plans.

- For this Project, the regulated work area is the area at or below 235.56 feet elevation and between stations 28+69.00 and 32+05.00 (Structure 22538, US97 MP 0.39), the area at or below 512.09 feet elevation and between stations 133+80.00 and 135+10.00 (Structure 08893, US97 MP 2.37), the area at or below 533.46 feet elevation and between stations 140+00 and 141+00 (Structure 08894, US97 MP 2.48), the area at or below 649.51 feet elevation and between stations 171+74.00 and 175+10.00 (Structure 08895, US97 MP 3.11), the area at or below 683.44 feet elevation and between stations 179+48.00 and 182+80.00 (Structure 08896, US97 MP 3.25), the area at or below 1008.69 feet elevation and between stations 330+84.00 and 332+14.00 (Structure 09997, US97 MP 6.20), the area at or below 1060.29 feet elevation and between stations 372+58.00 and 373+45.00 (Structure 09998, US97 MP 6.98), and the area at or below 1771.18 feet elevation and between stations 418+20.87 and 420+20.87 (Structure 22576, US97 MP 75.04).

- Perform work within the regulated work area only during the in-water work period. The in-water work period for Spanish Hollow in 2018 is from July 1 to October 31. The in-water work period for Spanish Hollow for all other construction seasons is from
July 15 to September 30. The in-water work period for Trout Creek is from July 1st to October 31st.

- The total volume of material filled or discharged into waters of the state and waters of the U.S. shall not exceed 8185 cubic yards.
- The total volume of material excavated from the waters of the state and waters of the U.S. shall not exceed 8285 cubic yards.

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

**00290.34(b) Prohibited Operations** - Replace this subsection, except for the subsection number and title, with the following:

Except where allowed by the Contract or by permit, do not:

- Blast underwater.
- Use water jetting.
- Release petroleum products or chemicals in the water.
- Disturb spawning beds.
- Obstruct stream channels.
- Cause silting or sedimentation of waters of the State or waters of the U.S.
- Use treated timbers within the regulated work area.
- Impede adult and juvenile fish passage, including intermittent streams.

Add the following subsection:

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

(1) **General Requirements:**

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

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U.S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the state or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not
block stream flow. When a crossing is no longer needed, completely remove the
crossing and restore the soils and vegetation to the original condition.

- Store fuel and maintain all equipment in staging areas that are at least 150 feet
  away from any waters of the State, waters of the U.S., or storm inlet or on an
  impervious surface that is isolated from any waters of the State, waters of the U.S.,
  or storm inlet.

- If temporary access roads are needed within 150 feet of any body of water, use
  existing routes unless new routes are shown or approved.

- Before beginning work on temporary access routes that are not shown, submit a
  proposal to the Engineer for approval.

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

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

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

Choose size and position of screens to meet the following criteria:

<table>
<thead>
<tr>
<th>Type</th>
<th>Approach Velocity ¹ (Ft./Sec.)</th>
<th>Sweeping Velocity ² (Ft./Sec.)</th>
<th>Wetted Area of Screen (Sq. Ft.)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ditch Screen</td>
<td>≤ 0.4</td>
<td>Shall exceed approach velocity</td>
<td>Divide max. water flow rate (cfs) by 0.4 fps</td>
<td>If screen is longer than 4 feet, angle 45° or less to stream flow</td>
</tr>
<tr>
<td>Screen with proven self-cleaning system</td>
<td>≤ 0.4</td>
<td>–</td>
<td>Divide max. water flow rate (cfs) by 0.4 fps</td>
<td>–</td>
</tr>
<tr>
<td>Screen with no cleaning system other than manual</td>
<td>≤ 0.2</td>
<td>–</td>
<td>Divide max. water flow rate (cfs) by 0.2 fps</td>
<td>Pump rate 1 cfs or less</td>
</tr>
</tbody>
</table>

¹ Velocity perpendicular to screen face at a distance of approximately 3 inches

² Velocity parallel to screen
Provide ditch screens with a bypass system to transport fish safely and rapidly back to the stream.

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

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

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

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

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

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

(7) **Hydro-Acoustic** - Unless otherwise shown or approved, steel piling may be installed below the ordinary high water as follows:
• Minimize the number and diameter of pilings, as feasible.
• Repairs, upgrades, and replacement of existing pilings consistent with these conditions are allowed. In addition, up to five single pilings or one dolphin consisting of three to five pilings may be added to an existing facility.
• Whenever feasible, use vibratory hammer for piling installation. Otherwise, use the smallest drop or impact hammer necessary to complete the job, and set the drop height to the minimum necessary to drive the piling.
• For all pile installed or removed, maintain a pile installation and removal log and submit the log when the related work is completed. Include types, sizes, locations, installation or removal methods, and dates in the log.
• When using an impact hammer to drive or proof steel piling within a body of water, or as directed, use one of the following sound attenuation devices to effectively dampen sound:
  • Completely isolate the pile from the waters of the state and waters of the U.S. by dewatering the area around the pile according to Section 00245.
  • If water velocity is 1.6 feet per second or less, surround the pile being driven with a bubble curtain that distributes small air bubbles around 100% of the piling perimeter for the full depth of the water column and is in accordance with the guidance in Appendix 10 of The ODOT-FHWA Programmatic Endangered Species Act Consultation on the Federal-Aid Highway Program (FAHP) User's Guide. The FAHP User's Guide is available on the Agency's website at:
    http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/Pages/fahp.aspx
  • If water velocity is greater than 1.6 feet per second, surround the piling being driven by a confined bubble curtain (for example: a bubble ring surrounded by a fabric or metal sleeve) that will distribute air bubbles around 100% of the piling perimeter for the full depth of the water column and is in accordance with the guidance in Appendix 10 of The ODOT-FHWA FAHP User's Guide.

(8) 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 open hole.
• 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 Project Manager 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.

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

• Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.

• Visually inspect each load and piece of treated wood. Reject for use in or above aquatic environments if visible residues, bleeding of preservative, preservative-saturated sawdust, contaminated soil, or other matter is present.

• Use pre-fabrication to the extent feasible. When field fabrication is necessary, all cutting and drilling of treated wood, and field preservative treatment of wood exposed by cutting and drilling, shall occur above the OHW. Use tarps, plastic tubs, or similar devices to contain the bulk of any fabrication debris, and wipe off any excess field preservative.

• All treated wood structures, including pilings, shall have design features to avoid or minimize impacts and abrasion by livestock, pedestrians, vehicles, vessels, and floats.

• Treated wood may be used to construct a bridge, over-water structure or an in-water structure, with the exception of the work containment system, provided that all surfaces exposed to leaching by precipitation, overtopping waves, or submersion are coated with a water-proof seal or barrier are maintained. Apply and contain coatings and paint-on field treatment to prevent contamination. Surfaces that are not exposed to precipitation or wave attack, such as parts of a timber bridge completely covered by the bridge deck, are exempt from this requirement.

• During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.

• Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

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

• Dislodge the piling with a vibratory hammer, whenever feasible.

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

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

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

• If a pile in contaminated sediment cannot be removed or breaks above the sediment line, cut the pile or stump off at the sediment line. If the pile breaks below the sediment line, make no further effort to remove it.

• Fill holes left by each pile with clean, native sediments whenever feasible.

• Do not excavate to remove piling.

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

• Install a floating surface boom to capture floating surface debris.

• Keep all equipment out of the water, grip piles above the waterline, and complete all work during low water and low current conditions.

• Dislodge the piling with a vibratory hammer, whenever feasible. Do not intentionally break a pile by twisting or bending.

• Slowly lift the pile from the sediment and through the water column.

• Place the pile in a containment basin on a barge deck, pier, or shoreline without attempting to clean or remove any adhering sediment.

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

(13) **Temporary Power, Communication and Water Lines** - Before installing temporary power, communication, or water lines across streams or bodies of water, submit a proposed plan to the Engineer for approval. Do not begin installation before receiving approval from the Engineer. Proposed plans for installation of temporary power, communication, and water lines and stream crossings shall utilize the following design methods in the listed order of priority:

1. Aerial lines, including lines hung from existing bridges.

2. Directional drilling, boring and jacking that spans the channel migration zone and any associated wetland.

3. Trenching, which is restricted to intermittent streams and may only be used when the stream is naturally dry. For all sections of trenches below the ordinary high water line, backfill with native material and cap with clean gravel suitable for fish use in the project area.
Align each crossing as perpendicular to the watercourse as possible. For drilled, bored, or jacked crossings, ensure that the line is below the total scour prism. Return any large wood displaced by trenching or plowing as nearly as possible to its original position, or otherwise arranged to restore habitat functions.

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

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

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, including existing work platforms, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Engineer before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.

00290.36(b) Bats - Add the following to the end of this subsection:

Protect bats by doing the following:

- Schedule bridge demolition outside of the bat breeding season March 1st to August 31st).

- If this is not feasible and if approved by the Project Manager, apply exclusionary methods prior to this date to exclude bats from accessing suitable habitat. An exclusionary device is any method that denies bats physical access to an area (for example: nets and hole blockers).

- Exclusionary devices must be installed a minimum of 15 days prior to this period.

- Inspect, maintain, and repair exclusionary devices to prevent active occupancy by bats during the period listed above.

00290.41(b) Disturbing Wetlands - Add the following to the end of this subsection:

Permits have been obtained for this project from the US Army Corps of Engineers (Corps) and the Department of State Lands (DSL). Keep a copy of Corps and DSL permits at the project site during construction. These permits authorize the placement of 6955 cubic yards of fill within wetlands located throughout the project. A total of 0.79 acre of wetlands will be permanently filled and 0.04 acre will be temporarily impacted. Changes to the
project that may increase the amount of fill placed in wetlands or the acreage of wetlands impacted are not authorized.

Add the following subsection:

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

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for bridge removal and bridge construction activities. Maintain a copy of the WCP on the Project Site at all times during construction, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the WCP. Design the WCP to avoid or minimize disturbance to protected features (sensitive cultural or natural resources, Regulated Work Areas, aquatic life or habitat in Regulated Work Areas) related to Contractor operations.

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

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

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

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

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

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

There are sensitive cultural sites on this Project. At the time of preparation of the Plans, two sites were identified.

The Tribal Representative for this Project is Tobin Bottman.

The Agency Archaeologist for this Project is Tobin Bottman.

All contact with the Tribe or the Agency Archaeologist shall be through the Project Manager's office.
Contractor, Inspector, ODOT Regional Environmental Coordinator and Agency Archaeologist will discuss location of archaeological sites and high probability areas, prior to construction. Identify all No Work Zones with orange plastic mesh fencing from the QPL or lath and flagging, as shown.

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

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

Payment will be payment in full for furnishing all materials, equipment, labor, and incidentals necessary to complete the work as specified. Payment includes providing and updating the Work Containment Plan.

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

Payment for turbidity monitoring will be payment in full for furnishing and placing all materials and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for orange plastic mesh fencing.

SECTION 00294 - CONTAMINATED MEDIA

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

Description

00294.00 Scope - The roadside soils within the project limits have not been tested and are presumed to contain non-point source highway-related contaminants that do not meet Oregon Department of Environmental Quality (DEQ) clean fill criteria. In addition to the requirements of Section 00290 and these specifications, this work consists of the following:

- Excavate, transport, and reuse or dispose of presumed contaminated roadside soils as needed to accommodate construction from the following locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>Depth below grade (feet)</th>
<th>Known Contaminants that may Exceed DEQ Clean Fill Screening Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>All areas requiring excavation beyond existing edge of pavement</td>
<td>0.0 to 1.5</td>
<td>Petroleum Hydrocarbons, Metals and Herbicide Residues</td>
</tr>
</tbody>
</table>
The October 18, 2016 ODOT report, titled Hazardous Materials Corridor Assessment documenting the contaminated media identified within the Project is available from the Engineer.

When additional testing of contaminated soil or groundwater is required to characterize the material for reuse, recycle, or disposal, conduct the tests according to 00290.20(c) at no additional cost to the Agency.

00294.03 Submittals - Submit the following documents:

- Within 48 hours of removal of contaminated media:
  - Permits, permit applications, and documentation of compliance.
  - All reuse, recycled, and disposal receipts.
  - Final quantities of soil reused, recycled, and disposed and their final location.
  - All analytical test results.

Labor

00294.30 Personnel Qualifications - Provide employees meeting the following requirements:

- When laboratory testing is required, provide an Oregon Registered Geologist or Professional Engineer who has experience handling contaminated media.

Construction

00294.40 Contaminated Soil Excavation - Excavate and handle contaminated soil in excess of what can be used as fill on the project according to the following:

- Allow the Agency to collect soil samples during excavation activities.
- Load contaminated soil directly into trucks and transport directly to the recycling or disposal site or, when approved, temporarily store contaminated soil on-site.
- Where over excavation is required, backfill the excavation according to 00330.42.

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

- Prospective Disposal Site:
  - Dispose of the contaminated soil at the prospective disposal site as shown. Laboratory testing of the soil is not required for this option.

- Landfill Disposal:
  - Obtain the Engineer's approval of the disposal facility before disposing of the contaminated soil.
  - Perform laboratory testing of the contaminated soil as required for the landfill waste profile.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

- Transport the contaminated soil to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill for disposal. Dispose of temporarily stored contaminated soils within 30 days of beginning excavation work or before Second Notification, whichever occurs first.
- Complete and sign all manifests and bill-of-lading forms for handling, loading, transporting, and disposing of the contaminated soil.
- Pay all filing and permit fees.

- Disposal/Reuse Outside of Project:
  - Obtain the Engineer's approval of the disposal site before disposing of the contaminated soil.
  - Perform a clean fill determination on the excess roadside soils. Collect representative samples of the soil waste stream and submit the collected soil samples to an Oregon Environmental Laboratory Accreditation Program (ORELAP) laboratory for the following analyses:
    - Diesel range hydrocarbon quantification by NWTPH-Dx Method.
    - Polycyclic aromatic hydrocarbons (PAHs) by Method 8270SIM.
    - Total antimony, arsenic, barium, cadmium, chromium, copper, lead, selenium, and zinc by the Method 6020.
    - Total mercury by Method 7471A.
    - Herbicides by Method 8151.
  - If laboratory analytical results from the above analyses show that the soil is clean fill, dispose of the soil according to 00290.20(c).
  - If laboratory testing shows that the soil does not meet DEQ clean fill criteria, obtain a DEQ Solid Waste Letter of Authorization (SWLA) to reuse or dispose of the contaminated soil outside and beyond the limits of the Project and Agency-controlled property:
    - Complete all submittals, including the land use compatibility statement (LUCS) from the local planning authority, and pay all fees required to obtain a SWLA. Sign the application form and provide the signed application form to the Engineer to sign on behalf of ODOT.
    - Temporarily stockpile the contaminated soil referred to in the SWLA.
    - Complete all on-site reuse covered by the SWLA, before expiration of the SWLA. Transport all contaminated soil that is not reused on the Project within 30 Calendar Days of completing the soil reuse work, or before Second Notification, whichever occurs first, to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill.

Measurement

00294.80 Measurement - No measurement of quantities will be made for work performed under this section.
Payment

00294.90 Payment - No separate or additional payment will be made for work performed under this Section. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 00295 - ASBESTOS MATERIALS

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

Description

00295.00 Scope - In addition to the requirements of Section 00290, remove asbestos according to these specifications.

Remove asbestos from the following locations:

<table>
<thead>
<tr>
<th>Location/Address</th>
<th>Material Description</th>
<th>Quantity (ft. or sq.ft.)</th>
<th>Percent Asbestos</th>
<th>Friable or Non-Friable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge No. 08855</td>
<td>Mastic-like material on rail bolt ends</td>
<td>Less than 3 sq. ft.</td>
<td>2%</td>
<td>Non-Friable</td>
</tr>
</tbody>
</table>

The August 3, 2017 ODOT report, titled Asbestos Survey – US97: Spanish Hollow Creek and Trout Creek Bridges documenting the asbestos identified within the Project is available from the Engineer. Maintain a copy of this report and all additional asbestos survey results on site at all times and readily available to employees and inspectors during demolition and repair activities.

00295.03 Submittals - The following forms and reports are required:

- Completed and signed DEQ Waste Shipment Report Form according to the following:
  - Send the form along with the asbestos waste to the disposal facility.
  - Provide a copy of the form to the Engineer within 48 hours of transportation of the asbestos waste.
  - Obtain the final signed form from the disposal facility along with the disposal receipts and submit them the Engineer within three Calendar Days after receiving them from the waste disposal facility.

Labor

00295.30 Personnel Qualifications - Provide employees meeting the following requirements:

- Workers trained according to 29 CFR 1926.1101.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

Construction


- Complete and sign all manifests and bill-of-lading forms for transporting and disposing the ACM.
- Maintain the ACM in an undamaged and non-friable condition by keeping the material wet during demolition or by using methods approved by DEQ.
- Keep material sealed during transport to the disposal facility. Transport and dispose of all ACM according to OAR 340-248-280 and OAR 340-248-290.

Measurement

**00295.80 Measurement** - Materials containing asbestos that cover less than 3 square feet will not be measured.

Payment

**00295.90 Payment** - No separate or additional payment will be made for asbestos covering less than 3 square feet.

**SECTION 00296 - PAINT AND PAINTED MATERIALS**

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

Description

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

Lead and chromium based paint coats the concrete rail on Bridge No. 00815A. Analysis of paint samples collected from this bridge detected the following concentrations of total lead, cadmium and chromium in the concrete paint:

<table>
<thead>
<tr>
<th>Sample Location and Material</th>
<th>Total Lead (mg/kg)</th>
<th>Total Chromium (mg/kg)</th>
<th>Total Cadmium (mg/kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Rail Paint</td>
<td>27.2</td>
<td>65.0</td>
<td>ND</td>
</tr>
</tbody>
</table>

ND = not detected above the laboratory detection limit.

The August 3, 2017 ODOT report, titled Lead Based Paint Survey – US97: Spanish Hollow Creek and Trout Creek Bridges documenting these analyses, is available from the Engineer.
Unless otherwise tested, assume that all coatings contain lead, chromium, and cadmium and handle paint and painted materials accordingly during demolition and renovation work.

00296.03 Submittals - Submit the following documents:

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

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

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

Labor

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

Construction

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

00296.42 Painted Concrete Debris Management - Reuse, recycle, or dispose of painted concrete debris according to any of the following:

- Recycle or Dispose of at Landfill - Recycle at a permitted municipal solid waste landfill or a permitted construction and demolition landfill as aggregate material for roads or other infrastructures within the landfill area or dispose of at a permitted municipal solid waste landfill or a permitted construction and demolition landfill for disposal.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

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

Measurement

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

Payment

00296.90 Payment - No separate or additional payment will be made for work performed under this Section. Payment will be included in payment made for the appropriate items under which this work is required.
SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx

00305.05 3D Engineered Models - If the Contractor elects to use the 3D Engineered Models to control the work, provide unstamped 3D Construction Models according to 00150.35 which include the following:

- A detailed outline and list of the pay items and Work that will be controlled by the 3D Construction Models.
- A narrative outlining any differences between the Agency-prepared 3D Engineered Models and the 3D Construction Models.
- A copy of the 3D Construction Models that will be used by the Contractor’s equipment for machine guidance or verification, that include and represent the Agency-prepared 3D Engineered Models with changes identified in the narrative. Provide files in LandXML format or as directed.

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the
Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(b)(3) Trees To Be Saved - Replace this subsection with the following subsection:

00320.40(b)(3) Vegetation and Materials to be Saved - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

00320.90 Payment - Replace the paragraph that begins "No separate or additional payment…" with the following paragraph:

No separate or additional payment will be made for work zone fencing.

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 except for Stone Embankment and Toe Trench Excavation on the excavation basis.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

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

Dispose of waste materials according to Section 00235 of these special provisions.

**00330.41(a)(9) Excavation Below Grade** - Delete subsection 00330.41(a)(9)(c).

**00330.91(d) General Excavation** - Delete the bullet that begins "Includes Unsuitable Material...".

**SECTION 00331 - SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

**SECTION 00335 - BLASTING METHODS AND PROTECTION OF EXCAVATION BACKSLOPES**

Comply with Section 00335 of the Standard Specifications modified as follows:

Add the following subsections:

**00335.44 Blasting Consultant** - Retain a recognized blasting consultant to assist in the blast design. The consultant shall be an expert in the field of drilling and blasting who specializes in providing blasting consulting services. The consultant shall not be an employee of the Contractor, explosives manufacturer, or explosives distributor. A list of approved blasting consultants may be obtained from the Engineer.

If the proposed blasting consultant is not on the approved list, submit the credentials of the proposed blasting consultant not later than the preconstruction conference. Use the blasting consultant only after approval is obtained from the Engineer and before beginning any drilling and blasting work. The blasting consultant shall make an on-site inspection of the jobsite with the Engineer before developing a blasting plan. The blasting consultant shall make additional on-site inspections of the jobsite with the Engineer before revising a blasting plan, before all additional blasts with different conditions than those described in the originally submitted blasting plan, and after any unacceptable test blasts, unless otherwise directed. All blasting plans, including revisions, shall be approved, in writing, by the blasting consultant.

Submit the consultant assisted blast design to the Engineer according to 00335.40(d).

**SECTION 00350 - GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications.
SECTION 00370 - FINISHING ROADBEDS

Comply with Section 00370 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications modified as follows:

00390.01 Definition – Add the following definition to the end of this subsection:

Excavated Riprap – Rock obtained from material generated from required excavations described in 00330 and 00510, meeting the size and material requirements as specified.

00390.11(a) Riprap Requirements – Replace the bullet beginning with, “Meet the test...” with the following:

- Meet the test requirements of 00390.11(b) or the requirements of 00390.11(d)

00390.11(c) Gradation Requirements - Add the following gradation and class to this subsection:

<table>
<thead>
<tr>
<th>Class</th>
<th>Weight of Rock (Pounds)</th>
<th>Percent (by Weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9300-8500</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>8500-3100</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>3100-625</td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>625-0</td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

00390.11(d) Excavated Riprap Requirements - Add the following subsection:

00390.11(d) Excavated Riprap Requirements – Rock for loose or keyed riprap obtained from material generated from required excavations described in 00330 and 00510 that is angular, hard and durable. The thickness of a single rock shall not be less than one-third its length. The rock shall be free from overburden, spoil, shale and organic material. This rock will be accepted by visual inspection.

00390.13(c) Filter Blanket - Add the following to the end of this subsection:

Class 9000 9 inch layer of 6” – 0 stone embankment meeting the testing requirements of 00330.16
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

00390.43 Riprap Backing - Add the following sentence to the end of the paragraph:

Use either riprap geotextile or a filter blanket under the riprap.

00390.45 Class 9000 Riprap - Add the following subsection:

00390.45 Class 9000 Riprap – Place Class 9000 Riprap according to 00390.44 and as approved in the pre-placement meeting or as directed.

(a) Pre-placement meeting – Prior to placement of Class 9000 Riprap hold a meeting on-site with the Engineer, ODOT’s Hydraulic Engineer, and all Contractor personnel involved with placement of the Class 9000 Riprap. Meet at a mutually agreed time and discuss all methods of accomplishing this work, including placement methods and the process for meeting the gradation requirements.

SECTION 00396 - SHOTCRETE SLOPE STABILIZATION

Replace Section 00396 of the Standard Specifications with the following Section 00396:

SECTION 00396 - SHOTCRETE SLOPE STABILIZATION

Description

00396.00 Scope - This Work consists of constructing pneumatically applied shotcrete stabilization blankets onto slope surfaces at locations shown or where directed.

00396.01 Definitions:

Cementitious Materials - Materials including, but not limited to, portland cement, fly ash, silica fume, ground granulated blast furnace slag, and metakaolin.

Dry-Mix Shotcrete - Shotcrete process in which all dry constituents except accelerator and water are mixed before introduction into the delivery hose. Compressed air is used to deliver the dry mix through the hose. Water is added under pressure in the nozzle body, where it is mixed thoroughly with the dry constituents before the mixture is jetted from the nozzle onto the substrate.

Fiber Reinforced Shotcrete - Shotcrete containing steel fiber or synthetic polymer fiber reinforcing complying with ASTM C1116/1116M.

Nozzle Operator - A worker trained to manipulate the nozzle (also referred to as the “gun”) to control consistency in the dry-mix process, and to control final placement of the concrete mix on the substrate.

Predampening - In the dry-mix process, the controlled addition of water to the Aggregates or premixed shotcrete Materials during batching to adjust the moisture content of the shotcrete mixture before introduction into the nozzle.
**Rebound** - Shotcrete or shotcrete constituents that fail to adhere to the substrate.

**Shotcrete** - A method used to place concrete onto a surface at high velocity. The concrete mix contains admixtures and additives as necessary to provide a quick setting time, high early strength, and satisfactory adhesion to the substrate.

**Substrate** - The surface on which shotcrete is placed.

**Wet-Mix Shotcrete** - Shotcrete process in which all constituents, except accelerator, are mixed before introduction into the delivery hose. Compressed air and accelerator are added to the mixture at the nozzle, in such a way that the quantity can be properly regulated.

**00396.03 Required Submittals:**

(a) **Qualifications** - Provide personnel experience documentation showing compliance with 00396.30.

(b) **Product Data** - Submit according to 00150.37, at least 28 Calendar Days before the preconstruction conference, a proposed mix design according to the requirements of this Section, 02001.30, and 02001.35, as appropriate for shotcrete. Include strength test and air entrainment test results. Include all proposed additives, including but not limited to air entrainment additives, accelerators, and curing agents.

(c) **Work Plan** - Submit a detailed work plan according to 00150.37 at least 28 Calendar Days before the preconstruction conference. Include the following:

- Proposed process and Equipment for shotcrete application
- Sequence of the Work
- Material storage and handling procedures
- Methods for sampling and testing the shotcrete
- If steel fibers or synthetic polymer fibers are required, the process for blending them into the shotcrete mix

**Materials**

**00396.10 Materials** - Furnish Materials meeting the following requirements:

- Bar Reinforcement .................................................. 02510.10
- Cement (Type I or II) ............................................. 02010.10
- Chemical Admixtures ............................................. 02040
- Coarse Aggregate .................................................. 02690.20
- Curing Materials ................................................... 02050.10
- Fine Aggregate ...................................................... 02690.30
- Non-Epoxy Grout ................................................... 02080.20
- PVC Pipe .............................................................. 02415
- Water ................................................................. 02020
- Welded Wire Fabric ................................................ 02510.40
00396.11 Prepackaged Product - Premixed and prepackaged concrete products, with or without steel fibers or synthetic polymer fibers, manufactured as a shotcrete product may be used for site-mixed shotcrete if the Materials meet these Specifications and if approved.

00396.12 Aggregates - Combined Fine Aggregates and Coarse Aggregates shall meet the following grading requirements as determined by AASHTO T 27:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing (by Weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2&quot;</td>
<td>100</td>
</tr>
<tr>
<td>3/8&quot;</td>
<td>90 - 100</td>
</tr>
<tr>
<td>No. 4</td>
<td>70 - 85</td>
</tr>
<tr>
<td>No. 8</td>
<td>50 - 70</td>
</tr>
<tr>
<td>No. 16</td>
<td>35 - 55</td>
</tr>
<tr>
<td>No. 30</td>
<td>20 - 35</td>
</tr>
<tr>
<td>No. 50</td>
<td>8 - 20</td>
</tr>
<tr>
<td>No. 100</td>
<td>2 - 10</td>
</tr>
</tbody>
</table>

00396.13 Steel Fiber Reinforcement - If steel fiber reinforced shotcrete is required, the steel fibers shall:

- be between 1/2 and 1 1/2 inches long.
- meet the requirements of ASTM A820 Type 1, Deformed.
- have a length-to-diameter ratio of less than 80.
- have a minimum tensile strength of 160,000 psi.

Only steel fibers manufactured specifically for use in shotcrete applications will be allowed. The steel fiber content shall not be less than 100 pounds per cubic yard of shotcrete.

00396.14 Synthetic Polymer Fiber Reinforcement - If synthetic polymer fiber reinforced shotcrete is required, the synthetic polymer fibers shall:

- be between 1/2 and 3 inches long.
- meet the requirements of ASTM C1116 Type III.
- have a minimum diameter of 0.012 inch.
- have a minimum tensile strength of 75,000 psi.

Only synthetic polymer fibers manufactured specifically for use in shotcrete applications will be allowed. The proportion of synthetic polymer fibers in the mix shall follow the fiber manufacturer's recommendations.

00396.15 Shotcrete Mix Requirements - Determine the exact proportions both by weight and by volume of cementitious Materials, Fine Aggregate, Coarse Aggregate, fiber reinforcement (if any), admixtures, and water, subject to the Engineer’s approval. Shotcrete shall meet the following minimum requirements:

- Maximum water-cement ratio of 0.45
• Entrained air content meeting the requirements of 02001.20(b) for the proposed maximum aggregate size and the intended exposure

00396.16 Acceptance Sampling and Testing:

(a) General:

(1) Production Testing - During shotcrete operations prepare, in the presence of the Engineer, a minimum of one test panel for each 30 cubic yards placed, but no fewer than one test panel daily for each nozzle operator plus one test panel shot whenever the nozzle Equipment is changed. Cure the production test panels under the same conditions as the production shotcrete. Identify each production test panel with the daily Work area reported according to 00396.47.

(b) Compressive Strength Tests:

(1) Compressive Test Cores - Obtain 3-inch diameter test cores from the cured shotcrete test panels prepared according to 00396.16(a)(1). Collect core samples a minimum of 4 inches from the edge of the concrete in the test form. Test core samples for compressive strength according to AASHTO T 22 within 24 hours of coring.

(2) Shotcrete Compressive Strength - The shotcrete cores shall attain 2,500 psi compressive strength at 7 Calendar Days.

(c) Shotcrete Quality - Submit a visual description of each core. Include details concerning the presence of voids, sand pockets, laminations, and other deficiencies. The visual quality of the cores shall not be lower than Grade 2 according to shotcrete grading requirements of ACI 506.2.

(d) Failure of Shotcrete - If a shotcrete section represented by any test panel is deficient in any of the criteria specified in 00396.16(c), remedy that section as directed at no additional cost to the Agency. Remedies may include, but are not limited to, the application of additional shotcrete to the deficient area or removal and replacement of the deficient section.

Equipment

00396.20 General - Provide mixing Equipment capable of thoroughly mixing the Materials in sufficient quantity to maintain uniform and continuous application.

00396.21 Pump System - The pump system that conveys premixed shotcrete constituents shall deliver a uniform and continuous flow of Material, without segregation or loss of constituents.

00396.22 Air Compressor - Furnish air compressor(s) capable of providing:

• a supply of clean air adequate for maintaining sufficient nozzle velocity for all parts of the Work and for the simultaneous operation of a blow-pipe for clearing away rebound; and
• a minimum of 250 cubic feet of air per minute per operating nozzle.

00396.23 Dry-Mix Delivery Equipment - Furnish dry-mix delivery Equipment capable of discharging the Aggregate/cement mixture into the delivery hose and delivering a continuous stream of uniformly mixed Material to the discharge nozzle. Equip the discharge nozzle with a manually operated water injection system (water ring) for directing an even distribution of water through the Aggregate/cement mixture. The water valve shall be capable of ready adjustment to vary the quantity of water, and shall be convenient to the nozzle operator. Provide greater water pressure than the operating air pressure at the discharge nozzle to ensure that the water is thoroughly mixed with the other Materials. Use steady, nonpulsating water pressure. Regularly inspect and replace Equipment parts, especially the nozzle liner and water ring, as necessary or as directed.

When using the dry-mix process, furnish and use predampening Equipment.

00396.24 Wet-Mix Delivery Equipment - Wet-mix delivery Equipment shall be capable of discharging the premixed Materials into the delivery hose and delivering a continuous stream of uniformly mixed Material to the discharge nozzle. Follow the manufacturer's recommendations on the type and size of nozzle to be used, and on cleaning, inspection, and maintenance of the Equipment.

Labor

00396.30 Personnel Qualifications - At least 7 Calendar Days before beginning shotcrete Work, provide written evidence that the on-site supervisor, nozzle operator, and delivery Equipment operator have performed satisfactory Work in similar capacities elsewhere for a sufficient length of time to be fully qualified to perform their duties.

The on-site supervisor shall have not less than 2 years of full-time experience as a shotcrete nozzle operator.

All nozzle operators shall have current certification by the American Concrete Institute for wet-mix or dry-mix vertical placement of shotcrete, as appropriate to the proposed mixing process.

The nozzle operator and delivery Equipment operator shall each have at least 1 year of full-time experience on similar applications with the same type of Equipment as proposed for the Project. Before starting shotcrete Work, the nozzle operator shall, in the presence of the Engineer, demonstrate the ability to apply shotcrete on a test panel according to 00396.16. Visual quality of core samples from test panels shall meet requirements of 00396.16(c). Before being allowed to place shotcrete in permanent construction, each nozzle operator shall make one satisfactory test panel for each mix used during the course of the Work.

The nozzle operator shall be assisted by a helper, able to operate a blow-pipe for the purpose of keeping the work area free of rebound.
00396.40 **Surface Preparation** - Before applying shotcrete to Rock surfaces, remove all loose material and vegetation and clean the surface with air, water jets or other approved means. Use air jets to remove loose material from Soil surfaces.

Do not place shotcrete on any surface that is frozen or spongy, or where there is free water. Dampen the surface before applying shotcrete.

00396.41 **Shotcrete Blanket Thickness Control** - Control shotcrete blanket thickness by installing noncorrosive pins, nails or other gauging devices normal to the face of the substrate so that they protrude the required shotcrete thickness outside the face. Place the pins on a maximum 5-foot square pattern. When welded wire fabric reinforcement is used, place at least a 1-inch cover of shotcrete over the wire fabric.

00396.42 **Anchor Bars** - Clean and blow clear all drilled holes before installing the anchor bars. Completely fill drilled holes with non-epoxy grout, using a grout tube extending to the bottom of the hole.

00396.43 **Welded Wire Fabric** - Place welded wire fabric as shown or directed. Overlap sheets at least 8 inches and secure with tie wire.

00396.44 **Weep Holes** - Install weep holes as shown or directed. Do not drill holes larger than 3 inches in diameter. Install the drain pipe before applying shotcrete. Extend the end of the pipe 1 to 3 inches beyond the final slope face. Protect pipe ends during shotcreting, and clear weep hole drain pipes after shotcrete is placed.

00396.45 **Batching and Mixing Shotcrete:**

(a) **Dry-Mix Process** - Batch the cement/Aggregate mix by weight or volume. Predampen the dry-mix after it flows out of the packaging but before it flows into the main hopper in order to ensure that the premixed constituents will flow at a uniform rate. Do not use predampened cement/Aggregate mix in the Work if it is allowed to stand more than 45 minutes.

(b) **Wet-Mix Process** - Batch and mix wet-mix shotcrete according to ASTM C94.

(c) **Fiber Reinforcement** - Demonstrate the procedure for adding fibers to the shotcrete in the field and obtain the Engineer's approval before beginning production Work. If fibers are added to the dry or wet mix on-site, use a screen having a mesh of 1 1/2 to 2 1/2 inches to prevent fiber balls from entering the shotcrete line, unless it is demonstrated that fiber balls can be prevented without a screen. Do not add fibers to the dry or wet mix at a rate faster than can be blended with the other constituents without forming balls or clumps. If bulk fibers show a tendency to tangle together, pass them through a vibrating screen or sift them into the mix so they enter it as individual elements and not as clumps.

00396.47 **Shotcrete Application** - Apply shotcrete from the lower portion of the area to the top so rebound does not accumulate on the area still to be covered. Hold the nozzle approximately perpendicular to the working face, and at a distance that minimizes rebound and maximizes compaction. Shotcrete shall emerge from the nozzle in a uniform and
continuous flow. When, for any reason, the flow becomes intermittent, divert the nozzle from the Work until uniform and continuous flow resumes. A nozzle operator’s helper, equipped with blow-pipe, shall attend the nozzle operator at all times during shotcrete placement to keep the Work area free of rebound.

Do not work rebound material into the finished product. Do not salvage rebound or include it in later batches.

Suspend placement operations if:

• high wind prevents the nozzle operator from properly applying the material;
• the ambient temperature is below 40 °F; or
• rain or other external factors wash cement out of the freshly placed material or cause sloughs in the work.

Taper construction joints over a distance of at least 12 inches to a thin edge. Thoroughly wet the surface of such joints before any adjacent section of shotcrete is placed. Do not make square construction joints.

Report daily, in writing, the quantity and limits of shotcrete applied on each day of shotcrete operations. Identify in these reports the production samples collected according to 00396.16(b) for each reported Work area.

If shotcrete containing steel fibers is applied in areas accessible to the public, apply a minimum 1/2-inch thick finish coat of shotcrete without steel fibers to protect the public from injury by brushing against the fibers.

Remove dummy areas, sags, and other defects and replace with a new layer, at no additional cost to the Agency. Replace any damaged fabric reinforcement with lapped and tied wire fabric.

Allow previous layers of shotcrete to take initial set before applying additional layers. Remove all loose Material before applying additional layers.

**00396.48 Finishing and Curing** - Leave the shotcrete surface with a natural “gun” finish.

Apply Type 2, white-pigmented curing compound to the shotcrete immediately after application. Keep shotcrete surfaces from freezing for at least 7 Calendar Days after application. Before placing subsequent shotcrete, remove all curing compound in contact with exposed welded wire fabric, anchor bars or previous shotcrete surfaces by sandblasting.

**Measurement**

**00396.80 Measurement** - The quantities of shotcrete will be measured on the area basis. Measurement will be of the finished shotcrete surface area.
Payment

00396.90 Payment - The accepted quantities of shotcrete will be paid for at the Contract unit price, per square yard, for the item "Shotcrete Slope Stabilization".

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 00406 - TUNNELING, BORING, AND JACKING

Comply with Section 00406 of the Standard Specifications.

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications.

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

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.
SECTION 00501 - BRIDGE REMOVAL

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

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

Remove the existing bridge over Spanish Hollow Creek on Hwy 42 at MP 0.39 (Structure Number 08855) and the existing bridge over Trout Creek on Hwy 4 at MP 75.04 (Structure Number 00815A).

Add the following subsection:

00501.02 Plans - Plans of the existing structure are available for viewing at the office of the Engineer. Prints of these plans are available upon request.

Add the following subsection:

00501.03 Submittals - Provide unstamped bridge removal plans according to 00150.35 21 calendar days before beginning removal work.

Include the following information in the submittal:

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

Do not begin bridge removal work until the bridge removal plans have been approved.

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications modified as follows:

00510.04(a) Defined Shoring Systems - Replace this subsection, except for the subsection number and title, with the following:

Construct the following shoring at the locations listed below:

Temporary Shoring Systems 7A Soil Nail Walls

Structure Number 08893
Structure Number 08894
Structure Number 08895
Structure Number 09997
Structure Number 09998
**00510.41 Structure Excavation** – Replace the second bullet with the following:

- Placement of all backfill except granular wall backfill, granular structure backfill, shotcrete, and loose riprap.

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

The estimated quantity of structure excavation is:

<table>
<thead>
<tr>
<th>Location</th>
<th>Structure Excavation (Cubic Yard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure Number 22538</td>
<td>45</td>
</tr>
<tr>
<td>Structure Number 08893</td>
<td>2665</td>
</tr>
<tr>
<td>Structure Number 08894</td>
<td>3590</td>
</tr>
<tr>
<td>Structure Number 08895</td>
<td></td>
</tr>
<tr>
<td>Bent 1</td>
<td>5</td>
</tr>
<tr>
<td>Bent 2</td>
<td>600</td>
</tr>
<tr>
<td>Bent 6</td>
<td>2600</td>
</tr>
<tr>
<td>Bent 7</td>
<td>5</td>
</tr>
<tr>
<td>Structure Number 08896</td>
<td></td>
</tr>
<tr>
<td>Bent 1</td>
<td>5</td>
</tr>
<tr>
<td>Bent 2</td>
<td>600</td>
</tr>
<tr>
<td>Bent 5</td>
<td>1595</td>
</tr>
<tr>
<td>Bent 6</td>
<td>5</td>
</tr>
<tr>
<td>Structure Number 09997</td>
<td>3335</td>
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<tr>
<td>Structure Number 09998</td>
<td>2855</td>
</tr>
<tr>
<td>Structure Number 22576</td>
<td>128</td>
</tr>
</tbody>
</table>

**00510.80(d) Granular Wall/Structure Backfill** - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for granular wall backfill or granular structure backfill. The estimated quantity of granular wall backfill or granular structure backfill is:

<table>
<thead>
<tr>
<th>Location</th>
<th>Granular Wall Backfill (Cubic Yard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure Number 22538</td>
<td>130</td>
</tr>
<tr>
<td>Structure Number 22576</td>
<td>60</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>Granular Structure Backfill</th>
</tr>
</thead>
</table>
### US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

<table>
<thead>
<tr>
<th>Structure Number</th>
<th>Cubic Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>08893</td>
<td>40</td>
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<td>08894</td>
<td>45</td>
</tr>
<tr>
<td>08895 Bent 1</td>
<td>3</td>
</tr>
<tr>
<td>08895 Bent 6</td>
<td>73</td>
</tr>
<tr>
<td>08895 Bent 7</td>
<td>3</td>
</tr>
<tr>
<td>08896 Bent 1</td>
<td>3</td>
</tr>
<tr>
<td>08896 Bent 2</td>
<td>34</td>
</tr>
<tr>
<td>08896 Bent 5</td>
<td>93</td>
</tr>
<tr>
<td>08896 Bent 6</td>
<td>3</td>
</tr>
<tr>
<td>09997</td>
<td>109</td>
</tr>
<tr>
<td>09998</td>
<td>109</td>
</tr>
</tbody>
</table>

**00510.90(d) Granular Wall/Structure Backfill** - Replace this subsection, except for the subsection number and title, with the following:

Granular wall backfill and granular structure backfill will be paid for at the Contract lump sum amount for the items "Granular Wall Backfill" or "Granular Structure Backfill", as applicable.
SHORING DESIGN CHECKLIST

Instructions - This shoring design checklist was developed to facilitate the design, review, and erection of shoring to be used for ODOT construction projects. This checklist is intended to act as a reminder to design or check for specific important aspects of this construction. It is not a substitute for plan and/or design criteria or specification requirements.

The Checklist is to be completed by the shoring design engineer. Answer every question. Attach to the Checklist an explanation of any negative responses.

Submit this Shoring Design Checklist for each stage and phase of the project, along with the shoring design summary, Working Drawings and calculations according to 00510.04.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. General</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Are the shoring Working Drawings and supporting calculations prepared, stamped, and signed by an engineer registered to practice in the state of Oregon?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Are the temporary shoring installation plans, construction sequence, and removal plan compatible with the project construction staging/phasing?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Design Standards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Does the shoring design comply with standards identified in ODOT GDM 15.3.26.3 and related sections?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Is the design standard and edition identified in the shoring design calculations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Loading</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Have the design loads, including special loading conditions i.e. cranes, stockpiles, etc., used for shoring design of all members been noted in the design calculations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Have the appropriate load and resistance factors or factors of safety on the shoring system been identified, for all applicable load combinations or load cases?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. If public traffic is near or directly above the shoring system, has a minimum traffic live load surcharge of 250 psf been applied?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Have the loads from actual construction equipment and not less than 250 psf been included in the shoring system design?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Have the construction loads for different stages of construction been considered and included in the calculations?  

6. Have the effects of any construction activities adjacent to the shoring system on the stability/performance of the shoring system been addressed in the shoring design (e.g., excavation or soil disturbance in front of the wall or slope, excavation dewatering, vibrations and soil loosening due to soil modification/construction activities)?

7. Have earth pressure diagrams been included?

8. Does the shoring design consider the effect of water saturated soil pressure acting on the full height of the shoring?

D. Geotechnical and Structural Analysis

1. Has internal stability been evaluated?

2. Has eccentricity/overturning stability been evaluated?

3. Has sliding been evaluated?

4. Has overall/global stability been evaluated?

5. Has bearing capacity been evaluated?

6. Have displacement constraints or other performance objectives of the shoring system been identified and evaluated?

7. Has each stage of the shoring system construction been evaluated to carry traffic and construction loads and ensure internal and external stability through the construction and loading sequence?

8. Are the allowable stress and the calculated stress listed in the summary for each different shoring member?

9. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange?

10. Have connections for all phases of construction and removal been designed for all interim loading?

11. Has buckling, bracing strength, and stiffness been evaluated for all compression members?

E. Materials

1. Are all soil, rock, and other material properties used for the construction of the shoring system considered?
design of the shoring system provided and consistent with GDM and the subsurface field and lab data?

2. Are timber grades noted on shoring drawings and in accompanying calculations?

3. Are the minimum lumber dimensions shown in the calculations and noted on the Working Drawings?

4. Are steel structural shapes, bolts, connections, and plates identified by ASTM number on the shoring Working Drawings and in the calculations?

F. Shoring Working Drawings

1. Is the field verified ground topography above and below the shoring wall shown?

2. Are all existing, adjusted or new utilities, structures, and “no work zones” in proximity to the proposed shoring shown on the shoring Working Drawings and is protection of these items addressed?

3. Are horizontal and vertical clearance requirements identified and shown on the shoring Working Drawings?

4. Are plan view, elevation and cross sections drawn to scale, with dimensions defining location and size of the temporary shoring, components, and excavation limits?

5. Are the magnitude and location of all loads, equipment and personnel that will be supported by the shoring shown or noted on the shoring Working Drawings?

6. Has a dewatering plan been shown?

7. Have all connections been detailed?

8. Has bracing been detailed?

G. Testing and Monitoring

1. If a “yes” response to No. D-7, is a monitoring plan provided to verify adequate performance of the shoring system throughout the design life of the system?

2. Has a load testing program been provided for soil nails, tiebacks, or other applicable elements of the shoring system?
SECTION 00512 - DRILLED SHAFTS

Comply with Section 00512 of the Standard Specifications modified as follows:

00512.43(a) Drilled Shaft Excavation, General - Add the following paragraph to the end of this subsection:

Variations in the bearing layer elevation from that shown are anticipated. Provide equipment on-site capable of excavating an additional 3 feet of depth below that shown.

00512.45 Reinforcing Steel - Add the following paragraph to the end of this subsection:

At locations requiring minimum shaft penetrations into specific bearing layers, furnish steel reinforcing bar cages, including CSL access tubes if specified, 3 feet longer than the lengths shown. Add the increased length to the bottom of the cage. Trim the shaft steel reinforcing bar cage to the proper length prior to placing it in the excavation. Shift or trim CSL access tubes (if present) to the revised cage length. If CSL tubes are cut, adapt the ends of the tubes to receive the watertight caps as specified.

00512.80(d) Drilled Shaft Concrete - Add the following at the end of this subsection:

The estimated quantity of drilled shaft concrete is:

<table>
<thead>
<tr>
<th>Structure</th>
<th>Class</th>
<th>Quantity (Cubic Yard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure Number 22538</td>
<td>4000</td>
<td>155</td>
</tr>
<tr>
<td>Structure Number 08895</td>
<td>4000</td>
<td>56</td>
</tr>
<tr>
<td>Structure Number 08896</td>
<td>4000</td>
<td>21</td>
</tr>
</tbody>
</table>

The estimated quantity of drilled shaft concrete includes the concrete required to extend the shafts according to 00512.43(a).

00512.80(e) Drilled Shaft Reinforcement - Add the following at the end of the paragraph:

The estimated quantity of drilled shaft reinforcement is:

<table>
<thead>
<tr>
<th>Structure</th>
<th>Uncoated, Grade 60 (Pound)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure Number 08895</td>
<td>3070</td>
</tr>
<tr>
<td>Structure Number 08896</td>
<td>1783</td>
</tr>
</tbody>
</table>
The estimated quantity of drilled shaft reinforcement includes the reinforcement required to extend the shafts according to 00512.45.

00512.90 Payment – Replace pay item (e) with the following:

(e) Drilled Shaft Reinforcement, Grade ___ ...................................................... Lump Sum

00512.90 Payment – Add the following paragraph after the paragraph beginning with “Item (e)...”:

In item (e), the grade of reinforcement will be inserted in the blank.

SECTION 00520 - DRIVEN PILES

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

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

The Engineer’s estimated lengths of steel piling are:

Structure Number 22538

<table>
<thead>
<tr>
<th>Location</th>
<th>No.</th>
<th>Length (Feet)</th>
<th>Kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bent 1</td>
<td>9</td>
<td>45</td>
<td>HP 14x117</td>
</tr>
<tr>
<td>Bent 4</td>
<td>9</td>
<td>45</td>
<td>HP 14x117</td>
</tr>
</tbody>
</table>

Structure Number 22576

<table>
<thead>
<tr>
<th>Location</th>
<th>No.</th>
<th>Length (Feet)</th>
<th>Kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bent 1</td>
<td>6</td>
<td>35</td>
<td>PP 16x0.500</td>
</tr>
<tr>
<td>Bent 2</td>
<td>12</td>
<td>35</td>
<td>PP 16x0.500</td>
</tr>
<tr>
<td>Bent 3</td>
<td>12</td>
<td>35</td>
<td>PP 16x0.500</td>
</tr>
<tr>
<td>Bent 4</td>
<td>6</td>
<td>35</td>
<td>PP 16x0.500</td>
</tr>
</tbody>
</table>
00520.20(d)(3) Wave Equation Method - Add the following paragraph and tables to the end of this subsection:

The input values for the wave equation analyses are:

Structure Number 22538

<table>
<thead>
<tr>
<th>Bent</th>
<th>Pile Type</th>
<th>Pile Length * (Feet)</th>
<th>Quake (Inches)</th>
<th>Damping (sec./ft.)</th>
<th>% skin (ITYS)</th>
<th>Rn (kips)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HP 14x117</td>
<td>45</td>
<td>0.1</td>
<td>0.04</td>
<td>0.05</td>
<td>0.15</td>
</tr>
<tr>
<td>4</td>
<td>HP14x117</td>
<td>35</td>
<td>0.1</td>
<td>0.04</td>
<td>0.05</td>
<td>0.15</td>
</tr>
</tbody>
</table>

Structure Number 22576

<table>
<thead>
<tr>
<th>Bent</th>
<th>Pile Type</th>
<th>Pile Length * (Feet)</th>
<th>Quake (Inches)</th>
<th>Damping (sec./ft.)</th>
<th>% skin (ITYS)</th>
<th>Rn (kips)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PP 16x0.500</td>
<td>35</td>
<td>0.1</td>
<td>0.04</td>
<td>0.05</td>
<td>0.15</td>
</tr>
<tr>
<td>2</td>
<td>PP 16x0.500</td>
<td>35</td>
<td>0.1</td>
<td>0.04</td>
<td>0.05</td>
<td>0.15</td>
</tr>
<tr>
<td>3</td>
<td>PP 16x0.500</td>
<td>35</td>
<td>0.1</td>
<td>0.04</td>
<td>0.05</td>
<td>0.15</td>
</tr>
<tr>
<td>4</td>
<td>PP 16x0.500</td>
<td>35</td>
<td>0.1</td>
<td>0.04</td>
<td>0.05</td>
<td>0.15</td>
</tr>
</tbody>
</table>

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

Use triangular skin friction distribution.

00520.43(c) End Treatment - Add the following sentence to the end of this subsection:

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

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

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

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

The estimated quantity of reinforcement is:
### US97: Spanish Hollow Creek & Trout Creek Bridges Project
### Grading, Drainage, Structures, Paving and Signing

#### Quantity

<table>
<thead>
<tr>
<th>Structure Number</th>
<th>Uncoated, Grade 60 (Pound)</th>
<th>Coated, Grade 60 (Pound)</th>
</tr>
</thead>
<tbody>
<tr>
<td>22538</td>
<td>16,900</td>
<td>7100</td>
</tr>
<tr>
<td>08893</td>
<td>18,525</td>
<td>0</td>
</tr>
<tr>
<td>08894</td>
<td>17,000</td>
<td>0</td>
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<td>08895</td>
<td>30,588</td>
<td>0</td>
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<td>08896</td>
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</tr>
<tr>
<td>22576</td>
<td>0</td>
<td>2400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Structure Number</th>
<th>Uncoated, Grade 80 (Pound)</th>
<th>Coated, Grade 80 (Pound)</th>
</tr>
</thead>
<tbody>
<tr>
<td>22538</td>
<td>49,300</td>
<td>130,700</td>
</tr>
<tr>
<td>08895</td>
<td>21,561</td>
<td>0</td>
</tr>
<tr>
<td>08896</td>
<td>17,491</td>
<td>0</td>
</tr>
<tr>
<td>22576</td>
<td>14,072</td>
<td>61,524</td>
</tr>
</tbody>
</table>

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

#### 00530.90 Payment

- Replace pay items (a) and (b) with the following:
  
  (a) Reinforcement, Grade __ .......................... Lump Sum
  (b) Coated Reinforcement, Grade __ .......................... Lump Sum

- Add the following paragraph after the last pay item:

  In items (a) and (b), the grade of reinforcement will be inserted in the blank.

### SECTION 00535 - RESIN BONDED ANCHOR SYSTEMS

Comply with Section 00535 of the Standard Specifications modified as follows:

- Add the following subsection:

  **00535.45 Testing** - Before installing the anchor system, and at an agreed upon location, demonstrate the installation process by:

  - Installing three test anchors using the same materials and methods that will be used for installing the anchor system.
  - Testing the anchors according to ASTM E 488 up to the minimum pullout forces shown, or if not shown, up to the minimum pullout forces indicated in Table 00535-1.
Do not incorporate the three test anchors into the work.

Do not begin installing the anchor system until the installation process is approved and all three test anchors meet the minimum pullout forces.

During installation of the anchor system, test at least one anchor or 10 percent of each day's installation, whichever is greater:

- For tension anchors, determined by the Engineer, to 80 percent of the minimum pullout forces shown or if not shown, to 80 percent of the minimum pullout forces indicated in Table 00535-1.
- For shear anchors, determined by the Engineer, to 50 percent of the minimum pullout forces shown or if not shown, to 50 percent of the minimum pullout forces indicated in Table 00535-1.
- After the resin has cured to the Manufacturer's recommendations.

If the Engineer suspects improper installations, more testing may be required.

Replace anchors that fail at no additional cost to the Agency.

SECTION 00540 - STRUCTURAL CONCRETE

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

00540.17(c-2) Actual Strength Test Value - Replace the sentence that begins "If the compressive strength of a single test..." with the following sentence:

If the compressive strength of a single test specimen is less than 90 percent of the average of the other two specimens, that compressive strength value will be discarded.

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

The estimated quantity of concrete is:

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US97: Spanish Hollow Creek & Trout Creek Bridges Project  
Grading, Drainage, Structures, Paving and Signing

Bridge No. 08893

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**FALSEWORK DESIGN CHECKLIST**

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

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

Submit the Checklist according to 00540.41(a).

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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</table>

### A. Contract Plans, Specifications, Permits, Etc.

1. Are the falsework plans prepared, stamped and signed by an engineer registered to practice in Oregon?  
   ____  ____  ____

2. Have three complete sets (five if railroad approval is required) of the design calculations been included with the falsework drawings submittal?  
   ____  ____  ____

3. Are falsework plans in compliance with the requirements of the construction plans general notes?  
   ____  ____  ____

4. Are falsework plans in compliance with contract plan structural details?  
   ____  ____  ____

5. Are falsework plans in compliance with the requirements of the Oregon Standard Specifications for Construction, subsection 00150.35?  
   ____  ____  ____

6. Are all existing, adjusted or new utilities in proximity with the proposed falsework shown on the falsework plans and is protection of these utilities addressed?  
   ____  ____  ____

7. Are clearance requirements satisfied and shown on the falsework plans?  
   ____  ____  ____

8. For construction in or over navigable waters have all requirements for construction of falsework that are called for in the Coast Guard Permit been incorporated in the falsework design?  
   ____  ____  ____

9. Has possible damage from traffic been considered in the falsework design?  
   ____  ____  ____
10. Has damage from stream drift been considered in the falsework design?  

11. Is the concrete placing sequence shown and is it consistent with the contract plans?  

B. Foundation Requirements  

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

2. Is falsework supported on spread footings or mud sills?  
   a. Are the spread footing elevations shown on the drawings?  
   b. Has a rational method for determining the ultimate bearing capacity of the foundation materials been presented and described in the calculations?
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

c. Have the soil parameters used in calculating the ultimate bearing capacity been listed and confirmed by the designer? 


d. Has an appropriate Factor of Safety been used for calculating the allowable bearing capacity of the foundation materials? 


e. Are spread footing settlement estimates included in the calculations? 


f. Have effective stresses been used in the calculations, when applicable? 


g. When spread footings are founded near the top of a slope or in a slope, have the ultimate bearing capacity calculations been modified accordingly? 


h. When spread footings may be subjected to flowing water, have the potential effects of scour on ultimate bearing capacity been addressed in the calculations? 


C. Loads

1. Are the magnitude and location of all loads, equipment and personnel that will be supported by the falsework shown and noted on the falsework plans? 


2. Has the mass of specific equipment units to be supported by the falsework been included in the calculations or on the falsework plans? 


3. Is the deck finishing machine supported in a manner that will not impose load on concrete forms except deck overhang brackets? 


4. Are design loads and material properties used to determine design stresses for each different falsework member shown on the falsework plans? 


5. Is the worst loading and member property condition, rather than the average condition, used to obtain design loads? 


6. Are deck forms for concrete box girders supported from the girder stem and not from the bottom slab? 


7. Are diaphragm loads or other concentrated loads included in the analysis of supporting beams? 


8. If sloping structural members exert horizontal forces on the falsework, is bracing or ties used to resist these loads?
D. Allowable Stresses

1. Has the method used for falsework design of all members except for manufactured assemblies been noted in the design calculations?

2. Are manufactured assemblies identified as to manufacturer, model, rated working capacity and ultimate capacity?

3. Is the allowable stress and the calculated stress listed in the summary for each different falsework member, except for manufactured assemblies?

E. Timber Falsework Construction

1. Are timber grades consistent with material to be delivered to the construction site, and noted on falsework drawings, and in accompanying calculations for all timber falsework material?

2. If "rough" lumber is specified for falsework by the falsework designer are the actual lumber dimensions used in calculations shown?

3. If plywood spans are governed by the strength of the plywood, are the allowable stress and the calculated stress shown on the submitted calculations?

4. If plywood spans are governed by the allowable spacing of supporting joists, are the allowable and the proposed spacing shown on the falsework plans?

5. Have timber stringers been checked for bending, shear, bearing stresses, and 1/240 of the span length deflection?

6. Are joists identified as being continuous over 3 or more spans when they are not analyzed as simple spans?

7. Have stringers and cap beams been checked for bearing stresses perpendicular to the grain as well as for bending and shear stresses?

8. Have posts been checked as columns as well as for compression parallel to the grain?
F. Steel Falsework Construction

1. Are steel structural shapes and plates identified by ASTM number on the falsework plans and in the calculations?  
   [Blank]

2. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange?  
   [Blank]

3. Has horizontal plane bracing been shown where required to limit compression flange buckling?  
   [Blank]

G. Deflections and Settlement

1. Is falsework deflection for concrete dead load shown on the plans for all falsework spans?  
   [Blank]

2. Is falsework deflection from concrete dead load limited to 1/240 of the span length for all falsework spans?  
   [Blank]

3. Do stringers supporting cast-in-place concrete compensate for estimated camber?  
   [Blank]

4. For beam spans with cantilevers, has the upward deflection of the cantilevers due to load placed on the main spans been investigated?  
   [Blank]

5. Are provisions shown for taking up falsework settlement?  
   [Blank]

H. Compression Members, Connections and Bracing

1. Has general buckling been evaluated for all compression members?  
   [Blank]

2. Has bracing been provided at all points of assumed support for compression members?  
   [Blank]

3. Was bracing in each direction considered in establishing the effective length used to check post capacity?  
   [Blank]

4. Is bracing strength and stiffness sufficient for the intended purpose?  
   [Blank]

5. If temporary bracing is required during intermediate stages of falsework erection, is it shown on the falsework plans?  
   [Blank]

6. Have all connections been designed and detailed?  
   [Blank]

7. Are web stiffeners required on steel cap beams to resist eccentric loads?  
   [Blank]
8. Are wedges required between longitudinal beams and cap beams to accommodate longitudinal slope or to reduce eccentric loading?

9. Has the width to height ratio of wedge packs been verified to fall within the limits given in the special provisions?

10. If overhang brackets are attached to unstiffened girder webs, has the need for temporary bracing to prevent longitudinal girder distortion been investigated?

11. Have beams and stringers with height/width ratios greater than 2.5:1 been checked for stability?

12. Have sloping falsework members that exert horizontal forces on the falsework been braced or tied to resist these loads?

13. If beams supporting cast-in-place concrete have cantilever spans, have the falsework plans been noted to require the main spans be loaded before loading the cantilever spans?

14. Have timber headers set on shoring towers been checked for eccentric loads, and for shear and bending stresses produced by the eccentricity?

I. Highway and Railroad Traffic Openings (For falsework over or adjacent to highway or railroad traffic openings.)

1. Do falsework plans satisfy construction clearances shown on the contract plans?

2. Are posts designed for 150% of the calculated vertical loading and increased or readjusted for loads caused by prestressing forces?

3. Are mechanical connections 2,000 pounds minimum capacity shown at the bottom of posts to footing connections?

4. Are mechanical connections 1,000 pounds minimum capacity shown at the top of the post to cap connections?

5. Are beam tie downs 500 pounds minimum capacity shown for all beams?

6. Are 5/8 inch or larger diameter bolts used at connections for timber bracing?

7. Are temporary erection and removal bracing shown?
J. Additional Requirements for Railroad Traffic Openings

1. Do falsework plans show collision posts as shown on the contract plans?  
___  ___  ___

2. Do posts adjacent to the openings have a minimum section modulus of?
   
   a. steel - 9.5 cubic inches  
      ___  ___  ___

   b. timber - 250 cubic inches  
      ___  ___  ___

3. Are soffit and deck overhang forming details shown?  
___  ___  ___

4. Are falsework bents within 20 feet of centerline of the track sheathed solid between 3 feet and 17 feet above top of rail with 5/8 inch thick minimum plywood and properly blocked at the edges?  
___  ___  ___

5. Is bracing on the bents within 20 feet of the centerline of the track adequate to resist the required assumed horizontal load or minimum 5,000 pounds, whichever is greater?  
___  ___  ___

_________________________  ________________________
Designer's Signature  Date
SECTION 00542 - CONCRETE REPAIR

Section 00542, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00542.00 Scope - This work consists of repairing reinforced concrete and precast prestressed slabs that shows surface defects, spalls, delams, concrete patches, and exposed rebars on Bridge No. 09997 and 09998.

The work includes, but is not limited to:

- Provide temporary work access and containment according to 00253.
- Locating, marking and removing all damaged concrete and existing concrete patches.
- Removing the minimum quantity of sound concrete required to shape excavations for adequate patch retention. The depth of concrete damage, due to corrosion, is not substantially greater than the reinforcing bar depth + 1/2".
- Identifying damaged rebar, selecting rebar to be repaired, removing concrete to produce space for splice bars, repairing portions of corroded reinforcing bars substantially-weakened by corrosion by splicing in pieces of new rebar to restore strength.
- Cleaning all exposed metal and concrete surfaces to receive patching materials.
- Installing anchors in the substrate for patches more than 1 inch thick
- Installing additional concrete buildup over shallow rebar in damaged concrete areas.
- Installing resin coating over shallow rebar in sound concrete areas where additional concrete buildup cannot be done or areas that a buildup would affect the esthetic nature of structure.
- Curing the patch material.

00542.01 Definitions:

Damaged Concrete – Concrete that is spalled or delaminated due to corroded reinforcement or metal appurtenances such as bearing devices, drains, conduits; concrete that is debonded from corroded reinforcing bars; concrete with near surface rock pockets; concrete in existing patches; and concrete that has been drilled, excavated, or removed during prior maintenance work or during the work of this Contract.

Pumped Concrete - Portland cement and finely graded aggregate thoroughly mixed and hydrated that is suitable for placement by pumping into restricted liquid tight formwork.

Shallow Rebar – Steel reinforcement with 1/2-inch or less between the reinforcement and the existing concrete surface.

Surface Defects – Cavities, holes, porosity, non-structural surface rock pockets, or other areas in the finished surface that have defects.
Span – A section of bridge superstructure between piers or bents.

00542.02 Submittals - Submit descriptions of materials and detailed procedures according to 00150.37 at least 21 calendar days before purchase. Identify all relevant constituents and properties of each material and the specifications to which each complies. Data published by manufacturers is acceptable unless certifications of materials' characteristics are required by these specifications.

(a) Replace Damaged Concrete Submittals:

Include the following in the procedures for concrete repair work:

- Manufacturer’s specifications and operating instructions for all equipment.
- Details of each step to accomplish this work.
- Steps to regularly maintain quality control of all newly applied mortar.
- Plan to maintain records of verification of proportion (by weight) of sand to portland cement and quantity of any additives for all mortar mixed on-site.
- Plan to maintain records identifying the mix design for each repaired area.

Submit records of mix proportions and which mix design was used in each repair location. Maintain and provide records that are complete enough to allow matching repaired areas with the mix records.

(b) Replace Damaged Reinforcing Bars Submittals:

- Welder certifications according to AWS D1.4
- Pre-approved welding procedure specification (WPS) or procedure qualification record / welding procedure specification (PQR/WPS)
- Detailed procedure for electrode control measures
- Detailed procedure for achieving, maintaining and monitoring pre-heat and inter-pass temperatures.

Materials

00542.10 Material - Furnish materials meeting the following requirements:

Patch Material - Provide the specified mortar shown below:

- BASF Master Emaco N 440 RS, a two-component polymer – modified rapid setting mortar.

00542.11 Water – Provide potable water according to 02020.10(b).

00542.12 Reinforcing Bar and Added Steel - Provide uncoated reinforcing bars conforming to ASTM A 706 Grade 60 and Section 00530. Provide uncoated, ungalvanized welded wire fabric or other metal embedded in the mortar to facilitate concrete replacement.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

00542.13 Hollow Wall Anchors – Provide plastic hollow wall anchors from this list, or approved equal:

- Powers 2345 Nylon Zip-It
- Simpson Strong Tie SWN06 Nylon Sure Wall Drywall Anchor
- ITW Red Head EZP100 Nylon E-Z Drywall Anchor

00542.14 Material Approval - Submit detailed descriptions of all materials to be used to the Engineer for approval. Provide all relevant constituents and properties of each material and the specifications to which each complies. Data published by manufacturers will be acceptable except where certifications are required of materials characteristics by these specifications.

Labor

00542.30 Welders - Perform weld splicing of damaged reinforcement using AWS certified welders.

Construction

00542.40 Access, Containment, and Disposal - Provide temporary work access according to Section 00253. Dispose of waste according to 00290.20.

00542.41 Location and Removal or Isolation Requirements - Locate and mark the following.

- All concrete having visually obvious spalling or delamination due to reinforcement corrosion or metal appurtenances such as bearing devices, drains, conduits. Included within the repair boundaries all damaged concrete at the edges of spalls.
- All visible patches of material other than original concrete including patch material installed during maintenance and repair work. Patch material installed during the initial construction of bridge is considered original concrete.
- All concrete that is dislodged or loosened when struck with a one pound masonry hammer or by other approved technique.

Concrete containing aggregate larger than 2 inches can cause false readings. If no steel is present, readings in such areas should be disregarded.

Verify existence of steel with metal detector.

Explore and mark all spots of rust visually and with a metal detector to determine if a metallic object is present.

In areas where spalling or delamination is not visually detectable, but indicated by sounding, use a rebar locator and mark reinforcing bars and their minimum concrete cover. Remove a 4 inch wide exploration area centered over the bar. The length of the exploration boundary area shall have an initial length of 8 inches unless splitting cracks directly over and parallel to reinforcing bar suggests a potential for corrosion in which case remove as much splitting crack length as needed until clean bar is exposed. If rust scale or pitting is
found on the exposed reinforcing bar, or if the remaining concrete is separated from the bar, mark the damaged concrete area for removal.

Do not use internal angles less than 45 degrees in defining the repair boundaries. Make repairs at least 2 inches wide in each direction. Repair within these restrictions, mark repair boundaries that are least expensive to saw and excavate.

Determine in the field the location and extent of each individual excavation. Do not begin concrete removal until location and extent have been verified by the Engineer.

The Engineer may perform verification surveys of portions of the work. If the Engineer’s verification survey does not match within 1% of the area marked for repair by the Contractor, collaborate in a joint survey by the Engineer and the individual who performed the Contractor’s survey. Do not proceed with repair work until agreement between the Contractor and the Engineer on the area of excavation.

**00542.42 Repair Damaged Reinforcement Bars** - Repair reinforcing bar with 50 percent section loss by removing competent concrete to provide space for splicing and repairing portions of corroded reinforcing bars by splicing in new reinforcing bar. Remove damaged concrete and blast clean all exposed reinforcing steel. Remove and replace damaged concrete.

In addition to cleaning exposed steel reinforcement and concrete surfaces, remove sound concrete as necessary so that there is a minimum of 3/4 inch clearance to concrete around the entire perimeter of all splice bars over their entire length. Remove any additional concrete that cracks or spalls during welding. Avoid gouging reinforcing bar and avoid loosening reinforcing bar or damaging sound concrete outside of splice areas.

Perform all weld splicing according to ANSI/AWS D1.4, “Structural Welding Code - Reinforcing Steel”. Since the carbon content of existing reinforcement is unknown, assume that preheating is required under ANSI/AWS D1.4.

Keep the existing (spliced) bars in place. Repair round bars with new (splice) bars the same size as the original bars and repair square bars with new (splice) bars having the same or greater cross sectional area as the original square bars. If possible, place splice bars to allow 1/2 inch of concrete cover without elevating the original concrete surface. Keep the splice bar in the proper position during the placement of concrete cover.

**00542.43 Shallow Rebar in Sound Concrete** – If shallow rebar exists in sound concrete cover the shallow rebar before abrasive blasting with resin. Apply the resin in 2 inch wide strips over the shallow rebar.

Treat as shallow rebar in damaged concrete all shallow prefabricated mesh and other closely spaced shallow metals identified by the Engineer, regardless of actual concrete condition.

**00542.44 Shallow Rebar in Damaged Concrete** – Provide additional concrete cover as needed to achieve at least 1/2 inch of clearance between the shallow rebar and the surface of repair.
00542.45 Concrete Removal Requirements – Saw cut the boundaries of the concrete to be removed to a depth just missing the reinforcing bars or to a minimum of 1/2 inch, whichever is less. Saw cuts shall not overrun at the corners of the marked boundaries. Saw cutting will not be required if the Contractor can consistently provide by another technique a minimum 1/2 inch deep excavation surface that is uniformly perpendicular to the original concrete surface along the marked boundary.

Remove concrete within the marked boundaries by high pressure waterjet blasting equipment, pneumatic hammers and/or chipping guns, manual picks and chisels, or other equipment approved by the Engineer in writing. Do not use pneumatic hammers heavier than a nominal 15 pound class. Remove concrete in such a way that removal of sound concrete beyond established boundaries is kept to a minimum. If working around reinforcing bars, avoid loosening the reinforcement or fracturing the concrete around it beyond the repair area.

Remove all damaged concrete within the marked boundaries to the depth of sound concrete. In areas where the reinforcing bar lacks bond with the existing concrete continue to excavate to 1/2 inch below the reinforcing bar. For removal areas under question do not excavate below the reinforcing bar if a 4 inch wide exploration area found the reinforcing bar free of rust scale or pitting and the reinforcing bar is not separated from the remaining concrete.

The depth of concrete damage, due to corrosion, is not expected to be substantially greater than the reinforcing bar depth + 1/2” in any member.

Do not remove sound concrete over shallow rebar.

00542.46 Surface Preparation - Abrasive-blast or water-blast all concrete surfaces that are to receive additional concrete cover or patches to remove all debris, loose concrete, concrete pulverized during removal, scale, and loose rust. Blast exposed reinforcing bars according to The Society for Protective Coatings (SSPC) Standard SP6 “Commercial Blast Cleaning” or equivalent procedure.

Provide surfaces that are to receive additional concrete cover or patch material with a surface profile according to International Concrete Repair Institute (ICRI) Guideline No. 310.2 surface profile CSP 6 (1/8 inch surface profile).

Remove soil, cement spatter, and other foreign matter (other than grease and oil) by scraping, chipping, or brushing with stiff fiber or wire brushes. Remove oil or grease by cleaning with detergents or emulsifying agents. Flush the surface with potable water to remove detrimental residue.

After completing the work specified above, blast all concrete surfaces and reinforcing bars that are to receive additional concrete cover or patches with non-metallic grit, to remove all debris, loose concrete, concrete pulverized during removal, scale, and loose rust, without removing the adequate surface roughness described above. Remove by blasting all loose and weak materials, laitance, efflorescence and other non-oil contaminants. Open up bug holes below the surface leaving a clean, rough surface that has the appearance of medium grit sandpaper. Do not expose large aggregate in areas of sound concrete. Perform blasting so that no damage is done to completed portions of the work. Thoroughly clean all blasted surfaces by a minimum of 50 psi air blasting to remove all traces of blasting.
residue. Examine blasted surface for traces of oil, grease, and other adhering contaminants. If contaminants are present, remove by the techniques specified above and that portion of the surface. Do not allow cleaned surfaces to become contaminated when working with a prepared surface.

Provide hollow wall anchors for concrete surfaces that are to receive more than 1 inch of concrete patch material and have reinforcing bar spacing greater than 9 inches. Install anchors by drilling 1/4 inch diameter holes 1/2 to 3/4 inch deep on a 9 inch maximum grid in the concrete substrate. Apply non-conductive resin and insert anchors. Remove excess resin from the concrete substrate.

**00542.47 Concrete Patch Installation**

(a) **Forms** – Provide form materials with smooth surfaces. Provide adequate support and bracing of forms to resist the weight and pressure of new concrete without deflection and prevent vibration damage of mortar during setting and curing. Forms shall remain in place for a minimum of three days.

Provide watertight form materials to prevent loss of water during presoak and new concrete placement.

(b) **Presoak** - Saturate the substrate concrete to a saturated surface dry condition according to manufacturer’s instruction.

(c) **Mixing** – When a package of prepackaged patch material is opened mix the entire contents of the package.

Mix patching material according to the manufacturer’s instructions including mixing speed, mixing time, and mixing equipment.

(d) **Placing Concrete Patch (Mortar)** - Do not place mortar during freezing weather or if temperatures are likely to drop below freezing during the cure period for the mortar. Do not apply mortar to frosted surfaces. Follow all of the manufacturer’s recommendations regarding temperature and weather conditions during mortar placement.

**00542.49 Curing** – Take care to avoid cracks in the new concrete due to excessive surface evaporation. Continuously cure all newly applied mortar following the manufacturer’s recommended curing schedule and utilizing methods as follows:

- Cover with water saturated sponges or burlap
- Seal fresh mortar with plastic sheathing over the saturated cover
- Place plywood over sheathing
- Attach to surface by an approved method to prevent loss of moisture

**00542.50 Finish** - Finish exposed surfaces to straight and true lines, as shown. Provide a Class 2 surface finish on all exposed surfaces and a General surface finish on all other surfaces according to Section 00540.53, with no coating on any surface, unless otherwise directed.
00542.51 Acceptance Criteria - The work performed under this Section will not be accepted if it does not pass the tests described below.

After concrete repair work has cured, conduct a delamination survey with the Engineer of all repaired areas. The delamination survey shall consist of the following:

- Sound all repaired areas with a one pound masonry hammer or by other approved technique.
- Mark boundaries of all delaminations in the repaired areas.

Identify the marked delaminations that need repatching.

Repairs shall be made when delamination repair areas do not meet the acceptance.

Upon completion of the survey, the Contractor and Engineer shall sign a survey report, prepared by the Contractor that identifies all areas to be re-patched. Repair the identified areas in a manner satisfactory to the Engineer.

After repairing the re-patched areas, repeat the survey. Repeat the survey and repair procedure until all areas of unsound concrete have been repaired and accepted.

Following the bond test of cores, the Engineer will visually inspect the cores for sand pockets and voids. If sand pockets or voids are found, the area from which the core was taken will be marked by the Engineer to aid in the Contractor’s delamination survey.

**Finishing and Cleaning Up**

00542.70 Production Quality Control Testing:

(a) Bond Test – Following a 7-day cure of the concrete patch, core one 3 inch diameter test specimen at locations designated by the Engineer from each 100 square feet of newly applied mortar placed on the bridge surface. Locate cores to avoid reinforcing bar and extend approximately 1/2” into the original bridge concrete. Do not break cores free before testing. Perform bond strength tests of the cores in the presence of the Engineer 14 calendar days after placement. Individually seal the cores taken from the bridge in plastic bags, tag them for identification.

Measure the core bond strength according to ASTM C 1583. Use pull-test dollies with the same diameter as the cores. The minimum acceptable bond strength between the new and original concrete is 175 psi or greater in 14 to 24 calendar days. Conduct the test until failure. The minimum acceptable strength is 100 psi or greater for failure in original concrete substrate.

00542.71 Deficient Mortar - “Deficient mortar” includes new concrete with alligatored surface or uncontrolled cracks that are visible without magnification after completion of abrasive blasting.
Repair all mortar patches found deficient in respect to any of the specified criteria at no additional cost to the Agency. Perform further testing as requested to determine the extent of deficient concrete in the production test area represented. If additional patches are found to be deficient, repair the production test area represented according to these specifications and at no additional cost to the Agency. Repairs include but are not limited to removal and replacement of patches found to be substandard.

Repair small crevices to a maximum of 0.4 inches deep and 0.1 inches wide at the edge of a patch with non-conductive resin mixed with abrasive blasting material or other approved patch material at no additional cost to the Agency. Cut out pockets or other defects and replace with new mortar according to this section.

**Measurement**

00542.80 Measurement – The quantities of “Repair Damaged Concrete” will be measured on the area basis. Measurement will be from the area of work marked for concrete repair after locating damaged concrete and before concrete removal work. The area of work marked for concrete repair does not include sound concrete that is damaged or micro-fractured by the Contractor’s operations.

The quantities of "Repair Damaged Reinforcing Bars" will be measured on the unit basis, per each by actual count.

**Payment**

00542.90 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:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Repair Damaged Concrete</td>
<td>Square Yard</td>
</tr>
<tr>
<td>(b) Repair Damaged Reinforcing Bars</td>
<td>Each</td>
</tr>
</tbody>
</table>

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 00545 - REINFORCED CONCRETE BRIDGE END PANELS**

Comply with Section 00545 of the Standard Specifications.

**SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS**

Comply with Section 00550 of the Standard Specifications.
SECTION 00560 - STRUCTURAL STEEL BRIDGES

Comply with Section 00560 of the Standard Specifications modified as follows:

00560.80 Measurement - Add the following to the end of this subsection:

The estimated quantity of structural steel is:

<table>
<thead>
<tr>
<th>Structure</th>
<th>Steel Type</th>
<th>Quantity (Pound)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge No. 08895</td>
<td>Structural Steel Maintenance - Bumper Blocks</td>
<td>1360</td>
</tr>
<tr>
<td>Bridge No. 08895</td>
<td>Structural Steel Maintenance - Pipe Restrainers</td>
<td>640</td>
</tr>
<tr>
<td>Bridge No. 08896</td>
<td>Structural Steel Maintenance - Bumper Blocks</td>
<td>980</td>
</tr>
</tbody>
</table>

SECTION 00582 - BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications modified as follows:

00582.00 Scope – Add the following:

On structures number 08895 and 08896, this work includes removing the existing elastomeric bearing pads, cutting steel rods, and furnishing and installing elastomeric bridge bearings as shown, specified, or directed.

00582.80 Measurement – Add the following:

(c) Elastomeric Bearing Pad Replacement – Elastomeric bearing pad replacement will be measured on the unit basis, of bearing devices in place.

00582.90 Payment – Add the following:

(c) Elastomeric Bearing Pad Replacement – Elastomeric bearing pad replacement will be paid for at the Contract unit price, per each, for the item “Elastomeric Bearing Pad Replacement”.

Payment will be payment in full for removal of the existing bearings, cutting of the steel rods, furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.
SECTION 00585 - EXPANSION JOINTS

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

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

The estimated quantities of expansion joints are:

<table>
<thead>
<tr>
<th>Structure Number</th>
<th>Joint Type</th>
<th>Quantity (Foot)</th>
</tr>
</thead>
<tbody>
<tr>
<td>22538</td>
<td>Strip Seals</td>
<td>120.00</td>
</tr>
<tr>
<td>22576</td>
<td>Asphalitic Plug Seals</td>
<td>102.75</td>
</tr>
</tbody>
</table>

SECTION 00587 - BRIDGE RAILS

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

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

The estimated quantity of bridge rail is:

<table>
<thead>
<tr>
<th>Structure Number</th>
<th>Rail Type</th>
<th>Quantity (Foot)</th>
</tr>
</thead>
<tbody>
<tr>
<td>22538</td>
<td>Type “F” Concrete Rail</td>
<td>796.5</td>
</tr>
<tr>
<td>22576</td>
<td>Type “F” Concrete Rail</td>
<td>483</td>
</tr>
</tbody>
</table>

SECTION 00592 – BRIDGE JACKING

Section 00592, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00592.00 Scope - This work consists of temporarily raising and shoring BR08895 and BR08896 with jacking equipment for the purpose of removing existing bridge bearings and installing new bearing. Once the work is completed, the spans will be lowered back into place and the jacking equipment removed.

00592.02 Plans – Plans for the existing structures, that are not a part of the contract documents, are available for viewing at the office of the Engineer. Prints of these plans are available upon request.
00592.03 **Submittals** – Submit stamped working drawings in accordance to 00153.35(a)(1) detailing the bridge jacking work plan to the Engineer at least 28 days prior to bridge jacking work.

Design the work plan in accordance to the AASHTO LRFD Bridge Design Specifications and ODOT BDDM. Design the temporary support to carry all structure dead loads and live loads. Include in the work plan the proposed method of the jacking, shoring, and the amount and character of the equipment to be used. This review does not relieve the Contractor of the responsibility for the safety of the method or equipment. Do not perform work until the work plan has been reviewed and all comments are adequately addressed.

00592.04 **Methods and Equipment** – In addition to other requirements specified in these Special Provisions, the Bridge Jacking Work Plan shall include, but is not limited, the following:

- Detailed time schedule of the planned operations.
- Calculations detailing the demand placed on the existing bridge and the ability for the existing bridge to adequately carry demands.
- If necessary, details to strengthen the existing bridge members to carry the jacking loads.
- Deflection monitoring methods.
- Contingency plans to address potential malfunctions or interruptions in the work plan.
- Details to ensure stability of the bridge while the bridge is being raised, during the removal of the existing bearings installation of the elastomeric bearing pads and lowering of the bridge
- Details of how secondary supports, such as blocking and cribbing, will be installed after the bridge has been raised.
- Lateral stability of the bridge and jacking system.
- Use equipment that ensures uniform lifting of the bridge.

**Measurement**

00592.80 **Measurement** – No measurement of quantities will be made for work performed under this section.

**Payment**

00592.90 **Payment** – The accepted quantities of work performed under this Section will be paid at the Contract lump sum amount for the item “Bridge Jacking”.

Payment will be payment in full for supplying the work plan, furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.
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 00745.51.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

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

Base aggregate shall be either 1” - 0 or 3/4” – 0 size.
SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

SECTION 00738 - SAFETY EDGE

Comply with Section 00738 of the Standard Specifications modified as follows:

00738.20 Safety Edge Device - Add the following paragraph to the end of this subsection:

Use a safety edge device manufactured by Transtech Systems, Inc; Advant-Edge Paving Equipment, LLC; Carlson Paving Products; Troxler Electronic Laboratories, Inc; or a similar device that produces the same wedge consolidation results. If a similar device is used, provide proof the device has been used on previous projects with acceptable results or construct a test section meeting the requirements of 00738.47

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

Add the following subsection:

00745.11(d) Aggregate Treatment - Latex Polymer - A latex polymer aggregate treatment material may be used to treat new crushed aggregates instead of lime if Tensile Strength Ratio test results on the mixture with the latex polymer treatment at the JMF meet the minimum criteria in 00745.13(a).

(1) General:

a. Provide a system to automatically meter the latex emulsion at the proper rate and apply the emulsion uniformly to the aggregate prior to the addition of the asphalt cement. Follow manufacturer's recommendations to set up, adjust, and calibrate the Equipment.

b. Demonstrate to the Engineer's satisfaction that the required application rate of latex solids is being met. If it is not, take corrective action. Document and notify the Engineer of the corrective action.
(2) **Material** - Use latex polymer emulsion concentrate meeting the following:

<table>
<thead>
<tr>
<th></th>
<th>Minimum</th>
<th>Maximum</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solids Percent</td>
<td>65.0</td>
<td>–</td>
<td>ASTM D 1417</td>
</tr>
<tr>
<td>pH</td>
<td>9.0</td>
<td>11.0</td>
<td>ASTM D 1417</td>
</tr>
<tr>
<td>Brookfield Viscosity</td>
<td>500</td>
<td>3000</td>
<td>ASTM D 1417</td>
</tr>
<tr>
<td>Spindle 3, 20 RPM, cPs</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provide a quality compliance certificate for the polymer latex emulsion concentrate to the Engineer according to 00165.35.

(3) **Application Rate** - Apply the latex emulsion to achieve a minimum of 0.75 pounds of latex solids per ton of new aggregate (0.0375%) for dense graded mixtures and a minimum of 0.50 pounds of latex solids per ton of aggregate (0.025%) for open-graded mixtures. Higher application rates may be required to meet minimum TSR limits. Determine application rate during mix design testing.

(4) **Treatment During ACP Production:**

  a. Adjust aggregate moisture content to meet the manufacturer's recommendation for emulsion application. Apply the latex emulsion at the minimum rate specified above or at a higher rate if TSR testing indicates a higher rate is required.

  b. Apply the latex emulsion to the aggregate just prior to entry into dryer drum. Mix aggregate with the emulsion in a pugmill or in the dryer drum prior to application of asphalt cement. Heat aggregates to at least 250 °F after treatment and prior to addition of asphalt cement.

Add the following subsection:

**00745.51 Opening Sections to Traffic** - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic. Traffic will be allowed on the top Base Course up to 14 Calendar Days.

Before beginning wearing Course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00195.20.

**00745.80 Measurement** - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 2.75.

**00745.90 Payment** -

In the paragraph that begins "No separate or additional payment…", add the following bullet to the end of the bullet list:

- aggregate treatment - latex polymer
SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.
SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

00810.40 Timing and Coordination of Work - Add the following paragraph at the end of this subsection:

Contact the Engineer and the appropriate utilities 72 hours before beginning hand digging guardrail post holes.

SECTION 00820 - CONCRETE BARRIER

Comply with Section 00820 of the Standard Specifications.

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

SECTION 00842 - FACILITY IDENTIFICATION MARKERS

Comply with Section 00842 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

SECTION 00857 - RUMBLE STRIPS

Comply with Section 00857 of the Standard Specifications.
SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

Comply with Section 00866 of the Standard Specifications.
SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

00920.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

<table>
<thead>
<tr>
<th>Support Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perforated Steel Square Tube Slip Base Sign Supports</td>
<td>0.6 cu. yd.</td>
</tr>
</tbody>
</table>

SECTION 00930 - METAL SIGN SUPPORTS

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

00930.10 Materials - Replace the paragraph the begins “Furnish structural steel materials…” with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

Add the following subsection:

00930.48 Coating - Prepare and powder coat supports according to the applicable portions of Section 00593 or prepare and coat supports according to the applicable portions of Section 00594. Provide coating materials for field application, repairing damaged coatings, and coating hardware after installation, according to Section 00593 or 00594. Do not coat:

- Slip plate or arm connection surfaces.
- Slip base bolting hardware.
- Anchor rods, anchor rod washers, and anchor rod nuts.
Provide the following colors:

<table>
<thead>
<tr>
<th>Item</th>
<th>Federal Standard 595 Color Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perforated Steel Square Tube Slip Base Sign Supports</td>
<td>20059</td>
</tr>
</tbody>
</table>

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

The estimated quantities of structural steel are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity (Pound)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Sign Supports</td>
<td></td>
</tr>
<tr>
<td>Perforated Steel Square Tube Slip Base Sign Supports</td>
<td>708.6</td>
</tr>
</tbody>
</table>

00930.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for coating steel sign supports.

**SECTION 00940 - SIGNS**

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

Add the following subsection:

00940.48 Coating - Prepare and powder coat the backs of aluminum substrate signs according to the applicable portions of Section 00593 or prepare and coat according to the applicable portions of Section 00594.

Provide Federal Standard 595 Color Number 20059.
SECTION 01011 - STORMWATER CONTROL, PONDS

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

Description

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

Materials

01011.10 Materials - Furnish material meeting the following requirements:

Concrete ................................................................. 00440
Drainage Geotextile, Type 1 ....................................... 02320
Facility Field Markers ............................................... 00842.10
Riprap ......................................................................... 00390.11
Subsurface Drain Pipe ............................................... 00430.10

01011.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing (by Weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 4</td>
<td>100</td>
</tr>
<tr>
<td>No 10</td>
<td>95 - 100</td>
</tr>
<tr>
<td>No. 40</td>
<td>40 - 60</td>
</tr>
<tr>
<td>No. 100</td>
<td>10 - 25</td>
</tr>
<tr>
<td>No. 200</td>
<td>5 - 10</td>
</tr>
</tbody>
</table>

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Construction

01011.40 General - Construct storage facility as shown. Perform excavation and fine grading work only when the facility area is dry and only from the top of the pond area. Do not stockpile material in the facility area.
01011.41 Storage Pond - Scarify the subsoil area a minimum 12 inches deep. After scarification, place the water quality mixture in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller.

01011.42 Bioretention Pond:

(a) Scarify - Scarify the subsoil area a minimum 12 inches deep.

(b) Laying Pipe - Lay the pipe according to Section 00445. Place pipe with perforations down unless otherwise directed.

(c) Joining Pipe - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used. Cap the upstream end of the pipe.

(d) Inspection and Repair - Place Type 2 water quality mixture only after all the pipe is laid, joined, and inspected. Remove and reinstall or replace all pipe that is out of alignment, has settled, or is damaged at no additional cost to the Agency.

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

01011.43 Facility Field Markers - Install field markers as shown and according to Section 00842.

Maintenance

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

Measurement

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

Bioretention Pond D01127 Quantities:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation</td>
<td>180 Cu. Yd.</td>
</tr>
<tr>
<td>Drainage Geotextile, Type 1</td>
<td>85 Sq. Yd.</td>
</tr>
<tr>
<td>Loose Riprap, Class 100</td>
<td>10 Cu. Yd.</td>
</tr>
<tr>
<td>Granular Drain Backfill</td>
<td>15 Cu. Yd.</td>
</tr>
<tr>
<td>Water Quality Mixture</td>
<td>30 Cu. Yd.</td>
</tr>
<tr>
<td>6 Inch Subsurface Drain Pipe</td>
<td>75 Foot</td>
</tr>
</tbody>
</table>
Bioretention Pond D01129 Quantities:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation</td>
<td>40 Cu. Yd.</td>
</tr>
<tr>
<td>Drainage Geotextile, Type 1</td>
<td>35 Sq. Yd.</td>
</tr>
<tr>
<td>Loose Riprap, Class 50</td>
<td>15 Cu. Yd.</td>
</tr>
<tr>
<td>Water Quality Mixture</td>
<td>15 Cu. Yd.</td>
</tr>
</tbody>
</table>

Payment

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

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Bioretention Pond, ____</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

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 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
- Riprap 00390.11
- Riprap Geotextile, Type 1 02320
**01012.12 Water Quality Mixture** - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing (by Weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 4</td>
<td>100</td>
</tr>
<tr>
<td>No 10</td>
<td>95 - 100</td>
</tr>
<tr>
<td>No. 40</td>
<td>40 - 60</td>
</tr>
<tr>
<td>No. 100</td>
<td>10 - 25</td>
</tr>
<tr>
<td>No. 200</td>
<td>5 - 10</td>
</tr>
</tbody>
</table>

Sample soil according to AASHTO T 2. 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.

**01012.13 Plastic Board** - Furnish plastic board meeting the following requirements:

- Is HDPE or LDPE consisting of recycled plastic.
- Does not contain wood.
- Smooth and free of splinters.
- Includes an ultra-violet inhibitor.

**01012.14 Stone Embankment Material** - Furnish stone embankment material meeting the requirements of 00330.16 except:

- Provide a maximum size between 9 inches and 3 inches.
- No large rock fragments are allowed.

**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. Scarify the subsoil area a minimum 12 inches deep. After scarification, place the water quality mixture in maximum 12 inch lifts. Compact each lift with a water filled landscape roller.

**01012.41 Facility Field Markers** - Install field markers as shown and according to Section 00842.

**Maintenance**
US97: Spanish Hollow Creek & Trout Creek Bridges Project  
Grading, Drainage, Structures, Paving and Signing

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

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 D01126 Quantities:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation</td>
<td>200 Cu. Yd.</td>
</tr>
<tr>
<td>Drainage Geotextile, Type 1</td>
<td>165 Sq. Yd.</td>
</tr>
<tr>
<td>Loose Riprap, Class 100</td>
<td>5 Cu. Yd.</td>
</tr>
<tr>
<td>Granular Drain Backfill</td>
<td>45 Cu. Yd.</td>
</tr>
<tr>
<td>Water Quality Mixture</td>
<td>35 Cu. Yd.</td>
</tr>
</tbody>
</table>

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 01013 - STORMWATER CONTROL, WATER QUALITY BIOSLOPE**

Section 01013, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01013.00 Scope - This work consists of furnishing and installing a water quality bioslope as shown.

Materials

01013.10 Materials - Furnish material meeting the following requirements:

Drainage Geotextile, Type 1 ................................. 02320
Granular Drain Backfill Material............................ 00430.11
Shoulder Aggregate ........................................... 02640.10
Subsurface Drain Pipe ....................................... 00430.10
01013.11 Ecology Mix - Furnish an ecology mix composed of the following:

- **3/8” - No. 8 mineral Aggregate gradation meeting the requirements of Section 00680.**
- Horticultural grade perlite, free of toxic materials meeting the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing (by Volume)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 18</td>
<td>0 - 29</td>
</tr>
<tr>
<td>No. 30</td>
<td>0 - 10</td>
</tr>
</tbody>
</table>

- Agricultural grade calcium magnesium carbonate dolomite, free of toxic materials meeting the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing (by Weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 8</td>
<td>95 - 100</td>
</tr>
<tr>
<td>No. 16</td>
<td>0 - 5</td>
</tr>
</tbody>
</table>

- Non-calcined agricultural grade hydrated calcium sulfate gypsum, free of toxic materials, meeting the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing (by Weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 8</td>
<td>95 - 100</td>
</tr>
<tr>
<td>No. 16</td>
<td>0 - 5</td>
</tr>
</tbody>
</table>

Blend the mineral Aggregate, perlite, dolomite, and gypsum so that the mixture is composed of:

- 3 cubic yards of mineral Aggregate per 1 cubic yard of perlite
- 10 pounds of dolomite per 1 cubic yard of perlite
- 1.5 pounds of gypsum per 1 cubic yard of perlite

Mix the Aggregate, perlite, dolomite, and gypsum before delivery to the project. Mix the materials in the presence of the Project Manager. Provide at least 5 Calendar Days’ notice to the Engineer before beginning mixing.

**Construction**

01013.40 General - Construct water quality bioslope facility as shown. Perform excavation and placement work only when the facility area is dry. Do not stockpile excavated material in the facility area.

(a) Laying Pipe - Lay the pipe according to Section 00445. Place pipe with perforations upslope.

(b) Joining Pipe - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used. Cap the upstream end of the pipe.
(c) Inspection and Repair - Place the ecology mix only after the pipe is laid, joined, and inspected. Remove and reinstall or replace all pipe that is out of alignment, has settled, or is damaged at no additional cost to the Agency.

(d) Compaction - After placing the ecology mix and shoulder Aggregate, compact by saturating with water.

01013.41 Facility Field Markers - Install field markers as shown and according to Section 00842.

Maintenance

01013.70 Cleaning - Remove all accumulated sediment and debris before completing the facility.

Measurement

01013.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of materials are:

**Bioslope D01128 Quantities:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation</td>
<td>150 Cu. Yd.</td>
</tr>
<tr>
<td>Mineral Aggregate</td>
<td>40 Cu. Yd.</td>
</tr>
<tr>
<td>Perlite</td>
<td>15 Cu. Yd.</td>
</tr>
<tr>
<td>Dolomite</td>
<td>150 Lbs.</td>
</tr>
<tr>
<td>Gypsum</td>
<td>25 Lbs.</td>
</tr>
<tr>
<td>Crushed Shoulder Aggregate</td>
<td>45 Cu. Yd.</td>
</tr>
<tr>
<td>Drainage Geotextile, Type 1</td>
<td>725 Sq. Yd.</td>
</tr>
<tr>
<td>Granular Drain Backfill</td>
<td>60 Cu. Yd.</td>
</tr>
<tr>
<td>6 Inch Subsurface Drain Pipe</td>
<td>500 Foot</td>
</tr>
</tbody>
</table>

Payment

01013.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Bioslope, ____".

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 Seed Mix No. 1 (Spanish Hollow Creek):**

<table>
<thead>
<tr>
<th>Botanical Name (Common Name)</th>
<th>PLS (lb/acre)</th>
<th>% Purity (minimum)</th>
<th>% Germination (minimum)</th>
<th>Amount (lb/acre)</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Elymus cinereus</em> (Great Basin wildrye)</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Elymus glaucus</em> (blue wildrye)</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Poa secunda</em> (Sandberg bluegrass)</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Phacelia hastata</em> (silverleaf phacelia)</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Balsamorhiza sagittata</em> (arrowleaf balsamroot)</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Lomatium grayi</em> (Gray’s lomatium)</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Permanent Seed Mix No. 2 (Trout Creek):

<table>
<thead>
<tr>
<th>Name</th>
<th>PLS (lb/acre)</th>
<th>(% Purity (minimum))</th>
<th>% Germination (minimum)</th>
<th>Amount (lb/acre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chrysothamnus nauseosus (rubber rabbitbrush)</td>
<td>0.1</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Asclepias speciosa (showy milkweed)</td>
<td>0.1</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Elymus cinereus (Great Basin wildrye)</td>
<td>10</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Elymus glaucus (blue wildrye)</td>
<td>8</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Poa secunda (Sandberg bluegrass)</td>
<td>2</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Phacelia hastata (silverleaf phacelia)</td>
<td>5</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Eriophyllum lanatum (Oregon sunshine)</td>
<td>0.5</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

Add the following subsection:

01030.14(b-4) Organic Fertilizer - Furnish slow-release, organic fertilizer that analyzes 5-7 % nitrogen, 1-3 % phosphoric acid, and 1 % soluble potash. Furnish fertilizer that has no toxicity to sites where it will be applied.

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

Furnish mulch for seeding according to the following:

- Bonded Fiber Matrix packaged to include tackifier.

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

The Specified Weeds to be removed include the Class A and Class B noxious weeds on the Oregon Department of Agriculture Noxious Weed List, with an emphasis on the following:

- Cardaria draba (whitetop), Centaurea stoebe (spotted knapweed) and Crisium vulgare (bull thistle).
- Schedule pre-treatment such that weeds are dead prior to clearing/grubbing or planting operations.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

- Do not broadcast spray herbicides within 15 feet, or 50 feet if wind speed is greater than 5 mph, of any waterway, wetlands, or Waters of the United States.
- Only herbicides approved for use in aquatic systems may be used within 15 feet of any waterway, wetlands, or Waters of the United States.

Add the following subsection:

01030.44(c) Organic Fertilizer - Apply slow-release, organic fertilizer at a rate recommended by the manufacturer.

01030.47 Soil Amendments and Bio-Amendments - Replace this subsection with the following subsection:

Incorporate mycorrhiza at a rate of 20 pounds per acre into the seeding operation according to 01040.45 and 01040.46, as appropriate.

01030.48 Application

Add the following subsection:

(f) Leave all seeding surfaces rough (no track walking or other compaction).

SECTION 01040 - PLANTING

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

01040.19(g) Contract Growing Plant Materials - Add the following sentence to the end of this subsection:

This Project requires a contract growing agreement. Contact Engineer for torrent sedge seeds.

01040.50 (e) Collected Plants – Replace this subsection with the following:

Plants identified for salvage and replanting are marked with flagging and approximate locations are shown on plans. Prior to removal of plants identify and mark the locations where salvaged plants will be either stored or replanted and get approval of locations from wetland specialist. Dig torrent sedge plants using backhoe or excavator and keep the soil intact with the root mass to the fullest extent practicable. Excavate the willow root mass using tree spade or backhoe or similar equipment, being careful to cut, not to tear, plant roots and to harvest the root wad intact with soil to the greatest extent practicable. For all plants protect the root mass against drying, freezing or breaking.

Replant salvaged plants within 4 hours. If immediate replanting is not possible, store plants on project site in approved location where soil moisture will remain high for the duration of the plant storage period.
01040.70 General – Replace the paragraph beginning “The Contractor is responsible for the survival of all plant material…” with the following:

The Contractor is responsible for the care and survival of plant material until the end of the plant establishment period of 1 calendar year. The success criterion for planting is that 70% of each species and type of specified plant is thriving at the end of the plant establishment period. The plant establishment period will begin when all the original planting is complete. The original planting is considered complete when all the plant material has been planted to the satisfaction of the Agency.

01040.71 – Replace the first bullet item after the paragraph beginning “The determination of a successful plant establishment period…” with the following:

- Plants are surviving and have vigorous growth.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

01050.01 Definitions – Add the following to this subsection:

(f) Rock Jacks – Woven wire fabric fence and line posts constructed in a circular shape filled with an Angular Rock Fill.

01050.10 Materials – Add the following to this subsection:

Angular Rock Fill – Angular, durable rock material that is visibly well graded from 8 inch to 4 inch diameter.

01050.43(c) Intermediate End Posts - Add the following sentence to the end of this subsection:

Space intermediate end posts a maximum of 300 feet apart.

01050.50 Rock Jacks – Add the following subsection:

01050.50 Rock Jacks – Install line posts and woven wire fabric in a circular shape to the lines and grades as shown or as directed, in accordance Section 01050.43 and 01050.44. Fill the circular shape to the top of the woven wire fabric without damaging the line posts or the woven wire fabric.

01050.80 Measurement – Add the following to the end of this subsection:

(g) Rock Jacks - Rock Jacks will be measured on the unit basis.
01050.90 Payment – Add the following pay item to the pay item list:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(e) Rock Jack</td>
<td>Each</td>
</tr>
</tbody>
</table>

Add the following paragraph to the end of this subsection.

Item (e) includes metal line posts, woven wire fabric and angular rock fill.

SECTION 01091 - WATERWAY ENHANCEMENTS

Section 01091, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01091.00 Scope - This work consists of constructing waterway enhancements such as fish rocks, fish logs, streambed gravels, and other types of waterway items as shown or directed.

Materials

01091.10 Material - Furnish materials meeting the following requirements:

(a) Fish Rocks:

**Type 2** - Greater than 900 pounds to 1,800 pounds size, hard, durable, angular shaped rock. The thickness of a single rock shall be not less than one-third its length. Round rock, non-durable rock, shale, or rock with shale seams will not be accepted.

**Type 3** - Greater than 1,800 pounds to 2,200 pounds size, hard, durable, subangular rock. The thickness of a single rock shall be not less than three-fourths its length. Non-durable rock, shale or rock with shale seams will not be accepted.

(b) Streambed Enhancement Material No. 1 – Gravel sized 3 inch to 3/16 inch that is uncrushed, clean, hard, durable material and is well graded from the maximum size to the minimum size, mixed with sands and silts. Mix 3 parts gravel to 2 parts sand and silt. Salvage and re-use or augment existing streambed material when possible.

(c) Streambed Enhancement Material No. 2 – Gravel/Cobble sized 8 inch to 3/16 inch that is uncrushed, clean, hard, durable material and is well graded from the maximum size to the minimum size, mixed with sands and silts. Mix 3 parts gravel/cobble to 1 parts sand and silt. Salvage and re-use or augment existing streambed material when possible.

Construction
01091.40 General - Obtain all permits and perform work in and around water according to Section 00290 and the following:

(a) Salvaged Stream Materials - During excavations, salvage and stockpile top two feet of existing streambed material for re-use to meet the requirements of 01091.10(a) and (b). Salvage and stockpile streambank material and re-use as shown or as directed.

(b) Streambed Enhancement Material – Place and compact streambed enhancement material in maximum 1 foot lifts. Assure that flow remains on the surface of the newly constructed streambed. If void space still exists or flow does not remain on new surface, pressure wash additional fines into void space until void space no longer exists and flow remains on the surface.

(c) Fish Rocks - Place rocks as shown or as directed.

Measurement

01091.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

The estimated quantities of materials required for streambed enhancement are:

Streambed Enhancement at Station 30+20:
- Fish Rocks, Type 3 .......................... 6 each
- Streambed Enhancement Material No. 1 60 cu. yd.

Streambed Enhancement at Station 32+60:
- Fish Rocks, Type 3 .......................... 15 each
- Streambed Enhancement Material No. 1 115 cu. yd.

Streambed Enhancement at Station 37+75:
- Fish Rocks, Type 3 .......................... 22 each
- Streambed Enhancement Material No. 1 190 cu. yd.

Streambed Enhancement at Station 134+40:
- Fish Rocks, Type 2 .......................... 16 each
- Streambed Enhancement Material No. 1 65 cu. yd.

Streambed Enhancement at Station 140+25:
- Fish Rocks, Type 2 .......................... 15 each
- Streambed Enhancement Material No. 1 70 cu. yd.

Streambed Enhancement at Station 173+95:
- Fish Rocks, Type 2 .......................... 18 each
- Streambed Enhancement Material No. 1 75 cu. yd.
Streambed Enhancement at Station 180+60:

Fish Rocks, Type 2 ............................ 25 each
Streambed Enhancement Material No. 1 90 cu. yd.

Streambed Enhancement at Station 331+60:

Fish Rocks, Type 2 ............................ 20 each
Streambed Enhancement Material No. 1 80 cu. yd.

Streambed Enhancement at Station 372+75:

Fish Rocks, Type 2 ............................ 21 each
Streambed Enhancement Material No. 1 75 cu. yd.

Streambed Enhancement at Station 419+70:

Fish Rocks, Type 3 ............................ 45 each
Streambed Enhancement Material No. 2 435 cu. yd.

Earthwork outside of the neatlines for toe trench or structure excavation that is required to tie in the streambed enhancement work will not be measured.

Payment

01091.90 Payment - The accepted quantities of waterway enhancement items will be paid for at the Contract unit price, per unit of measurement, for the following item:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Streambed Enhancement</td>
<td>_________________ Lump Sum</td>
</tr>
</tbody>
</table>

Item (a) includes fish rocks, salvaged stream materials and streambed enhancement material.

The location for each Streambed Enhancement location 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.

No separate or additional payment will be made for earthwork outside of the neatlines for toe trench or structure excavation that is required to tie in the streambed enhancement work.
US97: Spanish Hollow Creek & Trout Creek Bridges Project
Grading, Drainage, Structures, Paving and Signing

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

01140.10 Materials - Replace the materials list with the following list:

- Bolted, Sleeve-Type Couplings for Plain End Pipe .................. 02475
- Detectable Marking Tape and Wire .................................. 02470
- Polyvinyl Chloride (PVC) Pipe fittings - under 4" .............. 02475
- Polyvinyl Chloride (PVC) Pipe - under 4" ....................... 02470
- High Density Polyethylene Pipe .................................. 02470
- High Density Polyethylene Pipe Fittings ......................... 02475

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows.

01150.00 Scope – Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing and installing valves, filters, and pressure gauges in potable water systems at the locations shown or at other locations as directed.

Add the following subsection:

01150.13 Screen Mesh Filter – Furnish screen mesh filters meeting the following requirements:

- Does not require electricity to provide full functionality
- Self-purging through the hand actuation of a handle at the top of the filter unit
- Glass-filled black polypropylene body
- Clear acrylic screen mesh housing
- Black neoprene sunshield/insulator
- 2-inch ANSI-type flanges for the inlet & outlet
- ¾-inch NPT-threaded (male) purge outlet
- Flow range up to 150 GPM.
- Pressure loss of less than 2 PSI @ 60 GPM and remains constant, varying only when the flow rate changes.
- Maximum pressure rating of 100 psi (6.9 bar).
- Maximum operating temperature of 120° F (49° C).
- Screen Mesh assembly manufactured specifically for the Filter unit and meet the following specifications:
  - Screen Mesh Material - Stainless Steel
• Screen Mesh Effective Area - 55.5 square inches
• Screen Mesh Size - 105 microns, Mesh 140 (U.S.)

Add the following subsection:

01150.14 **Pressure Gauge** – Furnish pressure gauges meeting the following requirements:

• Not fluid filled
• Corrosion, weather, and dust resistant
• Polished stainless steel body and bottom stem
• Maximum operating temperature of 120° F (66° C)
• 316 stainless steel bourdon tube type actuator
• 316 stainless steel, 1/4-inch NPT connection fitting
• Accuracy of 1% Full Scale (FS)
• 3-1/2-inch dial consisting of:
  • White background
  • Easily readable
  • Bold, black lettering @ 20 PSI interval with minor graduations at 2 PSI intervals
  • Scale range of 0 to 160 PSI
  • Clear, polycarbonate plastic or acrylic window with neoprene sealing gasket

01150.80 **Measurement** – Replace this subsection, except for the subsection number and title, with the following:

The quantities of valves, screen mesh filters, and pressure gauges will be measured on the unit basis.

01150.90 **Payment** - Add the following pay items:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(h) Screen Mesh Filter</td>
<td>............................................... Each</td>
</tr>
<tr>
<td>(i) Pressure Gauge</td>
<td>............................................... Each</td>
</tr>
</tbody>
</table>
Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions – Add the following lines:

IC - Internally Cured Concrete
LWFA - Lightweight Fine Aggregate

Internally Cured Concrete – Concrete designed to utilize lightweight fine aggregate to mitigate shrinkage.

02001.20(a) Strength - Replace Table 02001-1 with the following Table 02001-1:

Table 02001-1

<table>
<thead>
<tr>
<th>Type of Concrete</th>
<th>Strength (psi)</th>
<th>Maximum w/cm Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3300</td>
<td>0.50</td>
<td></td>
</tr>
<tr>
<td>3300 (Seal)</td>
<td>0.45</td>
<td></td>
</tr>
<tr>
<td>4000</td>
<td>0.48</td>
<td></td>
</tr>
<tr>
<td>4000 (Deck)</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>HPC4000</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>HPC4000 (IC)</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>5000 and above</td>
<td>0.40&lt;sup&gt;1&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>HPC5000 and above</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>Drilled Shaft</td>
<td>4000</td>
<td>0.48</td>
</tr>
<tr>
<td>Paving</td>
<td>4000</td>
<td>0.44</td>
</tr>
</tbody>
</table>

<sup>1</sup> PPCM's with cast-in-place decks and no entrained air may have w/cm as follows:
5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42

02001.31(h) Lightweight Fine Aggregate for Internal Curing - Internally Cured (IC) concrete shall utilize lightweight fine aggregate (LWFA) according to ASTM C330 AND ASTM C1761. Determine fine aggregate replacement quantities according to subsection X1.3 of ASTM C1761.

LWFA used for IC concrete shall have a minimum absorption of 18%.
The LWFA shall be conditioned to Saturated Surface Dry (SSD) by soaking the LWFA in water for at least 48 hours. No less than 12 hours prior to batching, remove saturation equipment and allow drain down of material. Maintain the SSD condition during all batching operations.

The Engineer will provide technical support, along with the LWFA supplier, during LWFA sampling/testing, trial batching, production and placement of concrete. Moisture testing prior to batching and throughout production will be provided. The results obtained by the Engineer shall be used for batching purposes.

02001.32(a) Trial Batch - Add the following sentences to the end of the paragraph:

Simultaneously trial batch HPC 4000 (IC) with dosages of 0.0, 0.5 and 1.5 gallons of shrinkage reducing admixture. The lowest dosage of shrinkage reducing admixture meeting the requirements of 02001.32(d) will be approved for production. The additional trial batches are for information only.

02001.32(e) Permeability Tests - Replace the paragraph that begins "Permeability tests are not required..." with the following:

Permeability tests are required for information only when HPC and SFC mix designs contain cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.

02001.34(b) Permeability Tests - Replace the paragraph that begins "Permeability tests are not required..." with the following:

Permeability tests are required for information only when HPC and SFC mix designs contain cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.

02001.50 Quality Control Personnel – Add the following to the end of this subsection:

(e) LWFA Supplier Representative:

- Duties
  - The LWFA supplier shall attend the trial batching, production batching and placement of all bridge decks. The LWFA supplier will be available for technical support during all concreting operations.
SECTION 02520 - STEEL AND CONCRETE PILES

Comply with Section 02520 of the Standard Specifications modified as follows:

02520.10(b) Steel Pipe Piles - Replace this subsection, except for the subsection number and title, with the following:

Steel pipe piles shall be either spirally welded or longitudinally welded, and shall be constant in section. Steel piles shall conform to ASTM A252 or API 5L and the grade shown.

*** END OF SPECIAL PROVISIONS ***
BID SCHEDULE
## BID SCHEDULE

**CONTRACT ID:** 15035  
**PROJECT:** US97: SPANISH HOLLOW CREEK & TROUT CREEK BRIDGES PROJECT  
**PROJECT KEY:** 19075  
**ADDENDUM NUMBER:**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY AND UNITS</th>
<th>UNIT PRICE (IN FIGURES)</th>
<th>BID AMOUNT (IN FIGURES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>TRAINING</td>
<td>2,880.00 hours</td>
<td>20.00</td>
<td>57600.00</td>
</tr>
<tr>
<td>0020</td>
<td>MOBILIZATION</td>
<td>ALL LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0030</td>
<td>TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC</td>
<td>ALL LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0040</td>
<td>TEMPORARY SIGNS</td>
<td>1,335.00 sqft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0050</td>
<td>TEMPORARY BARRICADES, TYPE III</td>
<td>14.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0060</td>
<td>TEMPORARY GUARDRAIL, TYPE 2A REFLECTORIZED</td>
<td>14.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0070</td>
<td>TEMPORARY CONCRETE BARRIER, REFLECTORIZED</td>
<td>2,150.00 FOOT</td>
<td></td>
<td></td>
</tr>
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## BID SCHEDULE

**CONTRACT ID:** 15035  
**PROJECT:** US97: SPANISH HOLLOW CREEK & TROUT CREEK BRIDGES PROJECT

**PROJECT KEY:** 19075  
**ADDENDUM NUMBER:**

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### SECTION 0002 ROADWORK

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### Bid Schedule

**Contract ID:** 15035  
**Project:** US97: Spanish Hollow Creek & Trout Creek Bridges Project  
**Project Key:** 19075  
**Addendum Number:**

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**Section 0004 Structure 08893 Spanish Hollow Creek, M.P. 2.37**

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SECTION 0005 STRUCTURE 08894 SPANISH HOLLOW CREEK, M.P. 2.48

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SECTION 0006 STRUCTURE 08895 SPANISH HOLLOW CREEK, M.P. 3.11

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SECTION 0007  STRUCTURE 08896 SPANISH HOLLOW CREEK, M.P. 3.25

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**PROJECT:** US97: SPANISH HOLLOW CREEK & TROUT CREEK BRIDGES PROJECT  
**PROJECT KEY:** 19075  
**ADDENDUM NUMBER:**  

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**Project:** US97: Spanish Hollow Creek & Trout Creek Bridges Project  
**Project Key:** 19075  
**Addendum Number:**

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**PROJECT KEY:** 19075  
**ADDENDUM NUMBER:**

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# Contract ID: 15035  Project: US97: Spanish Hollow Creek & Trout Creek Bridges Project  Project Key: 19075  Addendum Number:

## BID SCHEDULE

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## Section 0011  Structure 22576 Trout Creek, M.P. 75.04
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**PROJECT KEY:** 19075  
**ADDENDUM NUMBER:**

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## BID SCHEDULE

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**PROJECT KEY:** 19075  
**ADDENDUM NUMBER:**

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## BID SCHEDULE

### PROJECT: US97: SPANISH HOLLOW CREEK & TROUT CREEK BRIDGES PROJECT

**PROJECT KEY: 19075**

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### SECTION 0014 PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

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**SECTION 0015 PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS**

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**SECTION 0016  RIGHT-OF-WAY DEVELOPMENT AND CONTROL**

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<td>QUANTITY AND UNITS</td>
<td>UNIT PRICE (IN FIGURES)</td>
<td>BID AMOUNT (IN FIGURES)</td>
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<tr>
<td>1999-9290000E</td>
<td>ROCK JACK</td>
<td>7.00 EACH</td>
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## BID SCHEDULE

**CONTRACT ID:** 15035  
**PROJECT:** US97: SPANISH HOLLOW CREEK & TROUT CREEK BRIDGES PROJECT  
**PROJECT KEY:** 19075  
**ADDENDUM NUMBER:**

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<tr>
<th>ITEM NO</th>
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<th>QUANTITY AND UNITS</th>
<th>UNIT PRICE</th>
<th>BID AMOUNT</th>
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<tbody>
<tr>
<td>1140-0100000F</td>
<td>2 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH CLASS A BACKFILL</td>
<td>613.00 FOOT</td>
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