SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION

OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON

STRUCTURE
US101: GOLD BEACH (ROGUE RIVER) BRIDGE PROJECT
OREGON COAST HIGHWAY
CURRY COUNTY
OCTOBER 17, 2019
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

Structure
US101: Gold Beach (Rogue River) Bridge Project
Oregon Coast Highway
Curry County

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 17th day of October, 2019. 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:

Don Duey, Project Manager, 307 Highway 42E, Coquille, 97423; Email don.duey@odot.state.or.us, or Fax (541) 396-5321. 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
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 .............................................. 5
SECTION 00140 - SCOPE OF WORK................................................................................... 5
SECTION 00150 - CONTROL OF WORK.............................................................................. 5
SECTION 00160 - SOURCE OF MATERIALS......................................................................... 7
SECTION 00165 - QUALITY OF MATERIALS......................................................................... 7
SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES....................................... 7
SECTION 00180 - PROSECUTION AND PROGRESS.......................................................... 13
SECTION 00190 - MEASUREMENT OF PAY QUANTITIES................................................... 17
SECTION 00195 - PAYMENT............................................................................................... 17
SECTION 00196 - PAYMENT FOR EXTRA WORK............................................................... 19
SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK............................................. 19
SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS...................................... 19
SECTION 00210 - MOBILIZATION...................................................................................... 20
SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC......................................... 20
SECTION 00225 - WORK ZONE TRAFFIC CONTROL......................................................... 21
SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT............................ 23
SECTION 00290 - ENVIRONMENTAL PROTECTION...........................................................26
SECTION 00296 - PAINT AND PAINTED MATERIALS......................................................... 31
SECTION 00535 - RESIN BONDED ANCHOR SYSTEMS.................................................... 35
SECTION 00538 - CRACK INJECTING EXISTING BRIDGES............................................... 37
SECTION 00542 - CONCRETE REPAIR............................................................................ 37
SECTION 00556 - MULTI-LAYER POLYMER CONCRETE OVERLAY............................... 46
SECTION 00567 – TITANIUM ALLOY REINFORCEMENT SYSTEM................................... 47
SECTION 00585 - EXPANSION JOINTS............................................................................. 52
SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS....................... 56
SECTION 00855 - PAVEMENT MARKERS........................................................................... 56
SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE......................... 56
SECTION 01262 - PREPARING AND COATING CONCRETE STRUCTURES...................... 57
SECTION 02440 - JOINT MATERIALS..................................................................................64
SECTION 02510 - REINFORCEMENT..................................................................................65
SECTION 02530 - STRUCTURAL STEEL............................................................................65

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

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), 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

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)
2.  EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

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

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

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

   a. The contractor will conduct periodic inspections of project sites to assure 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
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 a contractor’s association acting as agent, will include the procedures set forth below:

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

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, 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 qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established 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 contracts 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 contract shall be paid wages at a rate 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 classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional 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 a bona fide fringe benefit 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 wages of any laborer or mechanic the full amount of wages or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

b.(1) 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)(i) 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 journeyman'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.
d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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 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 therefor 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-aid contract with the same prime contractor, or 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 may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (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 facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 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 shall be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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 contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a 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 whom 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 contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a 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.epots.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:

Goal and Timetable for Female Utilization Statewide

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Goal (Percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Apr. 1, 1980 until further notice</td>
<td>6.9</td>
</tr>
</tbody>
</table>
### Goals for Minority Utilization by County

<table>
<thead>
<tr>
<th>County</th>
<th>Goal (Percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clackamas, Multnomah, and Washington Counties</td>
<td>4.5</td>
</tr>
<tr>
<td>Marion and Polk Counties</td>
<td>2.9</td>
</tr>
<tr>
<td>Benton, Clatsop, Columbia, Crook, Deschutes, Hood River, Jefferson, Lincoln, Linn, Sherman, Tillamook, Wasco, and Yamhill Counties</td>
<td>3.8</td>
</tr>
<tr>
<td>Lane, Coos, Curry, Douglas, Jackson, Josephine, Klamath, and Lake Counties</td>
<td>2.4</td>
</tr>
<tr>
<td>Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties</td>
<td>3.6</td>
</tr>
<tr>
<td>Harney and Malheur Counties</td>
<td>4.4</td>
</tr>
</tbody>
</table>

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 maybe 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 hereto as may be required by the Agency and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

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

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

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

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

Written Notification

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

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

Monthly Report

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

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

Annual Report

Each July for the duration of the Project, each Contractor and Subcontractor shall submit Form 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.
EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS

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

Aspirational Diversity Targets

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

<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 amended in 2014 and effective as of November 3, 2014.

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, national origin, or disability in the award and administration of USDOT-assisted contracts. It is ODOT’s policy to ensure DBEs, as defined in 49 CFR 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, (3) Members of the DBE and non-DBE business communities 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  
3930 Fairview Industrial Drive, MS-23  
Salem, OR 97302  
http://www.oregon.gov/ODOT/Business/OCR/Pages/Non-Discrimination.aspx

For questions or further information, please contact:  
Angela M. Crain, Manager  
Office of Civil Rights  
(T) 503-986-4353  
(F) 503-986-6382  
Angela.M.CRAIN@odot.state.or.us

Matthew Garrett, Director  
Oregon Department of Transportation

Date  
6-28-17
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

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 123, Division 200, Certification Procedures.

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 (DBE)** - 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 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:

https://www.oregon.gov/ODOT/Business/OCR/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 ocrinfo@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
ocrinfo@odot.state.or.us
ASSIGNED DBE CONTRACT GOAL

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 2018 and 2019.)

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

SECTION 4: OJT PROGRAM

(a) EEO Requirements

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

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

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

(b) Training Requirements

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

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

• No employee shall be registered as a trainee in any job classification the employee has completed leading to journey level status, or for any job classification in which the employee has been employed as a journey level worker. The Contractor shall keep records, and provide to the Agency, if requested, documents on each trainee.

• Trainees shall be pre-approved by the Agency.

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

(c) Reports

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

• The training program forecast using the "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.

• Before the trainee begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted. Attach a copy of the "Training Program Approval Request (TPAR)" (Form 734-2880) to the "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878). The Contractor and trainee must sign and return a copy of the training program that will be utilized. The Contractor shall provide certification to the trainee upon completion of the OJT Program and also submit a copy to 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:

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

SECTION 5: MONITORING AND COMPLIANCE

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

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

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

**SECTION 6: MEASUREMENT AND PAYMENT**

**(a) General**

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

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

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

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

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

**Examples of achieving the Training Goal:**

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

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

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

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

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

Examples of not achieving the Training Goal:

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

Example B: Training Goal = 1,000 hours; Pay Item = $20/hr; Contractor achieves zero Qualified Hours (failed to meet the goal): A disincentive applies; therefore 1,000 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.
**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:

https://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

Structure
US101: Gold Beach (Rogue River) Bridge Project
Oregon Coast Highway
Curry County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature
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, 00225

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Structure
US101: Gold Beach (Rogue River) Bridge Project
Oregon Coast Highway
Curry County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature

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

Section 00296

EXPIRES: 01-01-2020

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Structure
US101: Gold Beach (Rogue River) Bridge Project
Oregon Coast Highway
Curry County

PROFESSIONAL OF RECORD CERTIFICATION:

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

Sections 00253, 00538, 00512, 00566, 00567, 00586, 01262, 02440, 02510, 02530

RENEW: 06-30-2021

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Structure
US101: Gold Beach (Rogue River) Bridge Project
Oregon Coast Highway
Curry County

PROFESSIONAL OF RECORD CERTIFICATION:

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

Sections 00850, 00855, 00865

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST
US101: Gold Beach (Rogue River) Bridge Project
Structure

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following:

1. Install temporary traffic control.
2. Perform bridge painting and rehabilitation.
3. Install permanent striping.
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(a) Grammar - Add the following bullet to the bullet list:

• For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Replace the bullet that begins “Certain Subsections labeled “Payment” contain…” with the following bullet:

• Certain Subsections labeled “Payment” contain statements to the effect that the accepted quantities “will be paid for at the Contract unit price, per unit of measurement, for the following items” (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

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
  www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx

• ODOT Traffic Standards
  www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx

00110.20 Definitions – Replace the sentence that begins “Surfacing – The Course or Courses…” with the following sentence:

Surfacing – The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

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:

"Structure
US101: Gold Beach (Rogue River) Bridge Project
Oregon Coast Highway
Curry County
October 2019"

In the event that access to Project information on the eBIDS website is not available, an alternate method to access the information will be posted on the ODOT Procurement Office - Construction Contracts Unit website (see 00110.05(e)). If the information is not available on the eBIDS website, there may be a delay before the information is available using the alternate method.
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 ORS 279A.112 (House Bill 3060, 2017)

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Add the following to the end of this subsection:

In the event that access to Addenda on the eBIDS website is not available, an alternate method to access the Addenda will be posted on the ODOT Procurement Office - Construction Contracts Unit website (see 00110.05(e)). If the Addenda is not available on the eBIDS website, there may be a delay before the Addenda is available using the alternate method.

00120.40(a)(2) Electronic Bids - Replace the sentence that begins "For Bids submitted electronically..." with the following sentence:

For Bids submitted electronically, Bidders shall prepare Bids using the latest version of AASHTOWare Project Bids™ software and submit using the BidExpress® website (see 00110.05(e)).

Replace the sentence that begins "Bidders choosing to submit Bids..." with the following sentence:

Bidders choosing to submit Bids through the internet shall be responsible for any additional fees associated with submitting Bids using AASHTOWare Project Bids™ software and the BidExpress® website.

00120.45(b) Electronic Bids - Replace the sentence that begins "Electronic Bids shall be submitted..." with the following sentence:

Electronic Bids shall be submitted using the latest version of AASHTOWare Project Bids™ software and shall be submitted using the BidExpress® website (see 00110.05(e)).

00120.70 Rejection of Nonresponsive Bids - Add the following bullets to the end of the bullet list:

- The Bidder has liquidated and delinquent debt owed to the State or any department or agency of the State.

- 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.

00150.30 Delivery of Notices - Add the following to the end of this subsection:

For purposes of this subsection, the time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. For purposes of this subsection, non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020.

Following Notice to Proceed, all notices and other documents submitted to the Contractor by the Engineer, or to the Engineer by the Contractor, electronically under 00170.08:

- If recorded in Doc Express® as received before 5:00 p.m. PST on a business day it shall be considered as received on the business day on which it was actually received in Doc Express®.
US101: Gold Beach (Rogue River) Bridge Project
Structure

- If recorded in Doc Express® as received on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.

Claims must be submitted on paper documents according to Section 00199.

Add the following subsection:

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Contact Person’s Name, Address, Email, and Phone Number</th>
</tr>
</thead>
</table>
| Charter Communication         | Jarod Alexander  
|                               | Jarod.alexander@charter.com  
|                               | (707) 457-7348                                                   |
| Coos Curry Electric Cooperative | Zane Adams  
|                               | 29439 Ellensburg Ave.  
|                               | Gold Beach, OR 97444  
|                               | Zane.adams@cooscurryelectric.com  
|                               | (541) 373-3306                                                   |
| Frontier Communication        | Monte Rutherford  
|                               | 354 So. 4th St.  
|                               | Coos Bay, OR 97420  
|                               | Monte.r.rutherford@ftr.com  
|                               | (541) 269-3396                                                   |
| City of Gold Beach (water)    | Wil Newdall  
|                               | 29592 Ellensburg  
|                               | Gold Beach, OR 97444  
|                               | wnewdall@goldbeachoregon.gov  
|                               | (541) 247-7029                                                   |
| Wedderburn Sanitary District  | Lealand Bellet  
|                               | P.O. Box 6  
|                               | Wedderburn, OR 97491  
|                               | (541) 290-4106                                                   |

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

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:

00160.20(b) Buy Oregon - Replace the sentence that begins "This provision does not apply to..." with the following sentence:

This provision does not apply to contracts financed wholly or in part by federal funds.

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

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.
00170.07 Record Requirements - In the paragraph that begins "For purposes of this Subsection, the term…", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

00170.07(a) Records Required - In the paragraph that begins "These records shall include…", replace the bullet that begins "Contracts or documents of other…", with the following bullet:

- Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.

In the paragraph that begins "The Contractor shall include…", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

00170.07(b) Access to Records - In the paragraph that begins "The Contractor shall provide…", replace the words "OAR 731-005-0780(9)" with the words "OAR 734-010-0400(9)".

Add the following subsection:

00170.08 Electronic Document Management - The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

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

Following Notice to Proceed, all documents for this Contract will be managed in Doc Express®, unless otherwise allowed or directed by the Engineer. Following Notice to Proceed, the Contractor shall use Doc Express® to submit documents to the Agency, and the Agency will use Doc Express® to submit documents to the Contractor.

The Contractor shall comply with naming conventions, drawer structure, and other Doc Express® instructions as specified in the ODOT Doc Express® User Guide for Construction Contractors, as may be revised from time to time and available from the Engineer.

The Contractor shall provide all Subcontractors, Suppliers, vendors, and any other third parties receiving payment from the Contractor or any Subcontractor, Supplier, vendor, or any other third party, with read-only access to the Doc Express® drawer that contains payment documents from the Agency and the Contractor. The Contractor may provide Subcontractors, Suppliers, vendors, and any other third parties receiving payment from the Contractor or any Subcontractor, Supplier, vendor or other third party with read-only access to other Doc Express® drawers at the Contractor’s discretion. The Contractor shall not grant write access to Subcontractors, Suppliers, vendors or any other third parties or their respective officers, employees or agents.
Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

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

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

Costs associated with obtaining and maintaining access to Doc Express® and the use of Doc Express® are incidental to Mobilization.

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

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

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to Doc Express® for any entity or individual at any time.

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

In no event shall the State of Oregon, the Oregon Transportation Commission or the Agency or their respective members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of Doc Express® by the Contractor or Subcontractors, Suppliers, vendors or other third parties at any level or their respective officers, employees or agents.
The Contractor’s indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of this Subsection 00170.08 and to use of Doc Express® and the acts, errors and omissions of the Contractor, Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents respecting access to and use of Doc Express®.

The terms, conditions and requirements of this Subsection 00170.08 and Subsection 00150.30 shall be included in all contracts with all Subcontractors, Suppliers, vendors and other third parties at all levels for which access to Doc Express® will or may be required.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with, and shall require all Subcontractors, Suppliers, vendors and other third parties to comply with and to require their officers, employees and agents using or accessing Doc Express® to comply with this Subsection 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor or any Subcontractor, Supplier, vendor or other third party, respecting my use of or access to Doc Express®, I agree to the following, all as may be revised from time to time:

• The terms, conditions and requirements of Subsection 00170.08 of the Contract;
• The Info Tech, Inc. Doc Express® Privacy Policy and Terms of Use and the Digital Millennium Copyright Act (DMCA) Policy, accessible from the Doc Express® registration site;
• The ODOT Doc Express® User Guide for Construction Contractors available from the Engineer; and
• The following Additional User Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 ORS 279A.112 (House Bill 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.

00170.65(a) General: Replace the paragraph that begins "As required by ORS 279C.520, compliance by the ..." with the following paragraphs:

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor’s compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall not prohibit any of the Contractor’s employees from discussing the employee’s rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an
employee who discusses the employee’s rate of wage, salary, benefits or other compensation with another employee or another person.

**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</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Commercial Automobile Liability</td>
<td>$1,000,000</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:

**00180.05 Assignment/Delegation of Contract** – Replace this subsection, except for the subsection number and title, with the following:

Unless the Agency gives prior written consent, which will not be unreasonably withheld, the Contractor shall not assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, whether voluntarily or involuntarily, and whether by merger, consolidation, dissolution, operation of law, or any other manner, including, without limitation:

- The power to execute or duty to perform the Contract; or
- Any of its right, title or interest in the Contract.

Any purported or attempted assignment, delegation, sale, transfer or disposition without prior Agency consent shall be voidable.

If written Agency consent is given to assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, such consent shall not relieve the Contractor or its Surety of any part of their duties, obligations, responsibilities, or liabilities under or pursuant to the Contract.
Assignment of Funds Due under the Contract – Replace this subsection, except for the subsection number and title, with the following:

Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form provided by the Agency;
- The Contractor secures the written consent of the Contractor’s Surety to the assignment; and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

Own Organization - Replace this subsection, except for the subsection number and title, with the following:

The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of Materials not included in or requiring a subcontract, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c)(2) Limitations - Replace this subsection, except for the subsection number and title, with the following:

The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, rented, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

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

The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including, without limitation, 00170.07. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor’s own organization for the purposes of determining compliance with 00180.20(a).

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

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

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

The approved trucking services agreements shall be used for all trucking services for hauling Materials not provided by trucks owned (or rented) and operated by the Contractor.
except for trucking services provided by committed DBEs that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling Materials prior to the trucking services provider doing any Work on the Project Site.

00180.20(e)(3) Submittals - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor’s own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

00180.21(d) Terms of Subcontracts - Replace the paragraph that begins "Subcontracts shall provide that work performed under ...") with the following paragraph:

All Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent requirements, provisions, terms, and conditions of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor’s with the first tier Subcontractors and those of the first tier Subcontractors with their Subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

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>Contract Time</td>
<td>00180.50(h)</td>
</tr>
<tr>
<td>Closed Lanes</td>
<td>00220.40(e)(1)</td>
</tr>
<tr>
<td>Limited Duration Road Closure</td>
<td>00220.40(f)</td>
</tr>
<tr>
<td>Regulated Work Areas</td>
<td>00290.34(a)</td>
</tr>
</tbody>
</table>
US101: Gold Beach (Rogue River) Bridge Project
Structure

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

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

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

00180.50(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 construct multi-layer polymer concrete overlay and install permanent pavement markings not later than August 21, 2020.

(2) The Contractor shall complete all Work to be done under the Contract not later than November 20, 2020.

00180.70(b) Contractor’s Responsibility during and after Suspension - Replace the paragraph that begins "During periods of suspension of the Work ..." with the following paragraph:

During periods of suspension of the Work, the Contractor shall continue to be responsible for protecting and repairing the Work according to 00170.80, and for ensuring that a single designated representative responsible for the Project remains available according to 00150.40.

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 5 percent.
- 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 - Lane 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).

00180.90(a) Termination for Default - In the paragraph that begins "Termination of the Contract for default...", add the following bullet to the end of the bullet list:

- Has liquidated and delinquent debt owed to the State or any department or Agency of the State.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

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

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:
  
  \[
  \text{Adjustment Factor} = (\text{MFP}) - (0.75 \times \text{Base})
  \]

(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:

All Pay Items associated with the following Bridges and Structures:

- Bridge No. 01172 19 Gal/$1000

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 cost adjustments will continue to be made as specified and will not be revised for any reason, including the Contractor’s election to use an alternative fuel (natural gas, wood pellets, propane, or other).

00195.50(e) **Withholding Payments** - Add the following bullet to the bullet list:

- Paid all liquidated and delinquent debt owed to the State or any department or agency of the State. (In addition to Agency’s other rights and remedies, the Agency may also
undertake collection by administrative offset, or garnishment if applicable, of all monies due to recover such debt. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.)

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 modified as follows:

**00210.40 Mobilization** - Add the following bullet to the end of the bullet list:

- Obtaining and maintaining access to Doc Express®, and using Doc Express® to submit documents according to 00170.08.

**00210.90 Payment** - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for any costs associated with obtaining and maintaining access to Doc Express® or the use of Doc Express®.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

**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 Oregon Coast Highway (US101) when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2) with a maximum work zone length of 1/2 mile:

- Nightly, Sunday night through Friday Morning, between 7:00 p.m. and 7:00 a.m.

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 bridge rehabilitation work. This work will only be permitted between the hours of 7:00 p.m. and 7:00 a.m. on the Oregon Coast highway.

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 45,000 pounds for every 1,000 square feet of surface area plus the weight of long term storage of materials to 18,000 pounds for every 100 square feet of surface area of the bridge or a total of 150,000 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:

Ten Calendar Days before closing a pedestrian pathway and the sidewalk, place a “SIDEWALK CLOSED, Full Time” (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.

Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the “SIDEWALK CLOSED, Full Time” (CW11-4) signs while the TPAR is open to pedestrian traffic.

Install 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 "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the Oregon Coast 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 (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.

When construction requires bicycles to use the Traffic Lanes on Structures, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign according to "Sign Spacing A", from the "TRAFFIC CONTROL DEVICES SPACING TABLE" shown on the Standard Drawings, in advance of the Structure or the initial point where the bicycle facility is impacted by construction. Keep the signs in place until completion of the bikeway final surface.
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:

00225.41(b)(6) Existing Facility Sign Supports - When mounting temporary signs on existing facilities, install signs as shown on the Standard Drawings or other mounting methods approved by the Engineer.

00225.43(e) Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers for temporary centerline marking as follows:

- Place and maintain one temporary flexible overlay pavement marker on 40 foot spacings in tangent and curve sections except as below.
- Place and maintain one temporary flexible overlay pavement marker on 20 foot spacings in curved alignment sections identified by a speed rider displaying less than the posted speed and channelization areas.

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

- Control markers at:
  - 200 foot intervals on tangents
  - 50 foot intervals on curves
  - 40 foot intervals on curves with speed rider
- Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

00225.48(a) Flaggers - Add the following to the end of this subsection:

Direct pedestrians to wait for flagger instructions. Stop and hold motor vehicle traffic to allow pedestrians to enter the TPAR or exit the TPAR. Pedestrians must be clear of all traffic lanes before flaggers release motor vehicle traffic.

If a TPAR is designed and installed with a width less than 5 feet, and 5 foot by 5 foot passing spaces at 200 foot intervals are not provided, inform pedestrians of the narrowed TPAR. Before allowing pedestrians in wheelchairs or similar devices to use the TPAR, direct the flagger at the opposite end of the TPAR to stop and hold opposing pedestrian traffic until the pedestrian in the wheelchair has reached the other end of the narrowed TPAR.
SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

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

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

On Structure No. 01172, provide temporary work access and containment, heating, and ventilating systems for strengthening beam A on the south and north approaches and strengthening beam L and cross beam K on the arch spans. Crack injection on north spans N8 and N9. Damaged concrete repair work as shown.

Add the following subsection:

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 00253.09 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

- Stamped calculations showing that equipment, vehicles, and supplies placed in a closed lane do not exceed the equivalent of H-15 loading

**00253.05 Containment Requirements** - Replace the paragraph that begins "Contain work debris that is generated from hand tool or power tool..." with the following paragraph:

Contain work debris that is generated from hand tool or power tool operations according to the Class 1P requirements of SSPC-Guide 6. For hand tool cleaning or vacuum shrouded power tool cleaning, ground covers or free-hanging tarpaulins are an acceptable alternate means of containment provided the debris is captured and controlled to the same degree as Class 1P.

Add the following to the end of this subsection:

When field painting over a body of water with air spray (conventional) or airless spray, contain painting operations according to Class 1A requirements of SSPC-Guide 6.

Comply with the requirements of 00290.30.

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 90 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 minimum factor of safety of six for wire ropes and connecting hardware and four for all other components for containment structure and work platform components.

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 20 pounds per square foot.

• No Loads will be applied to arch span superstructure (i.e. deck, girder, cross beam, or diaphragm) for the support of platform due to load rating limitations.

• Containment and work platforms do not extend more than six feet below bottom of arch span apex as shown on plans.

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

Add the following subsection:

00253.42 Safety Requirements - Replace the paragraph that begins “Follow approved procedures for evacuating…” with the following paragraph:

Follow approved procedures for evacuating and securing work platforms and containment systems if wind speeds or predicted wind speeds exceed design limits. For concrete removal and repair work, comply with all applicable requirements of OSHA Standard Number 1926.1153, Respirable Crystalline Silica, including Table 1.

Add the following subsection:

00253.44 Marine Traffic Restrictions - Bridge No. 01172 may not be closed to marine traffic.

Maintain a minimum of one span with no constrictions for Spans 1, 2, and 3 (see sheet J01) during construction providing full marine traffic passage, with no constrictions from any type of vertical or horizontal containment.

Provide a detailed construction plan to the U.S. Coast Guard with a copy to the Engineer at least 30 days prior to the installation of any below deck work platform or containment that reduces the vertical or horizontal clearance for marine traffic, so that the U.S. Coast Guard can issue a Local Notice to Mariners (LNM). Details need to include the rotation schedule for which Span will have no constrictions for Marine Traffic.

Add the following subsection:

00253.45 Navigation Lighting - Place flashing lights under the containment system on all four corners of each installation according to Federal regulations, marking the reduced navigational clearance. Maintain all navigation lights in operational condition at all times during the project and temporarily relocate them, if necessary, in order for them to remain visible to marine traffic.

Mark each work platform with flashing yellow lights along the outside edge at 100-foot intervals. Mark each work platform from the outer end near the navigation channel to the first set of pilings near the bank. Flashing yellow lights shall be visible to boat traffic from either side of the platform. Flashing yellow lights may be equivalent to flashing yellow lights on construction barricades.
Add the following subsection:

**00253.46 Staging Area** - When lane or shoulder closures are allowed, equipment, vehicles, and supplies may be placed in the closed traffic lane or shoulder on the bridge. Within a closed lane, one vehicle operating under D.O.T. overload permit will be allowed on each bridge span and the combined effect of all loads in the closed lane will be limited to the equivalent of H-15 loading on each bridge span.

Actual loading does not exceed the equivalent of H-15 loading if the actual loading produces maximum shear and bending moment less than that produced by one lane of H-15 loading on a beam of the same span.

**SECTION 00290 - ENVIRONMENTAL PROTECTION**

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

**00290.10 Staging and Disposal Sites** - Add the following to the end of this subsection:

Use the following staging site:

- **Site Type** - staging

- **Location** - southbound side of US101 at M.P. 327.4 - 327.5

- **Access** - via highway

- **Available Area** - 0.4 acres

Delineate the limits of the site with orange plastic mesh fencing from the QPL for the duration of the Project. Remove the fencing when the Project is complete and the site has been restored to preconstruction conditions.

Restore the site by:

- Removing all imported fabric, rock, and other construction debris.
- Smoothing the ground.
- Reseeding all disturbed earth.

**00290.20(c)(1) General** - Replace the paragraph that begins “Segregate all demolition debris according to…” with the following paragraph:

Segregate all demolition and construction debris according to its intended end use (reuse, recycle, or dispose). If required, store in designated areas in a manner that prevents contamination to Soil and water and prevents fugitive dust emissions. Remove all waste materials recovered from the site unless otherwise approved, in writing. Retain disposal and recycling facility receipts for wastes generated on site for at least 1 year after completion of
the Project. Provide copies of the receipts to the Engineer within 7 Calendar Days of the disposal or recycling.

**00290.20(c)(3) Reuse, Recycle and Dispose of Materials** - Replace the title of this subsection with “Reuse, Recycle, Compost and Dispose of Materials”.

**3) Reuse, Recycle, Compost and Dispose of Materials** – Replace the three bullets with the following bullets:

- Reuse demolition and construction debris.
- Recycle demolition and construction debris.
- Compost or mulch yard waste material from lawn and landscape maintenance.
- If it is not feasible to reuse, recycle, or compost, (“feasible” is defined as a facility that is capable of handling the material, will take the material and the cost of transportation plus the cost to reuse or recycle the material is equal to or less than the costs of disposal) dispose of waste material according to the following:

**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, 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 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.
- 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 saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- 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.

**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 at or below the mean higher high water (MHHW) elevation shown on the plans.

For this Project, the Regulated Work Area is defined as the area at or below the MHHW elevation of the Rogue River. The Engineer will identify and mark the Regulated Work Area. No work is allowed within the Regulated Work Area.

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.
• Allow equipment to enter or work in or on the water.

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:

• 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) 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.
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.

Add the following subsection:

00290.42 Work Containment Plan - A Work Containment Plan (WCP) is required on this Project for all bridge construction activities.

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for all 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.

00290.90 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.

No separate or additional payment will be made for orange plastic mesh fencing.

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, chromium and cadmium based paints coat the concrete on the US101: Rogue River (Gold Beach) Bridge. 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>Gold Beach Br. Coating</td>
<td>12.3</td>
<td>25.0</td>
<td>7.68</td>
</tr>
</tbody>
</table>

ND = not detected above the laboratory detection limit.

Toxicity Characteristic Leaching Procedure (TCLP) analysis of bulk painted concrete samples, representative of the waste that will be generated during demolition, detected the following concentrations of TCLP lead, chromium, and cadmium:

<table>
<thead>
<tr>
<th>Sample Location and Material</th>
<th>TCLP Lead (mg/L)</th>
<th>TCLP Chromium (mg/L)</th>
<th>TCLP Cadmium (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold Beach Br.</td>
<td>NA</td>
<td>NA</td>
<td>ND</td>
</tr>
</tbody>
</table>

ND = not detected above the laboratory detection limit.
NA = not analyzed.
The Limited Evaluation ODOT report, titled US101: Rogue River (Gold Beach) Bridge 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.

**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 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 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.

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.
Attachment A
Lead, Chromium, and Cadmium Based Paint Acknowledgement Form

[Contractor] __________________________
[Bridge Identification] __________________
[Description of Scrap Metal] _____________

_______________ [Recipient] acknowledges that they are aware that metal and materials received from ________________ [Contractor] on ______________ [Date(s)] may contain lead, chromium, or cadmium based paint. Recipient further acknowledges that it is aware of the risk to human health and the environment posed by exposure to lead, chromium and cadmium based paint. All storage, use, sale, and disposal of materials containing lead, chromium or cadmium based paint and any removal of lead, chromium, or cadmium based paint from the materials by Recipient will be conducted in compliance with all applicable Federal and State statutes and regulations, including but not limited to 40 CFR 262 through 265 and OAR Chapter 340, Divisions 100 through 106. Recipient acknowledges that they are solely responsible for any liability or damages resulting from the storage, use, sale, and disposal of the materials and removal of lead, chromium or cadmium based paint by Recipient and Recipient will indemnify and hold harmless the Contractor and the Oregon Department of Transportation from any such claims of liability or damages.

________________________ [Signature]
________________________ [Title]
________________________ [Date]
SECTION 00535 - RESIN BONDED ANCHOR SYSTEMS

Comply with Section 00535 of the Standard Specifications modified as follows:

Add the following subsection:

00535.01 Required Submittals - For anchor installation horizontally or upwardly inclined submit personnel qualifications according to 00535.30 at least 21 Calendar Days before starting Work.

00535.10 Materials – Replace Table 00535-1, with the following table:

<table>
<thead>
<tr>
<th>TABLE 00535-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Pullout Force</td>
</tr>
<tr>
<td>Anchor Bolts</td>
</tr>
<tr>
<td>Grade 36</td>
</tr>
<tr>
<td>Dia. (inch)</td>
</tr>
<tr>
<td>1/2</td>
</tr>
<tr>
<td>5/8</td>
</tr>
<tr>
<td>3/4</td>
</tr>
<tr>
<td>7/8</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Add the following subsection:

00535.30 Qualified Personnel - Provide ACI/CRSI adhesive anchor certified personnel for installation of resin bonded anchors horizontally or upwardly inclined (including vertically overhead). Contact Oregon Chapter of ACI, (503) 753-3075, www.oregonaci.org

00535.40 Construction – Add the following to the end of this subsection:

Do not install resin bonded anchors when the concrete temperature is below 50 °F, unless otherwise advised by the resin manufacturer's recommendations.

For anchors resisting sustained tension loads do not load or torque anchors until 24 hours after the manufacturer's minimum full cure time.

Do not install resin bonded anchors until concrete has cured for 21 Calendar Days.

Add the following subsection:
US101: Gold Beach (Rogue River) Bridge Project
Structure

00535.45 Testing - Perform demonstration tests and production tests on anchors as indicated in the anchor test summary at the frequency indicated in the MFTP. Perform demonstration tests before installing the anchor system and perform production tests during anchor installation work at agreed upon locations.

(a) Demonstration Tests - Demonstrate the installation process for each anchor type:

- Install three test anchors using the same materials and methods that will be used for installing the anchor system. One demonstration test includes 3 test anchors. Resin for each anchor shall be from the same lot.
- Test the anchors according to ASTM E488 as confined tension tests 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 demonstration test anchors into the work.

Do not begin installing the anchor system until the installation process is approved. Test results with the average load meeting or exceeding the minimum pullout force will be acceptable. If any test anchor has a capacity less than 95 percent of the minimum pullout force, use a different resin lot and perform the demonstration test until test results meet the requirements.

(b) Production Tests - During installation of the anchor system and after the resin has cured according to the Manufacturer’s recommendations:

- Test anchors according to ASTM E488 as confined tension tests 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. One production test includes 1 test anchor. Resin for each anchor shall be from the same lot as for the demonstration tests and for installing the anchor system.
- For bent rebar anchors (#5 or smaller), furnish and test a straight bar at the required location. After the Engineer accepts test results, cold bend the bar to dimensions as shown. For threaded rods and larger reinforcing bars, furnish and install a sacrificial straight test anchor at a minimum distance of 1.5 times embedment depth away from the required location.

Maintain the test load at the required load level for a minimum of 10 seconds. Test anchors shall not have measurable displacement. If the Engineer suspects improper installations, more testing may be required.

(c) Anchor Test Summary -

<table>
<thead>
<tr>
<th>Structure #</th>
<th>Drawing #</th>
<th>Anchor Type (bolt/rebar)</th>
<th>Size</th>
<th>Grade</th>
<th>Sustained Tension</th>
<th>Demonstration Test (yes/no)</th>
<th>Production Test (yes/no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01172</td>
<td>103666</td>
<td>A193 Gr B7</td>
<td>0.625</td>
<td>105</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
US101: Gold Beach (Rogue River) Bridge Project
Structure

Replace anchors that fail at no additional cost to the Agency.

SECTION 00538 - CRACK INJECTING EXISTING BRIDGES

Comply with Section 00538 of the Standard Specifications.

SECTION 00542 - CONCRETE REPAIR

Section 00542, which is not in the Standard Specifications, is included in this Project by Special Provision.

Description

00542.00 Scope - This Work includes, but is not limited to:

- Locating, marking and removing all damaged concrete and installing patch Material.

- 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 hand-troweled patching Material in concrete cavities up to 0.50 square foot surface area.

- Installing pumped patching Material in concrete cavities greater than 0.50 square feet surface area.

- Curing the patch Material.

00542.01 Definitions:

Damaged Concrete - Concrete that is spalled or delaminated due to corroded reinforcement or concrete that is debonded from corroded reinforcing bars.
**Shallow Rebar** - Steel reinforcement with 1/2 inch or less of concrete cover.

**Saturated Surface Dry Condition** - Surface condition where hardened concrete is thoroughly saturated with water but any free water has been removed from the surface.

### 00542.02 Submittals:

**a) General** - Submit descriptions of Materials and detailed procedures at least 21 Calendar Days before intended use on the Project. 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.

**b) Submittals for Damaged Concrete** - For prepackaged products, submit the manufacturer’s certification that the contents contain cement and Aggregate and do not include silica fume, fly ash, or any other porosity-reducing admixture. Provide the proportion (by weight) of portland cement to Sand according to the provisions of 00165.35(a), (b), and (c).

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 the 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.

For proposed alternative patching Materials, submit test data demonstrating compliance with 00542.10 and detailed descriptions of all proposed alternative 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.

For Approved Alternate PCC Material, from the first delivery of prepackaged product, submit three 4 by 8-inch cylinders of patch Material cast in the presence of the Engineer using the proposed mix proportions, admixtures, and mixing and application Equipment, at least 10 Calendar Days before starting concrete repair Work. Cast and cure the cylinders according to AASHTO T 23 or T 126. Do not use alternate material prepackaged products until tests have confirmed the contents meet Specifications and the Engineer’s approval is received.

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.

**c) Submittals for Damaged Reinforcing Bars** – Submit the following:

- Welder certifications according to AWS D1.4
US101: Gold Beach (Rogue River) Bridge Project
Structure

- 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.

00542.03 Pre-welding Conference - Before beginning Work, attend a pre-welding conference arranged by the Engineer at a mutually agreed-upon place and time. Attendance is mandatory for the Contractor’s supervisory personnel and the Contractor’s certified welding inspector (CWI). The pre-welding conference will include discussion of the Contractor’s quality control responsibilities, documentation requirements, welding procedures and Equipment, and demonstration of welder skills.

Provide an independent, third-party AWS Certified Welding Inspector (CWI) to perform inspection of all welds according to AWS D1.4

Materials

00542.10 Patch Material:

(a) Pumped Patch Material - Provide one of the following mortars with the required admixture as specified in 00542.15.

- Pumped BASF MasterEmaco S 440MC (formerly BASF LA Repair Mortar).
- Alternative PCC Material conforming to the following:
  - Non-polymer flowable micro-concrete
  - Suitable for pumping
  - At least 4,000 psi 28-Day compressive strength
  - “Low” potential for cracking and no cracking in 28 Calendar Days when tested according to ASTM C 1581, including Appendix
  - Electrical resistivity in the range of 2,000 to 20,000 ohm-cm

Submit proposed alternative Materials for approval according to 00542.17.

(b) Hand Patch Material - Provide hand patching Materials from section 02015.20, in the category “PCC Repair”, of the QPL. Observe QPL remarks and follow manufactures guide lines for application.

00542.11 Non-conductive Resin - Non-conductive resin is acceptable for filling cavities of 0.05 square feet or less and for resin build-up over shallow rebar in sound concrete. Patch using one of the following products, or an equivalent from the category “Concrete Anchor, Resin HS High Strength” of the QPL, mixed at a 1:1 ratio with clean abrasive blasting Material.

00542.12 Abrasive - Provide clean, dry, non-metallic grit abrasive material with no mineral constituents that break down and remain on the surface in visible quantity. Provide hard angular shaped abrasives from 16 - 30 mesh.

00542.13 Water - Provide potable water according to 02020.10(b).
00542.14 Reinforcement and Added Steel - Provide uncoated reinforcing bars conforming to 02510.10 (ASTM A 706 Grade 60). Provide uncoated, ungalvanized welded wire fabric conforming to 02510.40. Other metal embedded in the mortar to facilitate concrete replacement shall be uncoated and ungalvanized.

00542.15 Admixtures - Use only admixtures approved by the Engineer.

If using admixtures to reduce the water-cement ratio, or to retard or accelerate the development of strength, use only admixtures compatible with the mortar and at the rate specified by the patch Material manufacturer.

00542.16 Hollow Wall Anchors - Provide the following plastic hollow wall anchors, 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

00542.17 Alternative Material Approval - 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; Disposal - Provide Work access and debris containment according to Section 00253.

Dispose of waste according to 00290.20.

00542.41 Locating and Marking - Locate and mark the following:

- All concrete having visible spalling or delamination due to corrosion of reinforcement. Include within the repair boundaries all damaged concrete at the edges of spalls.
- All concrete that is visibly loose, or that becomes dislodged or loosened when struck with a 16-ounce masonry hammer or by other approved technique.

Verify the presence of steel with a metal detector.

Do not use internal angles less than 45 degrees in defining the repair boundaries. Make all repairs at least 2 inches wide in each direction. Within these restrictions, mark boundaries such that repair areas can be efficiently sawed and excavated.
Determine in the field the location and extent of each repair excavation. Do not begin concrete removal until location and extent have been verified by the Engineer.

The Engineer will perform verification surveys of selected sections of the Work and determine the final quantity of repairs. Do not begin excavation until the Engineer has completed the verification surveys.

00542.42 Concrete Removal - Saw-cut the boundaries of concrete to be removed, to a depth just missing the reinforcing bars or to a minimum of 1/2 inch, whichever is least. Saw cuts shall not overrun at the corners of the marked boundaries. Saw cutting is not 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 with high-pressure waterjet blasting Equipment, pneumatic hammers, chipping guns, manual picks and chisels, or other Equipment approved by the Engineer. 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. When 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. Do not excavate below the reinforcing bar if area shows the reinforcing bar to be 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.

00542.43 Repair Damaged Reinforcement Bars - Repair reinforcing bar showing 50 percent section loss according to the following:

Remove competent concrete to provide space for 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 and 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. 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 so as to allow
1/2 inch of concrete cover without raising the concrete surface. Keep the splice bar in the proper position during placement of concrete cover.

**00542.44 Shallow Rebar in Sound Concrete** - If shallow rebar exists in sound concrete and passes the sounding test, no Work is necessary.

**00542.45 Shallow Rebar in Damaged Concrete:**

(a) **General** – Place additional cover material over shallow rebar in damaged concrete.

**00542.46 Surface Preparation** - Abrasive-blast or water-blast all concrete surfaces that are to receive additional mortar cover or patches, to remove all debris, loose concrete, concrete pulverized during removal, scale, and loose rust. Blast exposed reinforcing bars according to (SSPC) Standard SP6 “Commercial Blast Cleaning” or equivalent procedure. Do not allow prepared surfaces to remain exposed more than 36 hours before placing patch material.

Provide surfaces that are to receive additional mortar or resin cover with a surface profile according to International Concrete Repair Institute (ICRI) Guideline 310.2R-2013 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 grease and oil by cleaning with detergents or emulsifying agents. Flush the surface with potable water to remove 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 surface profile 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 without damaging 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 the blasted surface for traces of oil, grease, and other adhering contaminants. If contaminants are present, remove by the techniques specified above. 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 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.

**00542.48 Patch Installation:**

(a) **Forms** - Provide smooth-surfaced form materials. Provide adequate support and bracing of forms to resist the weight and pressure of new mortar without deflection, and to prevent vibration damage of mortar during setting and curing. Leave forms in place for a minimum of three days.
Provide watertight form Materials to prevent loss of water during presoaking and mortar placement. Incorporate pumping ports to ensure consistent placement and vent tubes to allow air to escape extreme surface irregularities. Limit port spacing to prevent mortar segregation.

Provide forms that can readily be removed and reinstalled for presoaking, flushing, and blowdown, and for verification of surface saturated dry condition.

(b) Pre-soak - Saturate the substrate concrete for at least 24 hours before application of mortar, using either a watertight form topped up with water or saturated burlap or foam Material packed inside forms and frequently re-wetted.

After the substrate has been saturated, temporarily remove the form and, immediately before placing mortar, remove all dust, dirt, and other debris by flushing the surface with pressurized (60 psi minimum) potable water followed by blasting with clean compressed air to remove excess water. Provide a damp surface free of standing water (saturated surface dry condition) and free of contaminants when applying mortar. Light surface rust that appears during the pre-soak stage need not be removed. When the concrete surface is in saturated surface dry condition and free of contaminants, and reinforcement is clean or has only light surface rust, immediately reinstall the forms and place mortar.

(c) Mixing - When a package of prepackaged patch Material is opened, mix the entire contents of the package.

Mix mortar according to the manufacturer’s instructions including mixing speed, mixing time, and mixing Equipment.

(d) Placing Mortar - Achieve thorough and uniform hydration without the use of excess water.

Do not place mortar before acceptance of saturated surface dry condition by the Engineer.

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 the manufacturer’s recommendations regarding temperature and weather conditions during mortar placement.

Provide adequate pumping pressure into each port to ensure mortar completely fills the cavity and mortar is observed at all vents. Vibrate only if approved by the Engineer in advance.

(e) Adjacent Surface Protection - Protect surfaces outside the repair area from mortar overshoot and drip and remove the excess Material from these areas after the application has been completed.

(f) Mix Records - Record proportion (by weight) of Sand to portland cement and the quantity of any additives for all mortar mixed on-site at the start of each mortar placement operation and every time proportions or additives are changed. Keep a record of which mix is used for each repair area.
00542.49 **Curing** - Take care to avoid cracks in the new mortar due to excessive surface evaporation. Continuously cure all newly applied mortar according to the manufacturer’s recommended curing schedule.

00542.50 **Finish** - Finish exposed surfaces to straight and true lines as shown. Provide a Class 2 surface finish according to 00540.53 on all exposed surfaces and a general surface finish according to 00540.53 on all other surfaces, with no coating on any surface unless otherwise directed.

00542.51 **Delamination Survey** - After mortar repair Work has cured, conduct a delamination survey with the Engineer of all repaired areas, as follows:

- Sound all repaired areas with a 1-pound masonry hammer or by other approved technique.
- Mark boundaries of all delaminations in the repaired areas.
- Identify the marked delaminations that need repatching, including all delaminations greater in area than a 3-inch diameter circle.

Make repairs when delamination repair areas do not meet the acceptance criteria of 00542.52.

Upon completion of the survey, the Contractor and Engineer shall sign a survey report, prepared by the Contractor that identifies all areas to be repatched. Repair the identified areas in a manner satisfactory to the Engineer.

After repairing the repatched areas, repeat the delamination survey. Repeat the delamination survey and repair procedure until all areas of unsound concrete have been repaired and accepted.

Following the bond strength test of cores according to 00542.52(b), 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.

00542.52 **Production Quality Control Testing** - The Work performed under this Section will not be accepted if it does not pass the tests described in (a) and (b) below.

**a** **Compressive Test** - For each 100 square feet of applied mortar placed on the Bridge, construct at the same time and under the same conditions three 4 by 8-inch cylinders for testing. Cast the cylinders in single-use plastic molds. Cast and cure strength specimens in accordance with AASHTO T 23 or T 126. Test the cylinders for compressive strength according to AASHTO T 22 following a 28-Day cure.

The minimum acceptable 28-Day compressive strength ($f'_c$) of cylinders is 3000 psi.

**(b)** **Bond Strength Test** - Following a 7-Day cure of the mortar patch, core one 3-inch diameter test specimen from each 100 square feet of newly applied mortar placed on the Bridge surface, at locations designated by the Engineer. Locate cores so as to avoid reinforcing bar. Core approximately 1/2 inch into the original concrete. Do not break
cores free before testing. Perform bond strength tests of the cores in the presence of the Engineer 14 to 24 Calendar Days after placement.

Measure the core bond strength according to ASTM C 1583. Use pull-test dollies with the same diameter as the cores. Conduct the test until failure.

The minimum acceptable bond strength between the new and original concrete is 175 psi.

The minimum acceptable strength for failure in original concrete substrate is 100 psi.

Individually seal the cores taken from the Bridge in plastic bags and tag them for identification.

**00542.53 Deficient Mortar** - Repair at no additional cost to the Agency all mortar patches that, after completion of blast cleaning according to 00542.46, show an alligatored surface or uncontrolled cracks visible without magnification. Perform additional testing as directed to determine the extent of deficient mortar in the production test area represented. If additional patches are found to be deficient, repair the production test area represented according to these Specifications 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 (a maximum of 0.4 inch deep and 0.1 inch 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 Work performed under this Section will be measured according to the following:

(a) **Repair Damaged Reinforcing Bar** – Repair of damaged reinforcing bar will be measured on the unit basis, per each.

(b) **Repair Damaged Concrete** - Repair of damaged concrete will be measured on the area basis. Measurement will be the outside measurement of 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 initially sound concrete that is damaged or micro-fractured by the Contractor's operations.

**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 item(s):

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Repair Damaged Reinforcing Bar</td>
<td>.................................. Each</td>
</tr>
<tr>
<td>(b) Repair Damaged Concrete</td>
<td>.................................. Square Yard</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 00556 - MULTI-LAYER POLYMER CONCRETE OVERLAY

Comply with Section 00556 of the Standard Specifications modified as follows:

00556.10(b) Multi-Layer Polymer Concrete Overlay Aggregate - Replace this subsection with the following subsection:

(b) Multi-Layer Polymer Concrete Overlay Aggregate - Furnish MPCO Aggregate from the QPL.

Sample the furnished Aggregate and test according to the following:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moisture Content *</td>
<td>AASHTO T 255</td>
<td>0.20% max</td>
</tr>
<tr>
<td>Moisture Content **</td>
<td>AASHTO T 255</td>
<td>1.00% max</td>
</tr>
</tbody>
</table>

* At time of aggregate production.
** Field test at time of mixing the polymer resin.

00556.30 Personnel Qualifications - Add the following bullet to the end of the subsection:

• The MPCO manufacturer technical representative must be employed by the MPCO manufacturer. Contractor personnel do not qualify as MPCO manufacturer technical representatives.

00556.42(a) Placement Conditions - Replace the bullet that begins “The concrete substrate is dry, with …” with the following bullet:

• The concrete substrate is dry, and has been dry for at least 24 hrs.

00556.42(b) Thickness - Replace the sentence that begins "Place MPCO in Lifts to…" with the following sentence:

Place MPCO in Lifts to achieve a total nominal thickness of 3/8 inch.

00556.42(d) Overlay Application - Add the following sentence to the paragraph beginning with “With the Engineer’s approval..”:

Only allow traffic on portions of the MPCO with the final Lift complete.

Replace the sentence that begins "After each Lift...." with the following sentence:
After each Lift, before gelling of the polymer resin occurs, broadcast a layer of Aggregate at a rate of 1-2 pounds of Aggregate per square foot, as required to achieve refusal with no visible wet spots.

Replace the sentence that begins “Feather the MPCO…” with the following paragraph:

Feather the MPCO to the end bridge joints located at end panels. Block out interior expansion joints with rigid polyethylene foam or other approved material and place MPCO over joints. Sawcut interior joints to allow for expansion joint installation prior to allowing traffic.

00556.42(e) Curing Add the following sentence to the paragraph beginning with “Cure the MPCO according to…”:

Only allow traffic on portions of the MPCO with the final lift complete.

00556.43 Bond Strength Test - Replace the paragraph that begins with “Before opening to traffic…” with the following:

Perform at least two bond tests for each Day of placement in the presence of and at locations designated by the Engineer. Test the bond strength within 48 hours after placing the MPCO overlay. Cut 2 inch to 3 inch diameter cores from in-place MPCO at least ½” into concrete substrate and conduct bond tests on the cores.

SECTION 00567 – TITANIUM ALLOY REINFORCEMENT SYSTEM

Section 00567, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00567.00 Scope - This Work consists of furnishing and installing a complete, near surface mounted, titanium alloy reinforcement system as shown or specified. The system is comprised of titanium alloy reinforcement (“bars”) embedded in saw-cut grooves and anchor holes with epoxy. Titanium Alloy Reinforcement System is also referred to as NSM-TiAB system.

00567.01 Required Submittals - Submit the following to the Agency according to 00150.37 at least 21 Calendar Days before starting Work. Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as “approved”, “approved as noted”, or “returned for correction”. Do not begin Work before receiving written approval of submittals from the Engineer.

(a) Materials Certifications - Submit the manufacturer’s Material certifications and mill test certificates for the titanium alloy reinforcement system. Include the supplier’s name, ranges of the properties listed below, and test methods used for titanium alloy reinforcement and epoxy resin.
### Material Properties to be Furnished

<table>
<thead>
<tr>
<th>Material</th>
<th>Properties to be Furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Titanium Alloy</td>
<td>Tensile Strength, Elongation, Tensile Modulus, Cross-Sectional Area, Chemical Composition</td>
</tr>
<tr>
<td>Epoxy Resin</td>
<td>Tensile Strength, Elongation, Tensile Modulus, Coefficient of Thermal Expansion, Mix Ratio, Pot Life, Shelf Life, UV Resistance</td>
</tr>
</tbody>
</table>

#### (b) Titanium Alloy Reinforcement Installation Plan

- Before beginning girder preparation submit the following:
  - The sequence of anchor hole and groove preparation as it relates to the overall construction Plan.
  - Methods for locating and protecting existing steel reinforcement. Details regarding the Equipment and structural attachments required for installation of the titanium alloy reinforcement. Include rail mount locations and dimensions required for accurate groove placement in bridge elements.
  - Details of the proposed method, if different than specified, for ensuring the titanium alloy reinforcement will be installed as shown.
  - Details regarding construction tolerances for preparation, including groove depth, width and anchor hole dimensions.

#### (c) Order Lists and Bending Diagrams

- Before ordering Material, submit all order lists and unstamped bending diagrams for approval. Do not order Material until such lists and bending diagrams are approved.

The review of order lists and bending diagrams by the Engineer will in no way relieve the Contractor of responsibility for the correctness of such lists and diagrams. Revise lists and diagrams as required to make them comply with the Plans at no additional cost to the Agency.

#### Material

**00567.10 Titanium Alloy Reinforcement** - Furnish deformed titanium alloy reinforcement conforming to the requirements of ASTM B1009. Unless otherwise specified or shown, all titanium alloy bars shall conform to the following mechanical properties:
Yield Strength | Ultimate Strength | Elastic Modulus | Elongation
---|---|---|---
130,000 psi | 140,000 psi | 15,000,000 psi | 10%

Furnish uniform deformations equally spaced along the titanium alloy bars with a minimum deformation height of 0.01 inch and a maximum spacing of 0.06 inch. The deformations shall not have sharp stress risers. The final cross-sectional area of the bars including the deformations shall not be less than 96% of the nominal area of undeformed bars.

An approved source for titanium alloy reinforcement is Perryman Company, 213 Vandale Drive Houston, PA 15342. Contact Irvin Brown, Director of Materials, at 724-746-9390.

**00567.11 Fabrication** - Hot bend reinforcement bars to the shapes shown. Heat reinforcement bars to a minimum of 900 °F and a minimum of three inches each side beyond the bend section. At 900 °F, the bars will turn yellow or straw color. Continue heating until the bars turn into blue color approximately equal to 1200 °F, which is the desired color and temperature for bar bending. Do not heat reinforcement bars more than 1300 °F or until the bars turn red hot. Discard the red hot (overheated) bars. Make bends, tag, mark and ship reinforcement bars according to the current edition of the CRSI “Manual of Standard Practice”. When re-bending of reinforcement bars is required in the field, submit a written request and obtain approval from the Engineer before re-bending the reinforcement bars.

**00567.12 Material Sampling** – Provide sufficient material for the Engineer to select four samples from each lot of titanium alloy reinforcement delivered to the site, for testing by the Agency. Samples will be a minimum of four feet in length.

**00567.13 Epoxy Resin** – Furnish epoxy resin from one of the following list of pre-approved epoxy resins.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hilti, Inc.</td>
<td>HIT-RE 500 V3</td>
</tr>
<tr>
<td>7250 Dallas Parkway, Suite 1000</td>
<td></td>
</tr>
<tr>
<td>Plano, Texas, 75024</td>
<td></td>
</tr>
<tr>
<td>Contact: Pete Anderson</td>
<td></td>
</tr>
<tr>
<td>Phone: (972) 403-5948</td>
<td></td>
</tr>
</tbody>
</table>

| Dayton Superior Corp./Unitex  | Pro-Poxy 500                 |
| 3101 Gardner Avenue           |                              |
| Kansas City, Missouri, 64120  |                              |
| Contact: Steve Hackworth      |                              |
| Phone: (253) 245-0263         |                              |

| Pilgrim Permocote, Inc.       | Magmaflow Grout-Pak CF        |
| 402 South 22nd Street        |                              |
| Tampa, Florida, 33605        |                              |
| Contact: Robert Forlong      |                              |
| Phone: (813) 248-3328        |                              |
| FAX: (813) 248-1076          |                              |
Construction

00567.40 Protection of Material - Protect reinforcement at all times from damage. Ensure reinforcement is free of dirt, detrimental scale, paint, oil and other foreign substances when placed in the Work.

00567.41 Existing Reinforcement Location and Concrete Cover - Use rebar detectors or other approved devices, capable of locating existing reinforcement within 0.1 inch, to locate existing reinforcement and to determine the thickness of concrete cover. Before constructing anchor holes and grooves, provide the Engineer with a summary of cover thickness and clear distance measurements between existing reinforcement and the titanium alloy reinforcement system.

00567.42 Drilling Anchor Holes and Saw-Cutting Grooves - Drill holes for hook embedment depth and size as shown using a rotary hammer drill with a carbide tipped drill bit. If existing reinforcement is encountered, stop drilling and adjust the hole location. Adjust the location of the holes for the end anchorage up to three inches longitudinally and laterally to avoid conflicts. Maintain the titanium bar lengths.

Cut grooves as shown to the designed width and depth ± 1/8 inch. Make grooves deep enough to allow the titanium bar to be installed at least 1/8 inch below the surface in all locations along the length of bars. Do not cut into existing rebar during construction of saw-cut grooves. Visually inspect all existing rebar locations after saw-cutting grooves. When existing reinforcement is cut, inform the Engineer before installation of titanium alloy reinforcement.

Groove spacing may be adjusted in the field as necessary to avoid existing reinforcement or other unforeseen conflicts; however, the average spacing of all grooves over any two foot long section may not be more than the spacing as shown.

00567.43 Anchor Hole and Groove Preparation – Prepare saw-cut grooves and anchor holes for titanium reinforcement installation as follows:

(a) Surface Cleaning - Clean the groove and anchor holes thoroughly with high-pressure water and a nonmetallic brush. Before the groove and anchor holes dry out, blow it free of water and debris with compressed air. Ensure that all dust, sand, laitance, grease, curing compounds, and any other bond-inhibiting matter is removed from the groove and anchor holes. The concrete surface of groove and anchor holes shall be clean and structurally sound prior to installing titanium alloy bars.

(b) Moisture on Groove and Hole Surfaces - Before installation of titanium alloy bars, dry groove and anchor hole surfaces according to the epoxy resin manufacturer’s recommendations. Dry groove and anchor hole surfaces using a drying method approved by the Engineer and according to the epoxy manufacturer’s recommendations. Do not directly apply a flame to the groove and anchor holes surfaces.

00567.44 Compressed Air - When using high-pressure air for cleaning, use adequate separators and traps to ensure that the air is free of water, oil, or any other Material detrimental to the titanium alloy reinforcement system. Compressed air cleanliness may be tested by the Engineer according to ASTM D4285.
00567.45 Titanium Alloy Bar Installation - Begin installation only after groove and anchor hole preparation Work is complete.

Install the titanium alloy bars to the embedment depths and in the anchor holes as shown.

Do not install the titanium alloy bars and epoxy resin when the concrete temperature is below 50 °F, unless otherwise advised by the resin manufacturer’s recommendations.

Mask the concrete adjacent to the groove to prevent excess epoxy from adhering to the concrete outside the groove.

Place nylon or polyethylene spacer material between the titanium alloy bars and exposed, existing steel reinforcement.

Fill two-thirds of the anchor hole and one-half of the groove with epoxy resin. Press the titanium alloy bar in the anchor holes and in the center of groove using approved centering devices at one-third points along the titanium alloy bar. Centering devices shall not have less than 1/8 inch resin cover when installed.

Ensure epoxy resin is well consolidated around the bars without air pockets. Level epoxy resin flush with the surface of the adjacent concrete.

00567.46 Surface Cleanup - Remove excess epoxy resin outside the groove.

00567.47 Testing - Perform demonstration tests on end anchor of NSM-TiAB system. Perform demonstration tests before installing the anchor system.

Demonstration Tests - Demonstrate the installation process for each anchor type:

- Install three test anchors using the same materials and methods that will be used for installing the anchor system. One demonstration test includes 3 test anchors. Resin for each anchor shall be from the same lot.
- Test the anchors according to ASTM E488 as confined tension tests up to the minimum pullout forces shown, or if not shown, up to the minimum pullout forces indicated in Table 00535-1 for Grade 105 anchor bolts.

Do not incorporate demonstration test anchors into the work.

Do not begin installing the anchor system until the installation process is approved. Test results with the average load meeting or exceeding the minimum pullout force will be acceptable. If any test anchor has a capacity less than 95 percent of the minimum pullout force, use a different resin lot and perform the demonstration test until test results meet the requirements.
US101: Gold Beach (Rogue River) Bridge Project
Structure

Measurement

00567.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantity of titanium alloy reinforcement system is shown below.

<table>
<thead>
<tr>
<th>Structure</th>
<th>Quantity (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge No. 01172 - 0.625 Inch Diameter</td>
<td>18,551.5</td>
</tr>
<tr>
<td>Bridge No. 01172 - 0.750 Inch Diameter</td>
<td>1,214</td>
</tr>
</tbody>
</table>

Payment

00567.90 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>(c) Titanium System, 0.625 Inch Diameter</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>(d) Titanium System, 0.750 Inch Diameter</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

Payment will be payment in full for furnishing, fabricating 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:

00585.01 Definitions - Replace this subsection, except for the subsection number and title, with the following:

Armored Corner - Steel armoring to protect the vertical edges of a joint.

Asphaltic Plug Joint Seal - A sealed joint composed of Aggregate and flexible binder material placed over a steel bridging plate.

Closed Joint - A sealed or filled joint designed to prevent water and debris from passing through the joint.

Edgebeam - Steel armoring to protect the vertical edges of a joint opening including recesses to accept elastomeric seals.

Filled Joint - A joint using a preformed material placed prior to concrete pour.
**Open Joint** - A joint designed to allow water and debris to pass through the joint.

**Poured Joint Seal** - A seal made of materials that remain flexible which is poured into the gap of a joint and adheres to the sides of the gap.

**Precompressed Foam Silicone Joint Seal** - A joint system consisting of a preformed, pre-compressed, silicone-coated, self-expanding foam joint system bonded to joint faces using epoxy adhesive.

**Preformed Compression Joint Seal** - A preformed elastomeric device that is precompressed in the gap of a joint.

**Sealed Joint** - A joint using a compressible or expandable seal including asphaltic plug joint seals, preformed compression joint seals, poured joint seals, strip seals, and precompressed foam silicone joint seals.

**Strip Seal** - A sealed joint with an extruded elastomeric seal retained by edge beams that are anchored to the structural elements.

**00585.10 Materials** – In the table of materials, replace the “Asphaltic Plug Seals” line with the following line:

Steel Bridging Plate .................................................. 02440.19

In the table of materials, replace the “Compression and Strip Seals” line with the following lines:

Strip Seal ............................................................. 02440.20
Preformed Compression Joint Seal...................... 02440.22

In the table of materials, replace the “Hot Poured Joint Filler” line with the following line:

Hot Applied Joint Sealant ..................................... 02440.30

In the table of materials, replace the “Poured Seals” line with the following line:

Poured Joint Sealant ............................................. 02440.11

Delete “Traffic Loop Sealant” from the list of materials.

**00585.41 Filled Joints** - Replace the sentence that begins “If shown or specified, place traffic…” with the following:

Unless shown or specified, place hot applied joint sealant at the top of the joint.

**00585.42(c) Joint Preparation** - Replace this subsection, except for the subsection number and title, with the following:

Prepare the joint surfaces as directed in this Section and according to the joint material manufacturer’s recommendations. Ensure that all joint surfaces to receive a seal are sound, dry, clean, and frost-free at the time of joint installation.
For joint replacement, remove joint material from existing joints and clean the existing joints full depth and full width as directed by the Engineer. If existing joint surfaces have spalled, cracked, or deteriorated concrete, repair as shown or as directed to provide a uniform and smooth surface along the joint.

00585.42 (3) - Add the following to the end of this subsection:

(f) Trial Joint - After joint preparation Work is completed, construct the trial Asphaltic Plug Joint Seal according to 00585.44 in the presence of the Engineer to demonstrate knowledge of proper installation. A length of the trial joint equals one lane width.

Do not proceed with Joint work until the Engineer approves the trial joint.

Trial joint may remain as permanent joint if approved by the Engineer. Remove and dispose of material from the faulty trial joint according to 00290.20.

00585.44 Asphaltic Plug Seal - Replace this subsection with the following subsection:

00585.44 Asphaltic Plug Joint Seal - Install asphaltic plug joint seals according to the following:

- Provide a clean, intact, and plane surface on which to place the steel bridging plate.
- Ensure the gap below a 12 foot unleveled straightedge does not vary from the testing edge by more than 1/8 inch when placed across the joint in any direction. Use either an elastomeric concrete or a structural patching product from the QPL as needed to repair the deck surface of new or existing concrete.
- Ensure steel bridging plates are clean, free from surface rust, oil, or other residues and contaminants when installed. Place centering pins through the holes in the steel bridging plates and down into the expansion gap to assure proper centering. Avoid placing the steel bridging plate ends under wheel rut area.
- Install asphaltic plug joint seals according to the manufacturer's recommendations.
- Place preformed compression joint seal or poured joint seal in curbs and sidewalks.

00585.45 Poured Seal - Replace the title of this subsection with “Poured Joint Seal”

00585.46 Compression Seal - Replace the title of this subsection with “Preformed Compression Joint Seal”

00585.48 Hot-Dip Galvanizing - Replace this subsection with the following subsection:

00585.48 Precompressed Foam Silicone Joint Seal - Install precompressed foam silicone joint seal according to the manufacturer’s recommendations and the following:

- Ensure that top of joint system is 3/4 inch minimum below deck surface.
- Do not install the joint system in a joint width greater than 3 inches.
Add the following

00585.49 **Hot-Dip Galvanizing** - Hot dip galvanize steel expansion joint surfaces, except stainless steel, according to AASHTO M 111 (ASTM A123).

The contact surfaces at all galvanized slip critical structural bolted connections shall meet Class C (slip coefficient 0.33) surface preparation requirements.

00585.80 **Measurement** - Add the following to the end of this subsection:

The estimated quantities of expansion joints are:

<table>
<thead>
<tr>
<th>Structure</th>
<th>Joint Type</th>
<th>Quantity (Foot)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge No. 01172</td>
<td>Asphaltic Plug Seals</td>
<td>405</td>
</tr>
<tr>
<td>Bridge No. 01172</td>
<td>Poured Seals</td>
<td>378</td>
</tr>
<tr>
<td>Bridge No. 01172</td>
<td>Filled Joints</td>
<td>112.3</td>
</tr>
</tbody>
</table>

00585.90 **Payment** - Add the following bid item to the end of the bid item list:

(f) Filled Joints .......................................................... Lump Sum

Add the following bullet to the end of the bullet list:

• constructing or removing trial joints
SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

00850.45 Installation - Add the following bullet before the bullet that begins “Place material according to…”:

- Place material between May 1 and October 15.

Replace the bullet that begins “Place material according to…” with the following bullet:

- Place material according to the manufacturer’s installation instructions.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications.
SECTION 01262 - PREPARING AND COATING CONCRETE STRUCTURES

Section 01262, which is not in the Standard Specifications, is included in this project by special provision.

Description

01262.00 Scope - This work consists of preparing and coating exterior concrete surfaces on Rogue River (Gold Beach) Bridge No. 01172 with a zinc primer coating as identified in the plans. Coating applications are only at strengthened and repair locations. Existing concrete surfaces have been applied with arc-sprayed zinc coating which specified removing the lead based coating material.

01262.01 Abbreviations, Definitions and References:

(a) Abbreviations:

ASTM - American Society for Testing Materials
FTMS - Federal Test Method Standard
SSPC - Society for Protective Coatings

(b) Definitions:

Cleaning - Removing detrimental material in preparation for coating.

Coat - Apply paint or other protective material to a substrate to form a single, uniform layer. A coat is comprised of as many applications as necessary to achieve the specified coat thickness.

Coating - Protective material after it is applied to a structure.

Coating Material - Protective material in the liquid state before it is applied to a structure.

Coating System - All specified coats applied separately in a predetermined order.

Field Coating - The onsite coating of new or existing structures before or after erection.

Hold Point - A time at which the Contractor must cease a particular activity until a phase of work is inspected or tested. If the Engineer finds this phase conforms to the specifications, the subsequent phase of work may proceed.

Maintenance Coating - The coating of existing structures that have been previously coated and need recoating.

Manufacturer's Recommendation - The written specifications and instructions provided by a manufacturer of a coating material concerning the handling, mixing and application of the coating material.
Paint - A pigmented liquid, applied as a thin layer, which is converted to a solid colored film after curing. This film provides a decorative and protective coating to the substrate. The binder is a resin that may or may not be modified with natural vegetable oils, fish oils or other ingredients.

Phase - An activity or step of the preparation and coating procedures to be inspected or tested. The transition from one phase to another represents a hold point.

Preparation - Measures taken to provide a suitable surface ready to coat.

Skimming - The process in which a film forms over a liquid coating, either during storage or after application.

Skin - A solid or semisolid membrane that forms on paint within a container.

Solvent - Liquid used to solvate or put materials into solution.

Substrate - Any surface to which a coating is to be applied. This may be the prepared surface of the structure or a previous coating.

Surface Profile - Roughness of a cleaned surface. The height of the profile is measured from the bottom of the valleys to the top of the peaks in mils.

Thinner - Volatile liquids used to thin compatible coating materials. Thinners may be a blend of solvents.

(c) References - In this Section, references such as SSPC-SP 1 and SSPC-PA 1 refer to Volume 2, "Systems and Specifications", of SSPC's "Painting Manual".

In these Specifications, references are made to FTMS 141, "Paint, Varnish, Lacquers, and Related Materials: Methods of Inspection, Sampling and Testing", which is distributed by the U.S. General Services Administration.

01262.02 Location of Work:

(a) Existing Concrete Structures - Prepare and coat the following surfaces in place on the structure as specified and as shown:

   Bottom of beams saw cut for strengthening.

01262.03 Precoating Conference - Before beginning work, meet with the Engineer together with any subcontractors who are to be involved in the preparation and coating work, and a representative from the coating manufacturer in a precoating conference. Submit a plan for accomplishing all phases of the preparation and coating work including but not limited to ventilation, containment, surface prep, painting, coating materials, and quality control plan ten business days prior to the precoating conference.

01262.04 Notice - Notify the Engineer, in writing, at least five business days in advance of the date that preparation and coating operations are to begin.
01262.05 Submittals - Submit the following to the Engineer 21 days prior to the precoating conference:

A. Project Schedule.

B. Coating Materials

1. Identify the coating materials to be applied to all substrate types as specified in 01262.11 "Coating Materials".
   a. Confirm that all coating materials will be produced by the same manufacturer or provide letters from each manufacturer stating that both materials are compatible with each other.
   b. Provide the manufacturer’s name, product names, product numbers, material product data sheets, VOC levels, and MSDS sheets.

2. Provide product data sheets, written application instructions, and MSDS from the manufacturer:

3. Provide the following coating material certifications:
   a. Coating materials meet the specifications on the manufacturer’s data sheets.
   b. The coating materials in the coating system are compatible.
   c. Coatings to be used do not contain lead or other hazardous heavy metals.

C. Quality Control Inspection Plan - Submit a quality control inspection plan to be followed to confirm that all Work complies with the requirements of this Section.

   The plan must include the following at a minimum:

   1. Inspection organization chart including lines of authority and the experience, training, and qualifications of all quality control personnel.

   2. Written inspection procedures for all phases of the Work, including the frequency of inspections to be performed, and the procedures for correcting non-conforming work.

   3. Written description of equipment to be used for surface preparation and coating application inspection, calibration procedures, frequency of calibration, and the methods for handling equipment that is found to be out of calibration.

   4. Maintain a daily log of all quality control inspections and test results in compliance with the approved Quality Control Inspection Plan. Submit a copy of the daily logs each week.

   5. Sample daily log form.

01262.06 Access and Containment for Field Preparation and Coating – Contain work debris that is generated from dry blast cleaning operations according to the Class 1A requirements of SSPC-Guide 6, with the following parameters:
• Type A1 rigid containment material with Type C1 rigid support structure in locations adjacent to traffic.
• Type A1 rigid containment floor decking.
• Type A2 flexible containment materials may be used where rigid containment materials are not specified. Provide flexible containment materials that are air impenetrable and have tear strength of at least 200 pounds per foot and tensile strength of at least 300 pounds per foot.
• Type H1 instrument verification of air pressure in rigid containment
• Type H2 visual verification of air pressure in flexible containment
• Type I1 minimum specified air movement 50 feet per minute cross draft. Use portable fans as needed to provide air movement in stagnant areas.
• Type J1 exhaust air filtration 99% cleaning efficiency for particulate diameters above 39 microinches and less than 2 grains of particulate per thousand cubic feet of exhaust air (or air recycled to work area).
• Operate dust collection, air flow, and air movement equipment during blowdown to prevent settling of dust on the structure or within the containment.
• Type E1 Airlock for containment entryways.

Contain work debris that is generated from hand tool cleaning or power tool cleaning operations according to the Class 1P requirements of SSPC-Guide 6. For hand tool cleaning or vacuum shrouded power tool cleaning, ground covers or free-hanging tarpaulins are an acceptable alternate means of containment provided the debris is captured and controlled to the same degree as Class 1P. Provide Type A1 rigid flood decking for work access platforms regardless of containment methods.

Emission from various containment systems will be assessed visually. Address any visible emissions immediately.

For containment using forced air ventilation, submit a sketch showing the size (length x width x height) and location of each containment to be used, and identifying the air moving equipment (manufacturer, model, and capacity in cubic feet per minute) for each containment for review 21 calendar days prior to precoating conference.

Materials

01262.10 General - Use materials meeting the requirements of this Section, and the applicable portions of SSPC-PA 1, "Shop, Field and Maintenance Painting".

01262.11 Coating/Sealing Materials - Provide an approved zinc primer coating from the system coatings under section 00594.10 of the QPL. Apply two coatings at the manufacturer’s minimum yield.

Follow the manufacturer’s recommendations for all products.

Construction

01262.41 Preparation of Surfaces: Prepare concrete surfaces according to SSPC-SP13 and the coating manufacturer’s recommendations.

01262.42 Coating:
(a) **Description** - When not in conflict with this Section, perform coating application conforming to:

- The recommendations of the coating manufacturer
- The applicable portions of the SSPC-PA 1
- The applicable portions of the SSPC-PA2
- The best practices of the trade

(b) **Application Site Mixing, Thinning, and Storage of Coating Materials:**

(1) **Rejection** – Do not use the contents of any container if:

- The material arrives at the application site in other than original, unopened containers.
- The container has a break in the lid seal or a puncture.
- The coating materials have begun to polymerize, solidify, gel or deteriorate in any other manner.
- The date of manufacture is more than 12 months past.
- A skin forms on the surface of the material or on the sides of the container and the volume of the skin exceeds 2% of the material. If there is not more than 2% skin, remove and discard only the skin.
- Discard any coating material removed from its original container at the end of that shift.
- The recommended shelf life, as stated in the manufacturer's product data sheets, has expired.

(2) **Mixing** - Thoroughly mix coating materials by mechanical means to insure a uniform composition. Do not mix coating materials by means of air stream bubbling or boxing. Mix in the original container and continue until all pigment or metallic powder is in suspension. Take care to ensure that any solid coating material that may have settled to the bottom of the container is thoroughly dispersed. After mixing, inspect the coating materials for uniformity and to insure that no unmixed pigment or lumps are present.

(3) **Storage** – Store coating material and solvents in original containers. Store coating materials in a weather-tight space where the temperature is maintained between 40° F and 100° F or per manufacturer recommendations, whichever is more restrictive.

(c) **Application of Coating:**

(1) **Surface Condition** - Ensure that the surface to be coated is free of moisture, dust, grease, or other substance which would prevent the bond of succeeding applications. Apply silane to thoroughly dry concrete surfaces. Protect freshly coated surfaces from contamination by abrasives, dust or foreign materials from any source. Prepare contaminated surfaces to the Engineer's satisfaction before applying succeeding coats.

(2) **Application Methods** - Apply coating materials by brush, roller, any combination of these methods, or as recommended by the coating material manufacturer unless
otherwise specified. Regardless of which application method is used to apply the coating, use brushes to push the coating into complex details, crevices, gaps, difficult to access areas and areas where spraying does not adequately cover or penetrate. Use only application techniques that conform to Section 7, SSPC-PA 1.

Apply each coat in a uniform layer, completely covering the preceding coat. Correct runs, sags, skips or other deficiencies before application of succeeding coats. Such corrective work may require recleaning, application of additional coating, or other measures as directed, at no additional compensation.

(d) Coating Requirements:

(1) **Number of Coats and Film Thickness** - Apply at least two coats to the minimum thickness specified in the manufacturer's product data sheet for the coating.

(2) **Coating Thickness and Coverage Requirements** - Coating thickness measurements will not be made. A visual inspection for complete coverage will be made by the Engineer after each coat. Apply each coat in sufficient thickness to achieve uniform and complete coverage and appearance.

(3) **Environmental Conditions** - Apply coating materials only during periods when, according to testing by ASTM E 337, the environmental conditions satisfy all of the coating manufacturer's requirements.

**01262.43 Inspection** - The Engineer will inspect materials and each phase of preparation and coating. Do not proceed with succeeding phases until approved. Provide the inspector with timely, safe access to areas where work is being performed. Allow adequate time for inspection at each hold point. Provide hold points at the following times:

- Before cleaning operations begin.
- After cleaning operations are completed and before application of any coating materials.
- After each full coat.
- After cleaning in conjunction with coating repairs.
- After application of each coat in coating repairs.
- After application of last coat.

Repair coating system damages resulting from Agency inspection and testing at no cost to the Agency.

Aspects of the preparation and coating process to be inspected and tested include, but are not limited to:

<table>
<thead>
<tr>
<th>Test</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measuring Humidity with a Psychrometer</td>
<td>ASTM E 337</td>
</tr>
<tr>
<td>Cleanliness of Abrasive Material</td>
<td>ODOT TM 616</td>
</tr>
<tr>
<td>Conduct Metric Analysis of Water Soluble Ionic</td>
<td></td>
</tr>
<tr>
<td>Ionic Contamination of Abrasive Material</td>
<td>ASTM D 4940</td>
</tr>
<tr>
<td>Indicating Oil or Water in Compressed Air</td>
<td>ASTM D 4285</td>
</tr>
<tr>
<td>Pictorial Surface Preparation Standards</td>
<td>SSPC-VIS 1, VIS 3, &amp; VIS 4</td>
</tr>
</tbody>
</table>
US101: Gold Beach (Rogue River) Bridge Project
Structure

Wet Film Thickness by Notch Gages .............................................. ASTM D 4414
Pull-Off Strength of Coatings .............................................. ASTM D 4541 (method B)

01262.44 Protection against Damage:

(a) Contaminated Surfaces - If the prepared surface becomes contaminated by any material, at any time, clean the surface in a manner satisfactory to the Engineer before making the succeeding application. Clean, re-prepare and recoat at no cost to the Agency.

(b) Surfaces Not to Be Coated - Protect surfaces that are not identified to receive coatings under the Contract from abrasive blasting, power tool cleaning, water cleaning, overspray and drippings. Remove or repair unintended coatings or other damage on these surfaces to the Engineer's satisfaction at no cost to the Agency.

(c) Surface Damage - Prevent, at no cost to the Agency, damage resulting from preparation and coating work, including:

- Damage to marine or vehicular traffic or harm to pedestrians in the vicinity of the work
- Abrasive material or debris falling into an area which would create a traffic hazard
- Damage to the structure or motorized equipment
- Damage to other property as a result of the Contractor's operations
- Escape of dust and waste materials from containment structures, during cleaning and coating operations, during containment structure erection, relocation, and removal, and during high winds when containment structures may be uncovered

01262.60 Repair of Damaged and Unacceptable Coatings - Repair surfaces damaged by the Contractor's operations, and surfaces coated by the Contractor that do not comply with requirements of 01262.42 as follows:

(a) Surface Preparation - Repair localized damage and unacceptable coatings. Remove all loose, delaminating, non-intact, non-sound coating, or otherwise defective coating down to sound, still performing coating in areas exhibiting coating defects. Extend the prepared areas at least 2 inches into adjacent coating.

(b) Feathering of Repair Areas - Feather the existing coating system surrounding each repair location, for a distance of 1 inch to 2 inches to provide a smooth, tapered transition into the existing intact coating.

(c) Coating Application in Repair Areas - Use the procedure in this subsection for all repairs. When the bare substrate is exposed in the repair area, apply all coats of the system to the specified thicknesses.

Measurement

01262.80 General - No measurement of quantities will be made for work performed under this section.
The estimated quantities of zinc primer coating are:

<table>
<thead>
<tr>
<th>Coating</th>
<th>Location</th>
<th>Quantity (Square Yard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zinc Primer Coat</td>
<td>See plans</td>
<td>241</td>
</tr>
</tbody>
</table>

**Payment**

**01262.90 General** - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item “Prepare and Coat Concrete Structures”.

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 02440 - JOINT MATERIALS**

Comply with Section 02440 of the Standard Specifications modified as follows:

**02440.30 Hot Poured Joint Filler** - Replace this subsection, except for the subsection number and title, with the following:

Furnish hot poured joint filler from the QPL and conforming to the requirements of ASTM D6690, Type II.

**02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints** - Replace this subsection, except for the subsection number and title, with the following:

(a) **Preformed Flexible Joint Sealant** - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

(b) **Rubber Gaskets** - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

**02440.70(b) Rubber** - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.
SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.10 Deformed Bar Reinforcement - Replace this subsection, except for the subsection number and title, with the following:

Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A 706, AASHTO M31 (ASTM A615), or AASHTO M334 (ASTM A1035 CS). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

02510.20 Mechanical Splices - Replace this subsection, except for the subsection number and title, with the following:

Furnish mechanical splices from the QPL. Where bars of different sizes or strengths are connected, the governing strength shall be the strength of the smaller or weaker bar.

• Type 1 Mechanical Splices - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.

• Type 2 Mechanical Splices - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.

• Total slip displacement - Measure displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The displacement for bars up to No. 14 shall not exceed 0.01 inches. The displacement for No. 18 bar shall not exceed 0.03 inches.

02510.25 Headed Bar Reinforcement - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class HA headed steel bar from the QPL for concrete reinforcement. The headed steel bar shall develop the specified minimum tensile strength of the reinforcing bars, according to ASTM A970. Ferrous-filler coupling sleeves and welded headed steel bars are not allowed for concrete reinforcement.

SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

02530.70 Galvanizing - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:
Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.
BID SCHEDULE
## OREGON DEPARTMENT OF TRANSPORTATION
### BID SCHEDULE

**CONTRACT NO.:** 15166  
**PROJECT KEY:** 20695  
**ADDENDUM NO.:** 0

<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>0100-0101000T TRAINING</td>
<td>500.00 HOUR</td>
<td>20.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>0020</td>
<td>0210-010000A MOBILIZATION</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0030</td>
<td>0225-010000A TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0040</td>
<td>0225-0102000J TEMPORARY SIGNS</td>
<td>490.00 SQFT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0050</td>
<td>0225-0104000E TEMPORARY BARRICADES, TYPE II</td>
<td>16.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0060</td>
<td>0225-0105000E TEMPORARY BARRICADES, TYPE III</td>
<td>4.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0070</td>
<td>0225-0141600F PEDESTRIAN CHANNELIZING DEVICES</td>
<td>200.00 FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0080</td>
<td>0225-0145000E TEMPORARY PLASTIC DRUMS</td>
<td>20.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0090</td>
<td>0225-0149000E TEMPORARY FLEXIBLE PAVEMENT MARKERS</td>
<td>500.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0100</td>
<td>0225-0164000E PORTABLE CHANGEABLE MESSAGE SIGNS</td>
<td>2.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0110</td>
<td>0225-0168000T FLAGGERS</td>
<td>1,400.00 HOUR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0120</td>
<td>0225-0168100E FLAGGER STATION LIGHTING</td>
<td>5.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0130</td>
<td>0253-0106000A TEMPORARY WORK ACCESS AND CONTAINMENT</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0140</td>
<td>0290-0100000A POLLUTION CONTROL PLAN</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION: 0001 TEMPORARY FEATURES AND APPURTEINANCES**
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY AND UNITS</th>
<th>UNIT PRICE</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0150</td>
<td>WORK CONTAINMENT PLAN</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0160</td>
<td>INJECT AND SEAL CRACKS</td>
<td>935.00 FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0170</td>
<td>CLASS 2 PREPARATION</td>
<td>304.20 SQYD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0180</td>
<td>FURNISH MPCO MATERIAL</td>
<td>6,083.00 SQYD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0190</td>
<td>CONSTRUCT MPCO</td>
<td>6,083.00 SQYD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0200</td>
<td>TITANIUM SYSTEM, 0.625 INCH DIAMETER</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0210</td>
<td>TITANIUM SYSTEM, 0.750 INCH DIAMETER</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0220</td>
<td>ASPHALTIC PLUG SEALS</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0230</td>
<td>Poured Seals</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0240</td>
<td>Filled Joints</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0250</td>
<td>PREPARE AND COAT CONCRETE STRUCTURES</td>
<td>ALL LUMP SUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0260</td>
<td>REPAIR DAMAGED REINFORCING BARS</td>
<td>1.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0270</td>
<td>REPAIR DAMAGED CONCRETE</td>
<td>5.50 SQYD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM NO</td>
<td>ITEM DESCRIPTION</td>
<td>QUANTITY AND UNITS</td>
<td>UNIT PRICE (IN FIGURES)</td>
<td>BID AMOUNT (IN FIGURES)</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------</td>
<td>-------------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>0280</td>
<td>0855-0103000E BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS</td>
<td>53.00 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0290</td>
<td>0865-0160000F THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFILED</td>
<td>8,100.00 FOOT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BID: ________________________________