

# Sourcing Event

**ITB-26-2025**

**Morrison St: Morrison (Willamette River) Bridge (Portland) Project -  
(Bridge Rehabilitation)**

**FED AID NO. C051(119)  
CONTRACT AND SPECIFICATIONS FOR  
CONSTRUCTION**



PURCHASING

501 SE Hawthorne Blvd., Suite 320

Portland, Oregon 97214

Contact Person: Tessa Godat, Sr. Procurement Analyst

E-Mail Address: [Tessa.Godat@multco.us](mailto:Tessa.Godat@multco.us)

BIDDER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

# ITB-26-2025

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**BID DOCUMENTS**  
**DESCRIPTION OF WORK**

**Morrison St: Morrison (Willamette River) Bridge (Portland) Project – (Bridge Rehabilitation**

<b>BRIDGES &amp; STRUCTURES</b>
---------------------------------

**MULTNOMAH COUNTY**

**TIME AND PLACE OF RECEIVING BIDS**

Bids must be received prior to **2:00 p.m. on Tuesday February 11, 2025**. Bids submitted after the time set for receiving bids will not be opened or considered.

Bids must be submitted electronically through the Multco Marketplace Supplier Network. Bidders will need to register at this portal in order to submit a bid. To Access Multco Marketplace and this Sourcing Event, visit <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=Multnomah> then scroll down to the listing for this project. Bids must be received by the date and time indicated above. Email or paper submissions are not allowed.

Bids for the work described above will be opened and read virtually by the Point of Contact on **Thursday, February 11<sup>th</sup>, 2025 at 2:15 pm**. Video call link: <https://meet.google.com/bjt-yqdb-xdh>

Or dial: (US) +1 615-861-1450 PIN: 134 234 964#

More phone numbers: <https://tel.meet/bjt-yqdb-xdh?pin=4067427388976>

**Mandatory Pre-Bid Meeting:**

The Agency will hold a mandatory Pre-Bid Meeting by videoconference

**Tuesday, January 16 · 1:30 Op**m Video call link: <https://meet.google.com/cqh-bvrf-mqa>

Or dial: (US) +1 442-321-0709 PIN: 463 973 248#

More phone numbers: <https://tel.meet/cqh-bvrf-mqa?pin=4760576851001>

**Attendance at the Pre-Bid Meeting is required to be eligible for award.**

**Point of Contact, Person to Receive Bids:**

For questions regarding this Invitation to Bid or for technical assistance regarding electronic submission, submit all questions to the Sourcing Event Questions and Answers Board (Q&A Board). If you are unable to access the Q&A Board, you may contact the Procurement Analyst list below:

**Tessa Godat, Senior Procurement Analyst**

Multnomah County Purchasing (503) 988-7535

E-Mail Address: [Tessa.Godat@multco.us](mailto:Tessa.Godat@multco.us)

**CLARIFICATION/PROTEST:** Any bidder requiring clarification or protesting any of the Specifications must submit specific questions in writing electronically through the Sourcing Event Q&A Board at least ten (10) calendar days prior to the bid opening date.

A written response will be provided via the Q&A Board to those questions that are deemed appropriate. Oral instructions of information concerning the Specifications provided by County officers, employees, or agents to prospective bidders shall not bind the County. See also 00120.15.

**ADDENDA:** Addenda will be posted and provided via the Q&A Board of Multco Marketplace to all known

Bidders participating in the sourcing event, no later than five (5) calendar days prior to the bid opening date. After the bid closing date, any claims or misunderstanding in regard to the nature, quality or description of the item(s) to be supplied by this Invitation to Bid will be considered waived. See also 00120.30.

### **COMPLETION TIME LIMIT**

Complete all Work to be done under the Contract not later than **October 31, 2025**. See 00180.50(h)

### **CLASS OF PROJECT**

This is a Federal-Aid Project

### **CLASS OF WORK**

The Class of Work for this Project: Bridges & Structures

### **PREQUALIFICATION**

The Agency will only consider a Bid from a Bidder who is prequalified by ODOT in the Class or Classes of Work specified in the Special Provisions as of the date bids are opened. For those Bidders who are not prequalified with ODOT or not prequalified in the applicable Class or Classes of Work specified in the Special Provisions, in order for the Bidder's Bid to be considered, the Bidder must submit a Prequalification Application or an Amendment to ODOT at least 10 days before Bid Opening. The Bidder should also submit a copy of the Application or Amendment submitted to ODOT, to the Multnomah County Purchasing Office with the Bid. See also 00120.00.

### **APPLICABLE SPECIAL PROVISIONS**

The Special Provisions applicable to the above-described work, for which Bids will be opened at the time and place stated above, is that which contains the exact information as shown above. Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), class of project, or class of work.

The General Conditions for Construction for Multnomah County (2024) published by the Agency is available at <https://multco.us/specs>. Section 200 – 3000 of the 2024 Oregon Standard Specifications for Construction is available at: [https://www.oregon.gov/odot/Business/Pages/Standard\\_Specifications.aspx](https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx)

## **BID STATEMENT**

**To Multnomah County, Department of Community Services, Transportation Division:**

**A. The undersigned, as bidder, declares that:**

- This bid is for the work described on the "Description of Work" sheet bound in this bid;
- The only persons or parties interested in this bid as principals are those named in this bid;
- The bidder submits this bid in accordance with and subject to the terms and conditions stated in Sections 00120 and 00130 of the specifications;
- The bidder has obtained and become acquainted with the applicable standard specifications, special provision, plans, and other required provisions applicable to the particular work for which the bid is submitted;
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it;
- The bidder has obtained and become acquainted with the forms of contract and bond which are to be signed by the successful bidder;
- The bidder is satisfied as to the quantities and conditions and understands that in signing this bid the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The bid guaranty submitted with this bid, if a bid bond, is by this reference made a part of this bid.

**B. The bidder also proposes and agrees that:**

- If Multnomah County accepts this bid, the bidder will execute the contract form furnished by the Transportation Division, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer as given in the contract;
- The bidder will accept, as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule" bound in this bid; and
- Any contract awarded to the bidder shall include the provisions required by ORS 279C.830 or 40 U.S.C. 276a.

**C. The bidder also certifies to the following:**

**1. Non-collusion:**

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder or potential bidder except as disclosed on a separately attached statement;

- Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids;
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid;
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid;
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement; and
- The bidder understands and acknowledges that the above representations are material and important and will be relied on by the Department of Community Services, in awarding the contract(s) for which this bid is submitted. The bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Department of Community Services, of the true facts relating to the submission of bids for this contract.

**2. Noninvolvement in Any Debarment and Suspension:**

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

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

Where the prospective primary participant is unable to certify to any of the statements in this certification, the prospective primary participant shall attach an explanation to this bid, which details the exceptions to certification. For each exception to certification noted below, indicate to whom the exception applies, initiating agency, and dates of action.

List of exceptions to Certification statements:

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If additional space is required, attach another page with the following heading: **Certification Exceptions continued, Bid Insert.** Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

### **3. Lobbying Activities:**

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to Multnomah county Purchasing, 501 SE Hawthorne Blvd., Suite 400, Portland, Oregon 97214;
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and
- The prospective participant also agrees by submitting his or her bid that he or she shall require that the language of this certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

### **4. Compliance with Oregon Tax Laws:**

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

### **5. Employee Drug Testing Program:**

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



**6. Nondiscrimination:**

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

**7. Use of Registered Subcontractors:**

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

**8. Incorporation of All Addenda:**

- The bidder has incorporated into this bid all addenda issued for this Project;
- The bidder understands and acknowledges that the Agency will provide all addenda only by publishing them on the Sourcing Event in Multco Marketplace;
- The bidder shall be responsible for diligently checking Multco Marketplace for addenda. Bidders should check the websites at least weekly until the week of Bid Closing, and then daily during the week of Bid Closing; and
- By submitting this bid, the bidder assumes all risks associated with its failure to access all addenda and waives all claims, suites, and actions against the State, Agency, the Agency’s governing commission and its members, and their officers, agents, and employees that may arise out of the bidder’s failure to access all addenda, in spite of any contingencies such as web site failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete addenda or information.

**D. Bidder Status and Information:**

The party who is submitting this bid and who, if awarded the contract, will enter into the contract is

\_\_\_\_\_ doing business under the name of  
(Enter “an individual”, “a partnership”, or “a corporation”.)

\_\_\_\_\_ at

\_\_\_\_\_  
(Street) (City) (State) (Zip Code)

which is the address to which all communications concerning this bid and the contract should be sent.

The telephone numbers to which communications may be directed are: \_\_\_\_\_ and  
(Telephone)

Email to which communications may be sent is: \_\_\_\_\_.

**E. Bonds Surety:**

The name of the surety who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent are:

Name of surety: \_\_\_\_\_

Name of agent: \_\_\_\_\_

Address: \_\_\_\_\_

**F. Bid Guaranty:**

Accompanying this bid as bid guaranty is a \_\_\_\_\_ in the amount of at least ten (10) percent of the total amount of the bid.  
(Bid Bond, Certified Check, Cashier's Check)

If Multnomah County accepts this bid and awards a contract to the Bidder undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds according to the terms and conditions stated in Section 00130 of the Specifications, the undersigned shall forfeit the bid guaranty as liquidated damages to Multnomah County. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the bid guaranty is a bid bond.

**G. Limiting Statements:**

If you desire to limit the number of contracts to be awarded to your firm at this opening of bids as permitted by subsection 00120.50 of the specifications, please complete one of the following limiting statements:

- No. 1. This bid is conditioned upon my (our) not being awarded more than \_\_\_\_\_ of the contracts on which I (we) have bid at this opening of bids; or
- No. 2. This bid is conditioned upon my (our) not being awarded contracts at this opening of bids for an aggregate total amount in excess of \$\_\_\_\_\_ .

**BID SCHEDULE SHEET 1 OF 4**

Project Title: Morrison St: Morrison (Willamette River) Bridge (Portland) Project - (Bridge Rehabilitation)

ITEM #	DESCRIPTION	SPEC REFERENCE	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT
10	MOBILIZATION	0210-0100000A	LS	1		\$	\$
20	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	0221-0100000A	LS	1		\$	\$
30	TEMPORARY SIGNS	0222-0102000J	SF	1968		\$	\$
40	SEQUENTIAL ARROW SIGNS	0222-0162000E	Each	4		\$	\$
50	PORTABLE CHANGEABLE MESSAGE SIGNS	0222-0164000E	Each	6		\$	\$
60	TRAFFIC CONTROL SUPERVISOR	0223-0169000E	Each	1		\$	\$
70	TOW TRUCK	0223-0175000T	HR	40		\$	\$
80	TEMPORARY BARRICADES, TYPE II	0224-0104000E	Each	11		\$	\$
90	TEMPORARY BARRICADES, TYPE III	0224-0105000E	Each	26		\$	\$
100	TEMPORARY PLASTIC DRUMS	0224-0145000E	Each	292		\$	\$

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN REJECTION OF THE BID**

## BID SCHEDULE SHEET 2 OF 4

Project Title: Morrison St: Morrison (Willamette River) Bridge (Portland) Project - (Bridge Rehabilitation)

ITEM #	DESCRIPTION	SPEC REFERENCE	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT
110	TEMPORARY IMPACT ATTENUATOR, TRUCK MOUNTED	0226-0138000E	Each	6		\$	\$
120	WORK ZONE PRESENCE LIGHTING SYSTEM	0227-0159000E	Each	4		\$	\$
130	PEDESTRIAN CHANNELIZING DEVICES	0228-0141600F	Each	4		\$	\$
140	TEMPORARY CURB RAMP, _____	0228-0167670E	Each	2		\$	\$
150	TEMPORARY WORK ACCESS AND CONTAINMENT	0253-0106000A	LS	1		\$	\$
160	TEMPORARY TYPE 1 FENCE	0270-0100000F	Foot	107		\$	\$
170	POLLUTION CONTROL PLAN	0290-0100000A	LS	1		\$	\$
180	CONSTRUCTION SURVEY WORK	0305-0100000A	LS	1		\$	\$
190	INJECT AND SEAL CRACKS	0538-0100000F	LF	10		\$	\$
200	LOCATE CONCRETE REPAIR	0542-0100000A	LS	1		\$	\$

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN REJECTION OF THE BID**

BID SCHEDULE SHEET 3 OF 4

Project Title: Morrison St: Morrison (Willamette River) Bridge (Portland) Project - (Bridge Rehabilitation)

ITEM #	DESCRIPTION	SPEC REFERENCE	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT
210	CONCRETE REPAIR	0542-0102000J	SY	1		\$	\$
220	MORTAR BUILDUP OVER SHALLOW REBAR	0542-0103000J	SY	1		\$	\$
230	RESIN BUILDUP OVER SHALLOW REBAR	0542-0104000J	SY	1		\$	\$
240	STRUCTURAL STEEL MAINTENANCE (Bridge No. 02758A)	0560-0109000A	LS	1		\$	\$
250	STRUCTURAL STEEL MAINTENANCE (Bridge No. 02758)	0560-0109000A	LS	1		\$	\$
260	TITANIUM SYSTEM, 0.625 INCH DIAMETER - NSM	0567-0103000A	LS	1		\$	\$
270	PRECOMPRESSED FOAM SILICONE JOINT SEAL	0585-0215000A	LS	1		\$	\$
280	SURFACE PREPARATION	0594-0103000A	LS	1		\$	\$
290	COATING APPLICATION	0594-0104000A	LS	1		\$	\$
300	COATING MATERIALS	0594-0104000A	LS	1		\$	\$

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN REJECTION OF THE BID**

BID SCHEDULE SHEET 4 OF 4

Project Title: Morrison St: Morrison (Willamette River) Bridge (Portland) Project - (Bridge Rehabilitation)

ITEM #	DESCRIPTIO	SPEC REFERENCE	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT
310	REBUILD BRIDGE ELECTRIC MOTORs	1500	LS	1		\$	\$
320	POST-TENSIONING SYSTEM REPAIR	1999-9Z90000A	LS	1		\$	\$
330	WATER REPELLANT CONCRETE AND CRACK SEALER	1999-9Z90000J	SF	1373		\$	\$
<b>TOTAL CONTRACT PRICE:</b>			Total Price in Words:			\$	

**Enter this total price in the Items page of Multco Marketplace**



**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN REJECTION OF THE BID**

**SIGNATURE SECTION**

---

**THE BIDDER IS ADVISED THAT BY SIGNING THIS BID THE BIDDER IS DEEMED TO HAVE SIGNED AND AGREED TO THE PROVISIONS OF ALL THE DOCUMENTS, CERTIFICATIONS, AND STATEMENTS CONTAINED IN THIS BID.**

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**FAILURE TO HAVE ALL REQUIRED SIGNATURES IN THIS SIGNATURE SECTION NOTARIZED WILL BE CAUSE TO REJECT THIS BID.**

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NOTE: Should it be necessary to modify this bid, reference to the Bid number to the right must be made in your communication.


**BID NO. ITB-26-2025**

<b>PART A</b>	<b>IF YOU ARE <u>NOT</u> A JOINT VENTURE OR PARTNERSHIP, COMPLETE THIS PART A. IF YOU ARE A JOINT VENTURE OR PARTNERSHIP, COMPLETE PART B.</b>
-------------------	--

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(Bidder's Name)

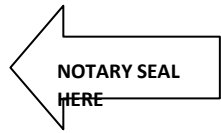
Oregon Construction Contractor's Board Registration Number: \_\_\_\_\_ (Expiration Date) \_\_\_\_\_

By \_\_\_\_\_  **SIGN HERE**  
(Signature of Bidder's Authorized Representative)

\_\_\_\_\_  
(Typed or Printed Name and Title of Signer) Dated: \_\_\_\_\_, 20 \_\_\_\_\_

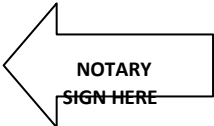
State of \_\_\_\_\_

County of \_\_\_\_\_

 **NOTARY SEAL  
HERE**

*Signed and sworn to (or affirmed) before me on this*

\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
(Notary Public's Signature)  **NOTARY  
SIGN HERE**

*My commission expires* \_\_\_\_\_

<b>PART B</b>	<b>IF YOU ARE A JOINT VENTURE OR PARTNERSHIP AN AUTHORIZED SIGNATORY MUST SIGN ON BEHALF OF THE JOINT VENTURE OR PARTNERSHIP, AND EACH MEMBER OF THE JOINT VENTURE OR PARTNERSHIP MUST SIGN INDIVIDUALLY.</b>
-------------------	---

\_\_\_\_\_  
(Bidder's Joint Venture or Partnership Name)

**AUTHORIZED SIGNATORY FOR JOINT VENTURE OR PARTNERSHIP**

Oregon Construction Contractor's Board Registration Number: \_\_\_\_\_  
(Expiration Date)

By \_\_\_\_\_  
(Signature of Joint Venture's or Partner's  
Authorized Representative)

\_\_\_\_\_  
(Typed or Printed Name and Title of Signer)      Dated: \_\_\_\_\_, 20 \_\_\_\_

State of \_\_\_\_\_

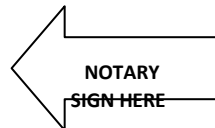
County of \_\_\_\_\_



Signed and sworn to (or affirmed) before me on this

\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
(Notary Public's Signature)



My commission expires \_\_\_\_\_


Continue Joint Venture Partnership Signatures on next page:



**CONTINUED JOINT VENTURE OR PARTNERSHIP SIGNATURE PAGE**

**JOINT VENTURE / PARTNER**

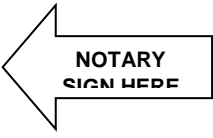
\_\_\_\_\_ (Oregon Construction Contractor's Board Registration Number) \_\_\_\_\_ (Expiration Date)

By \_\_\_\_\_   
(Signature of Joint Venture's or Partner's  
Authorized Representative)

\_\_\_\_\_ Dated: \_\_\_\_\_, 20 \_\_\_\_  
(Typed or Printed Name and Title of Signer)

State of \_\_\_\_\_   
County of \_\_\_\_\_

*Signed and sworn to (or affirmed) before me on this*  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_

\_\_\_\_\_   
(Notary Public's Signature)

*My commission expires* \_\_\_\_\_

Copy this page and complete for each additional Joint Venture Partner

MULTNOMAH COUNTY

BID BOND

We, \_\_\_\_\_, as "Principal,"  
(Name of Principal)

and \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Multnomah County ("Obligee") the sum of (\$ \_\_\_\_\_ )

\_\_\_\_\_ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. ITB-26-2025) for the project identified as:

Morrison Bridge Strengthening which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

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

BY ATTORNEY IN FACT:

\_\_\_\_\_  
Official Capacity

\_\_\_\_\_  
Name

Attest: \_\_\_\_\_  
Corporation Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SAMPLE – DO NOT COMPLETE  
CONTRACT**

THIS CONTRACT ("Contract"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Multnomah County, a political subdivision of the State of Oregon, hereinafter called "County," and \_\_\_\_\_ by and through its Corporate Officers; Federal Tax ID No. (On File) hereafter called "Contractor".

**IT IS AGREED:**

That the said Contractor, in consideration of the sums to be paid by the County in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the Work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the following items which are hereby made part of the Contract documents: 1. The General Conditions for Construction for Multnomah County (2024) and the 2024 Oregon Standard Specifications for Construction parts 00200 through 03000; 2. The plans pertaining to this Contract on file with the County's Transportation Division; 3. The Special Provisions, Addendums, Bid Documents and Exhibit(s), including but not limited to the schedule of contract prices attached hereto; and 4. The Payment Bond and Performance Bond attached hereto; and according to such directions as may from time to time be made or given by the County Engineer under the authority and within the meaning and purpose of this Contract. This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the County. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out; and in consideration of the faithful performance of the Work as set forth in this Contract, in full compliance with the applicable specifications, provisions and bonds; including the schedule of contract prices; and in accordance with the directions of the County Engineer and to said Engineer's satisfaction, and on Federal-Aid Projects to the satisfaction of Federal Highway Administration and the State of Oregon or their authorized representatives, in conformity with the requirements of the Federal-Aid Road Act and all amendments thereto, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of Work performed and the prices and other bases of payment specified herein and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable specifications, provisions and bonds.

**APPLICATION OF CONTRACT EXHIBITS NOS. 7-19:**

The Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO) and On-Site Workforce Affirmative Action (OSWAA) Programs for this Contract are administered by the Oregon Department of Transportation (ODOT), Office of Civil Rights (OCR), Reimbursable Federal OJT Apprenticeship Training Provisions, as further detailed and provided in Exhibits Nos.7-19, which are incorporated as a part of this Contract. As County is entering into this Contract under authority granted by ODOT and OCR, the DBE, EEO and OSWAA Programs apply to this Contract in the same application and manner as if ODOT were the contracting agency. Under this Contract, Contractor shall be required to comply, cooperate and abide by the requirements of all these ODOT Programs and specifically the DBE, EEO, and/or OSWAA Provisions set forth in said Exhibits. It is the County’s responsibility to enforce the contractual obligations in this Contract.

**IN WITNESS WHEREOF**, said County, acting through the duly authorized Executive Officer of Multnomah County, executes this Contract and the said Contractor by duly authorized officers does execute the same as of the day and year in this Contract first above mentioned.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

**SAMPLE – DO NOT COMPLETE**

By \_\_\_\_\_  
(Signature Officer of Contractor)

By: \_\_\_\_\_  
Jessica Vega Pederson,  
County Board Chair

Print Name: \_\_\_\_\_

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

Checked as to materials and prices:

\_\_\_\_\_  
Jon P. Henrichsen, P.E.  
County Engineer

REVIEWED:

JENNY M. MADKOUR,  
County Attorney  
For Multnomah County, Oregon

By Nick Baldwin-Sayre 9-9-24 (via email)  
Nick Baldwin-Sayre  
Senior Assistant County Attorney

MULTNOMAH COUNTY

PAYMENT BOND

Bond No. SAMPLE – DO NOT COMPLETE

Solicitation ITB-26-2025

Project Name: Morrison Bridge Strengthening

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, \_\_\_\_\_, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Multnomah County, the State of Oregon, and the Oregon Department of Transportation, the Total Penal Sum of Bond (TPS) of \$ \_\_\_\_\_ or as such TPS shall be increased as provided below. (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a certain contract with Multnomah County, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of said contract, together with the following items: the General Conditions for Construction for Multnomah County (2024) and the 2024 Oregon Standard Specifications for Construction parts 00200 through 03000; the plans pertaining to this contract on file with the County's Purchasing Director; and the Special Provisions, Addendums, Bid Documents and Exhibit(s), including but not limited to the schedule of contract prices; and in accordance with such alterations or modifications of said items as authorized under said contract, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the Work, or the cost of the Contract (and corresponding increase in the TPS), or constitute authorized extensions of time for performance of the Contract, notice to the Sureties of any of the immediately foregoing are waived. :

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Multnomah County, the State of Oregon, and the Oregon Department of Transportation, and their respective commissioners, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the Work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon

Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167; shall pay all other just debts, dues, and demands incurred in the performance of the Contract shall permit no lien nor claim to be filed or prosecuted against the State of Oregon or Multnomah County on account of any labor or materials furnished; shall pay Multnomah County such damages as may accrue to Multnomah County under the Contract and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Multnomah County, be obligated for the payment of any premiums thereof.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SAMPLE – DO NOT COMPLETE**

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_  
*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:  
*[Power-of-Attorney must accompany each bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

MULTNOMAH COUNTY

PERFORMANCE BOND

Bond No. SAMPLE – DO NOT COMPLETE

Solicitation ITB-26-2025

Project Name: Morrison Bridge Strengthening

\_\_\_\_\_ (Surety #1)                      Bond Amount No. 1:                      \$ \_\_\_\_\_

\_\_\_\_\_ (Surety #2)\*                      Bond Amount No. 2:\*                      \$ \_\_\_\_\_

*\* If using multiple sureties*                      Total Penal Sum of Bond:                      \$ \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Multnomah County, the State of Oregon, and the Oregon Department of Transportation, the Total Penal Sum of Bond (TPS) of \$ \_\_\_\_\_ or as such TPS shall be increased as provided below.

Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a certain contract with Multnomah County, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the said contract, together with the following items: the General Conditions for Construction for Multnomah County (2021) and the 2021 Oregon Standard Specifications for Construction parts 00200 through 03000; the plans pertaining to this contract on file with the County's Purchasing Director; and the Special Provisions, Addendums, Bid Documents and Exhibit(s), including but not limited to the schedule of contract prices; and in accordance with such alterations or modifications of said items as authorized under said contract, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the Work, the amount of the Contract (and corresponding increase in the TPS), or constitute an authorized extension of the time for performance, notice to the Sureties of any of the immediately foregoing are waived.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Principal to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Multnomah County, the State of Oregon, and the Oregon Department of Transportation, and their respective commissioners, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of

the Contract by the Principal or its subcontractors, and shall in all respects perform the Contract according to law, then this obligation is to be void; otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Multnomah County be obligated for the payment of any premiums thereof.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

**SAMPLE – DO NOT COMPLETE**

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_  
*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:  
*[Power-of-Attorney must accompany each surety bond]*

Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax





## EXHIBIT 2 Insurance Requirements

### MULTNOMAH COUNTY CONTRACT Sourcing Event ITB-26-2025

This EXHIBIT 2: INSURANCE REQUIREMENTS will be attached and incorporated into the Multnomah County Contract (“Contract”). A breach of this Exhibit 2 is a Material Default. Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below:

- I. **Workers’ Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers’ compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4.) Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.  
Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers’ Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers’ Compensation coverage. ORS 656.126.

- II. **Commercial General Liability insurance including Contractual Liability Railroads CG-24-17 Endorsement or equivalent coverage**, and with coverages satisfactory to the County on an occurrence basis, with a combined single limit of not less than **\$2,000,000** each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of **\$5,000,000**.

The State of Oregon, Oregon Transportation Commission, Oregon Department of Transportation, Multnomah County, Multnomah County Board of Commissioners, Portland City Council, City of Portland, Jacobs Engineering Group, Inc., and all their respective officers, members, agents and employees shall also be named as an Additional Insured. The endorsement form must be attached to the certificate.

- III. **Commercial Automobile Liability** covering all owned non-owned or hired vehicles. The coverage may be written in combination with Commercial General Liability insurance with separate limits. Combined single-limit per occurrence shall not be less than **\$1,000,000**. This coverage is required if contractor is transporting and/or driving as part of contract duties.

The State of Oregon, Oregon Transportation Commission, Oregon Department of Transportation, Multnomah County, Multnomah County Board of Commissioners, Portland City Council, City of Portland, Jacobs Engineering Group, Inc., and all their respective officers, members, agents and employees shall also be named as an Additional Insured. The endorsement form must be attached to the certificate.

- IV. **Pollution Liability including Lead Liability Endorsement or separate coverage**. Contractor or appropriate sub-contractor shall obtain, at their expense, and keep in effect during the term of the Contract, Pollution Liability insurance covering their liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by the Contractor or an appropriate sub- contractor, all arising out of the Work or services (including the transportation risk, when applicable) to be performed under this Contract. Coverage of not less than **\$1,000,000** per occurrence with an aggregate limit of **\$2,000,000** is required.

- V. **Commercial Automobile Liability with Pollution Coverage** with a combined single limit per occurrence of \$2,000,000 is required.

**Additional Requirements:** Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions.

Contractor's coverage will be primary in the event of loss.

**The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.** The Certificate of Insurance shall state the following in the description of operations:

"Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions."

**Certificate of Insurance Required:** Contractor shall furnish a current Certificate of Insurance to the County. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage. The Certificate shall also state the deductible or retention level.

**Where in the County to send your Certificate of Insurance.** Complete copies of insurance policies shall be provided to the County via MMP Supplier Portal at:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=Multnomah>.

If you need further assistance please email: [tmmarketplacesupport@multco.us](mailto:tmmarketplacesupport@multco.us). . **Additional originals, hard copies or faxes are not necessary.**

**Tail Coverage** – If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

**EXHIBIT 3**

**MULTNOMAH COUNTY CONTRACT**

**Contract No. [[ Contract Number ]]**

**Certification Statement for Corporation or Independent Contractor**

**Instructions:** Please complete both sections below. Example: If Contractor is a Limited Liability Company, please check the “Limited Liability Company” box in Section A **and** check the “NOT APPLICABLE” box in Section B. Or, if Contractor is an Independent Contractor, then check “NOT APPLICABLE” in Section A, and check at least three (3) boxes in Section B to establish that the Contractor is an Independent Contractor.

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.**

*I certify under penalty of perjury that Contractor is a (check one):*

- Corporation     Limited Liability Company     Partnership     Non-Profit Corporation authorized to do business in the State of Oregon
- NOT APPLICABLE – See section B.

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

*Contractor certifies under penalty of perjury, that the following statements are true:*

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an Independent Contractor if at least three of the following statements are true.  
NOTE: Check all that apply. You must check at least three (3) to establish that you are an Independent Contractor.

- A. CONTRACTOR’s services are primarily carried out at a location that is separate from CONTRACTOR’s residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business
- B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. CONTRACTOR makes a significant financial investment in the business.
- E. CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

F. NOT APPLICABLE – See section A.

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

## EXHIBIT 4

### Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

- SOLE PROPRIETOR**
- Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor will not hire employees to perform this Contract.
- CORPORATION – FOR PROFIT**
- Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
  - All Work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.
- CORPORATION – NONPROFIT**
- Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all Work is performed by volunteers, and
  - Contractors will not hire employees to perform this Contract.
- PARTNERSHIP**
- Contractor is a partnership, and
  - Contractor has no employees, and
  - All Work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*
- LIMITED LIABILITY COMPANY**
- Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All Work will be performed by the members; Contractor will not hire employees to perform this Contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

\*NOTE: Under OAR436-50-0005 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Contractor who will perform construction work.

Contractor Printed  
Name:

\_\_\_\_\_

Contractor  
Signature:

\_\_\_\_\_

Contractor Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

## Exhibit 5 – Equal Employment Opportunity Certification Statement

**Every Contractor executing a contract for more than \$75,000 must complete this Exhibit.**

Equal Employment Opportunity (EEO) means eliminating barriers to ensure that all employees are considered for the employment of their choice and have the chance to perform to their maximum potential. EEO practices include, but are not limited to, fairness at work, hiring based on merit and promotion based on talent. It concerns all aspects of employment including recruitment, pay and other rewards, career development and work conditions.

All County Contractors signing new contracts with the County must complete this form. A Contractor who signs Part 1 and later adds employees during the period of performance of any County Contract must immediately notify the County of the change in status and submit an updated form with Part 2 signed. Failure to submit an updated form may result in termination of all existing contracts.

### CERTIFICATION

I certify under penalty of perjury that [*check Part 1 or Part 2*]:

**Part 1:** Contractor has no employees. Should Contractor hire employees at a later date during the term of the contract, Contractor will immediately notify the Department that issued the contract and submit an updated Certification with Part 2 completed.

—OR—

**Part 2:** Contractor has employees. Contractor, as an Equal Opportunity Contractor, does not:

1. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
2. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
3. Coerce the political activity of any person;
4. Deceive or willfully obstruct anyone from competing for employment;
5. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
6. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.

**Contractors Signature:**

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

## EXHIBIT 6

### TITLE VI – ASSURANCES FOR CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS:

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

#### Compliance with Regulations.

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

#### 1. Nondiscrimination.

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

#### 2. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

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

#### 3. Information and Reports.

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

#### 4. Sanctions for Noncompliance.

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

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

#### 5. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraphs (1) through (6) of this EXHIBIT 6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Multnomah County may direct, or the State of Oregon, or the U.S. Department of Transportation, Federal Highway Administration may determine

to be appropriate as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Multnomah County enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Further Provided, that **Form FHWA-1273, "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS"** , which is attached and incorporated into this Contract as **EXHIBIT 11** , is binding on the Contractor and must be included in each subcontract and all lower tier subcontracts, except as further provided in **EXHIBIT 11**. To the extent there is any conflict between the provisions of Paragraphs (1) through (6) of this **EXHIBIT 6** and **EXHIBIT 11**, **EXHIBIT 11** shall prevail and be controlling.

**EXHIBIT 7**

Project Name \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

**DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM**

**Are you a DBE prime contractor?**

Yes  No

**This DBE Certification and Utilization Form applies solely to meeting the assigned DBE contract goal for DBE participation.** If the assigned DBE contract goal is greater than zero, each Bidder, including DBE prime Bidders, shall complete and submit this form with their Bid. SHOULD THE BIDDER FAIL TO COMPLETELY FILL OUT, SIGN, AND SUBMIT THIS FORM WITH THE BID WHEN THE ASSIGNED DBE CONTRACT GOAL IS GREATER THAN ZERO, THE BIDDER WILL BE CONSIDERED NON-RESPONSIVE. This certification shall be deemed a part of the resulting contract.

The Bidder acknowledges and certifies that this form accurately represents receipt of and consent from the listed DBE firm as to the use of the referenced itemized quote below for the performance of this project. Bidder certifies that it had direct contact with the named DBE firms regarding participation of this project. Bidder certifies, if awarded this project, that it shall award subcontracts to or enter into agreements with the named DBE. DBE Prime Contractor will receive a minimum 30% credit to be applied to the DBE goal. Part I of the form is not required if the Bidder is a DBE, the DBE contract goal is greater than zero, and the DBE meets the goal by self-performing the minimum required 30% of the work. If the DBE is self-performing more than 30%, it must include any additional work to receive appropriate DBE credit for the goal.

If the Bidder is submitting evidence of good faith efforts to secure participation, Bidder certifies that the good faith efforts documentation is true, accurate and correctly reports the actions taken by the Bidder.

\_\_\_\_\_  
Bidder's Authorized Representative (PRINT)

\_\_\_\_\_  
Bidder's Authorized Representative (SIGN)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor (Company Name)

**PART I**

These columns to be completed by Bidder				These columns to be completed by Agency	
Name of DBE Firm	Type of Work *	Function ** (examples: Sub., Supp., DBE Man., Serv., Brok.)	Subcontract Amount (or expenditure amount or fee/commission amount)	Goal Participation % ***	DBE Amount ****

\* From "Certification Office of Business Inclusion and Diversity" \*\* From "Function" column below. \*\*\* From "Goal Participation %" column below. \*\*\*\* (Subcontract Amount x Goal Participation %)

Function	Goal Participation %	This section to be completed by Agency	
Subcontractor	100% (of subcontract amount)	<b>ASSIGNED DBE CONTRACT GOAL</b> %	
Supplier (Regular Dealer)	60% (of supply expenditure amount)	<b>TOTAL DBE AMOUNT</b>	\$
DBE Manufacturer	100% (of material expenditure amount)	<b>TOTAL BID AMOUNT</b>	\$
Service Provider	100% (of fee or commission)	<b>DBE COMMITMENT</b> (TOTAL DBE AMOUNT ÷ TOTAL BID AMOUNT)	%
Broker	100% (of brokerage fee only)		

Additional sheets may be used by copying this form.  
**Bidder must sign each additional sheet to certify its content and completion of form.**



## **PART II**

If Bidder's participation commitment to eligible DBEs is less than the assigned DBE contract goal, Bidder shall submit documentation of "good faith efforts" as evidence of actions to secure DBE participation. This may not be applicable to a DBE prime contractor.

Bidder's documentation of "good faith efforts" shall meet the requirements provided in the Disadvantaged Business Enterprise (DBE) Commitment Requirements, item no. 4(c) DBE Commitment Certification Form Part II - Good Faith Efforts, which outlines the activities considered for good faith efforts.

## EXHIBIT 8

### FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

#### **Instructions for Submitting Form**

Submit the First-Tier Subcontractor Disclosure form not later than two working hours after the time set for Bid Closing (For example, before 4:00 p.m. after a 2:00 p.m. Bid Closing.) by any of the following methods:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids;
- After Bid Opening through the Q&A Board of the electronic Sourcing Event on Multco Marketplace:  
<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=Multnomah>

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within 2 working hours of the time designated for receiving Bids.

The Agency is not responsible for partial, failed, illegible or partially legible submittals, and such forms may be rejected as incomplete

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

#### **Instructions for First-Tier Subcontractor Disclosure**

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or solicitation documents is greater than \$100,000, Bidders are required to disclose information about first-tier Subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor is greater than or equal to: (1) 5% of the total project Bid, but at least \$15,000, or (2) \$350,000 regardless of the percentage of the total project Bid, you must disclose the following information about that Subcontractor not later than two working hours after the time set for opening Bids:

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

Total all work for each Subcontractor in making this determination.

If the Agency's cost range is greater than \$100,000, and you will not be using any first-tier Subcontractors, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

If the Agency's cost range is greater than \$100,000, and you are not subject to the above disclosure requirements, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**Project Name** \_\_\_\_\_

**Highway** \_\_\_\_\_

**County** \_\_\_\_\_

**Bid Opening Date** \_\_\_\_\_

**Name of Bidding Contractor** \_\_\_\_\_

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

**FIRST-TIER SUBCONTRACTORS**

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

## EXHIBIT 9

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS

#### 1. DBE Policies, Obligations, Applicabilities, and Authorities

According to 49 CFR Part 26, all ODOT, all Bidders, and all Contractors shall agree to abide by and take all necessary and reasonable steps to comply with the DBE policies, obligations, applicabilities and authorities listed in the Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions.

**The "assigned DBE contract goal" for this project is referred to in the project Special Provisions.**

#### 2. Eligibility Requirements for DBE Participation on Projects

Participation shall be accomplished by including certified DBEs in any part of the Contract work that is necessary to complete the Contract obligation. A certified DBE may participate as a prime Contractor, subcontractor, joint venture, material supplier, material manufacturer, or professional service provider.

Only those firms certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as a DBE in the types of work selected shall be eligible to fulfill required DBE participation Contract obligations.

#### 3. Crediting of DBE Participation Toward Meeting the Assigned DBE Contract Goal

##### (a) Crediting of DBE Participation in Bid Submission

Credit toward meeting the assigned DBE contract goal shall be granted only when a listed firm is currently certified by COBID as a DBE. Bidders should not assume that a minority-owned or a woman-owned firm is currently certified by COBID as a DBE firm or that a firm is certified to perform any particular type of work. Bidders are encouraged to verify each DBE firm's certification by:

1) requesting a copy of the DBE certification letter from the committed DBE firm and contacting COBID at 503-986-0075 to confirm the firm's current certification status; or

2) accessing information on certification and the updated Certification Directory of DBEs by going to the COBID website at

<https://www.oregon.gov/biz/programs/COBID/Pages/default.aspx>

For joint ventures, the percentage of DBE participation to be credited toward the assigned DBE contract goal will be determined and approved by ODOT prior to Bid Opening on the basis of information submitted in the joint venture application according to Item No. 6 DBE Participation through Joint Venture.

##### (b) Crediting of DBE Participation Subsequent to Contract Award

The total dollar value of and the scope of work for the DBE commitment as shown on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall be credited toward meeting the assigned DBE contract goal, provided the DBE performs a Commercially Useful Function according to 49 CFR 26.55(c)(1).

(c) Crediting of DBE Participation through the Use of DBE Manufacturers

The Bidder may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(ii), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

The Bidder may count 100% of its expenditures for a DBE firm that furnishes and places these materials **only if** the DBE firm is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE shall negotiate the cost, arrange delivery of, and pay for the materials and supplies required for the work of its contract. Invoices for materials must be invoiced to the DBE firm and not to the Contractor.

(d) Crediting of DBE Participation Through Use of DBE Regular Dealers

The Bidder may count only 60% of the committed amount for the cost of supplies and materials from regular dealers toward meeting the assigned DBE contract goal. According to 49 CFR 26.55(e)(2)(ii) a DBE regular dealer owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

No credit will be granted if the Contractor makes a direct payment to a material supplier. However, it will be permissible for a material supplier to invoice the Contractor and the DBE jointly and be paid by the Contractor making remittance to the DBE firm and material supplier jointly, provided such joint payment arrangements received prior written approval from ODOT.

No credit will be granted if the Contractor deducts from the amounts owed to DBE firms for work performed the costs for: (1) materials and service ordered by the DBE firm and used by the DBE in performing its work, (2) purchase price of supplies or materials acquired from the Contractor by the DBE firm and used by the DBE in performing its work, and (3) cost of equipment leased or rented from the Contractor by the DBE firm and used by the DBE in performing its work. Credit shall be withheld where such costs have been deducted from dollar amounts paid to DBE firms for work performed.

(e) Crediting of DBE Participation through Use of DBE Service Providers

Credit toward meeting the assigned DBE contract goal through use of DBE service providers shall be granted for:

(1) The fees or commissions charged for providing 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 performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials or supplies. The fee must be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(4) The total dollar value of payments to the DBE for which a Commercially Useful Function was performed in delivering a professional, technical and/or expert service.

(f) Crediting of DBE Participation Through Use of DBE Owner/Operator Trucking

A DBE owner/operator must own and operate at least one truck and be certified by COBID.

In order for the Contractor or subcontractor to be credited and receive payment for DBE owner/operator trucking participation, a valid agreement that includes or has attached the following information must be submitted to the Engineer:

- (1) Driver's name;
- (2) Copy of driver's license;
- (3) Vehicle identification number;
- (4) Copy of vehicle registration;
- (5) Motor vehicle license plate number;
- (6) Motor Carrier Plate Number;
- (7) Copy of ODOT Motor Carrier 1A Permit;
- (8) Name of owner/operator from the side of the truck; and
- (9) Method of payment (hour, ton or load)

(g) Crediting of DBE Participation Through Use of DBE Trucking Firms

In order for the Contractor to receive credit and payment for the use of a DBE trucking firm, the trucking firm must be covered by a subcontract or written agreement, and the Engineer must have granted consent to that subcontract or agreement prior to the beginning of the work.

**4. Documentation of Bidders' Proposed DBE Participation**

(a) DBE Commitment Certification and Utilization Form

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall become a part of the resulting Contract. This certification and utilization form shall be used to determine the Bidder's responsiveness to the DBE requirements.

If the assigned DBE contract goal is greater than zero, the Bidder must complete and sign the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The form must be completed and signed by the Bidder's authorized representative. In Part I of the form, the Bidder shall fill in each committed DBE firm and its corresponding type of work, its capacity, and the subcontract amount, expenditure, fee, or commission. Should the Bidder fail to completely fill out, sign, and submit the form with the bid when the assigned DBE contract goal is greater than zero, the Bidder will be considered non-responsive. Part I of the form is not required if the Bidder is a DBE, the DBE contract goal is greater than zero, and the DBE meets the goal by self-performing the minimum required 30% of the work. Part I is required if the Prime DBE must meet a goal greater than 30% or the Prime DBE has subcontracts with additional DBEs. The Agency will calculate each DBE amount, total the amount to be applied to the assigned DBE contract goal and calculate the DBE commitment as a percentage of the total bid.

(b) DBEs Bidding as Prime Contractors

The requirements of section 4(a) will apply to DBE Bidders for a Contract. In determining whether a DBE Bidder for a Contract has met an assigned DBE contract goal, the Agency will automatically calculate 30% of the bid for the DBE credit. If the DBE goal is more than 30% of the bid the DBE must list any additional work that the DBE will self-perform or subcontract to other DBEs.

DBEs bidding as prime Contractors shall complete the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM indicating the percentage of work to be performed by its own forces as well as the work to be performed by other committed DBEs to meet the assigned DBE contract goal.

(c) DBE Commitment Certification Form Part II - Good Faith Efforts

Should bidders not meet the assigned DBE contract goal for DBE participation, they must demonstrate good faith efforts at the time of bid. ODOT must decide whether the efforts made to obtain DBE participation constituted good faith efforts. ODOT 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 Bidder shall provide additional information regarding good faith efforts per the requirements of Part II of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The Bidder must document the steps taken to obtain DBE participation, which demonstrate good faith efforts ("Documentation of GFE"), such as those outlined below:

- (1) Evidence that the Bidders attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;
- (2) Evidence that the Bidder identified and selected specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs;
- (3) Evidence that the Bidder advertised in general circulation, trade association, minority and trade oriented, women-focus publication, concerning the subcontracting or supply opportunities;
- (4) Evidence that the Bidder provided written notice to a reasonable number of specific DBEs, identified from the Certification Directory of DBEs for the selected subcontracting of material supply work, in sufficient time to allow the enterprises to participate effectively;
- (5) Evidence that the Bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. This may include the information outlined below:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBEs were interested;
  - (b) A description of the information provided to the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
  - (c) Documentation of each DBE contacted but rejected and the reasons for the rejection.
- (6) Evidence that the Bidder provided interested DBEs with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- (7) Evidence that the Bidder negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- (8) Evidence that the Bidder advised and made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by ODOT or contractor;
- (9) Evidence that the Bidder'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; and

(10) Evidence that the Bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices or other organizations that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises.

Documentation of GFE must be received before Bid Closing. For paper or electronic Bids, the Documentation of GFE must be received at the time and place for receipt of Bids by mail, parcel delivery service or hand delivery as identified in the "Time and Place for Receiving Bids" section in the Bid Booklet. Documentation of GFE may also be submitted by email which must be received before Bid Closing by Marie Wright, Construction Contracts Manager, at the ODOT Procurement Office at: [ODOTProcurementOfficeConstruction@odot.oregon.gov](mailto:ODOTProcurementOfficeConstruction@odot.oregon.gov).

(d) Failure to Comply

All Bidders, including certified DBE prime Bidders, shall submit a completed and signed DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM with its bid when the assigned DBE contract goal is greater than zero.

If the Bidder fails to properly and completely fill out the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM and/or to provide sufficient evidence of compliance with good faith effort requirements, the bid shall be considered non-responsive and the bid shall be rejected.

## 5. Contract Award Selection Procedure

In addition to the provisions of Sections 00120 and 00130 of the bid documents, the following items will be considered in determining Contract Award:

(a) The Award of the Contract will be in the best interest of the State of Oregon and will assure that ODOT meets its commitment to its overall DBE goal.

(b) If the low Bidder offering a reasonable bid meets or exceeds the assigned DBE contract goal, that Bidder will be considered responsive to the DBE requirement.

(c) If a DBE's type of work listed on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM does not match the type of work for which the DBE subcontractor is certified by COBID, then the firm's participation on that Contract cannot count toward the assigned DBE contract goal or overall DBE goals. The Bidder will be determined non-responsive unless the Bidder meets or exceeds the assigned DBE contract goal by self-performing as a DBE or committing sufficient other work to one or more certified DBE firms with matching types of work, or the Bidder has established sufficient good faith efforts.

(d) If the low Bidder has not met the assigned DBE contract goal, ODOT will review the documentation regarding its good faith effort activities to determine if the steps taken are satisfactory. If the steps taken are found satisfactory during the review process, that Bidder will be considered responsive to the DBE requirement. If the steps taken are not found satisfactory, the bid will be considered non-responsive to the DBE requirement.

(e) If the low Bidder is determined to be non-responsive, ODOT, before awarding the Contract, will notify the Bidder in writing within 15 Calendar Days of the Bid Opening. The notification will include the reason for the determination and provide the Bidder an opportunity for administrative reconsideration.

Administrative Reconsideration includes:



(1) The Bidder will have the opportunity to provide written documentation or argument to the Review Committee, consisting of personnel knowledgeable with DBE Program requirements, concerning the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so, within four Calendar Days of the receipt of notification.

(2) Upon request, the Bidder will have the opportunity to meet in person with the Review Committee, to discuss the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so.

(3) The Review Committee will make a decision on reconsideration within four Calendar Days after reviewing evidence of Good Faith Efforts.

(4) The Bidder will be notified in writing by the Review Committee regarding the decision of reconsideration within five Calendar Days of the decision. This notice will explain the basis for finding that the Bidder did or did not meet the assigned DBE contract goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

## **6. DBE Participation Through Joint Venture**

Bidders who plan to bid as a joint venture with a DBE partner must be pre-qualified with the ODOT Procurement Office under the provisions of ORS 279C.430 and Oregon Administrative Rule 731-007-0520 through 731-007-0540. The requirements of 49 CFR 26.55(b) also apply to Bidders bidding as joint ventures. The pre-qualification application must be received by ODOT Procurement Office - Construction Contracts Unit at least 10 days prior to the date of Bid Opening for each individual Contract, and approval given prior to Bid Opening.

## **7. DBE Contract Compliance After Award and Before Contract Execution**

ODOT will send the successful Bidder written notice of acceptance and Award, including a request for further breakdown of the DBE information. Within 10 Calendar Days after Award and prior to Contract execution, the successful Bidder shall provide ODOT with a completed Committed DBE Breakdown and Certification Form describing the work to be performed by each DBE firm.

The successful Bidder shall submit the following breakdown information: bid item, type of work, bid quantity and unit, unit price, and total price. Furthermore, the successful Bidder shall indicate partial work on a bid item and explain the partial item work. If trucking is a DBE committed work

item, the successful Bidder shall indicate if the DBE firm is an owner/operator trucking firm. The Contractor and the Committed DBE Contractor shall sign the form.

**FAILURE TO PROVIDE DETAILED DBE INFORMATION TO ODOT WITHIN TEN CALENDAR DAYS AFTER AWARD SHALL BE CAUSE FOR CANCELLATION OF THE AWARD AND WITHDRAWAL OF THE CONTRACT AND MAY BE CAUSE FOR FORFEITURE OF THE BID GUARANTY.**

**8. Information Relating to Contractors Soliciting Project Participation (Bidders List)**

Within ten Calendar Days after Bid Opening, all Bidders shall provide information requested in the Subcontractor Solicitation and Utilization Report, (see appendix), listing bona fide bids or quotes received on this project. The information provided will be used to construct a Bidders List required by 49 CFR 26.11(c).

**9. Information Relating to the DBE Requirements on this Project**

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact in writing, the DBE Program Manager no later than one week prior to the project Bid Opening at [ocrinforequest@odot.oregon.gov](mailto:ocrinforequest@odot.oregon.gov).

Other requests may be directed to:

Oregon Department of Transportation  
Office of Equity and Civil Rights  
800 Airport Rd SE  
Salem, OR 97301  
Phone: 503-986-4350  
Fax: 503-986-6382  
[ocrinforequest@odot.oregon.gov](mailto:ocrinforequest@odot.oregon.gov)

**EXHIBIT 10**  
**DBE INFORMATION**

**GENERAL INFORMATION**

It is the policy of the Oregon Department of Transportation (ODOT) that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with USDOT funds under this agreement.

A full explanation of DBE Participation Goals and Requirements is in Sections 03.00 and 04.00 of the DBE Supplemental Required Contract Provisions.

Firms certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as DBE in the state of Oregon shall be used to meet the assigned DBE contract goals for DBE participation on contracts funded in whole or in part with U.S. Department of Transportation (USDOT) funds.

Responsiveness is based on the DBE firm's certification status at time of Bid Opening. Contractors should not rely upon past experiences and verbal assurances of firms listed or non-listed.

Services and Commodity Codes reflect information provided by the certified DBE Firms and is not used as a pre-qualification factor by ODOT.

All Bidders, including DBE prime Bidders, are required to submit a Subcontractor Solicitation and Utilization Report form to ODOT Office of Equity and Civil Rights, DBE Program, within 10 Calendar Days after the Bid Opening date.

**WEBSITES**

**DBE Directory** - A Certification Directory of DBEs is available from COBID at:

[https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315  
&TN=oregon4biz](https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz)

**Subcontractor Solicitation And Utilization Report** - The Subcontractor Solicitation and Utilization Report form is available from the Office of Equity and Civil Rights at:

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

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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



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

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

### 3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

### 3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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



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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### 3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT 12**

**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**

<b>Timetable</b>	<b>Goal (Percent)</b>
From Apr. 1, 1980 until further notice.....	6.9

**Goals for Minority Utilization by County**

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

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

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

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

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

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

**1. As used in these specifications:**

**a.** "Covered area" means the geographical area, described in the solicitation from which this contract resulted;

**b.** "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

**c.** "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

**d.** "Minority" includes:

**(i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

**(ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

**(iii)** Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

**(iv)** American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **EXHIBIT 13**

### **EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

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

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

#### **Written Notification**

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

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

#### **Monthly Report**

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

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

#### **Annual Report**

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

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

### **Monitoring and Compliance**

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

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

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

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

### **Show Cause Notice**

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

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

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

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

**EXHIBIT 14**

**EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS**

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

**Aspirational Diversity Targets**

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

**Covered Areas**

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

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

## EXHIBIT 15

### 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  
800 Airport Road SE  
Salem, OR 97301  
<https://www.oregon.gov/odot/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>

For questions or further information, please contact:  
Angela M. Crain, Manager  
Office of Civil Rights  
(T) 503-931-2575  
(F) 503-986-6382  
[Angela.M.Crain@odot.oregon.gov](mailto:Angela.M.Crain@odot.oregon.gov)



Kristopher Strickler, Director  
Oregon Department of Transportation

June 10, 2022

Date

## EXHIBIT 16

### 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 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 ODOT. 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 ODOT's administration of the DBE Program.

**(1)** 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.

**(2)** 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.

(3) 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.

(4) 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).

(5) Oregon Revised Statutes, Chapters 200 and Chapters 279A, 279B and 279C.

(6) 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** - State of Oregon 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 (also referred to as 'Agency')

**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. For a DBE to count towards participation it must be certified by COBID under the commodity codes of the work it is contracted to perform.

**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)** - The definition is consistent with 49 CFR 26.55(c) and describes how ODOT counts DBE participation towards DBE goals:

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 been approved by ODOT in accordance with 49 CFR 26.53(f) and section 10.00 of the Disadvantaged Business Enterprise (DBE) Supplemental Required contract Provisions in exhibit C-5 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 services, labor, materials, or work the DBE provides. Services and commodity codes reflect information provided by the certified DBE firms and are not used as prequalification factors by ODOT.

**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, which in Oregon is COBID, applies these regulations to make



certification decisions. 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. See 49 CFR 26.53 and 49 CFR Part 26, Appendix A.

**Joint Venture DBE** - An ODOT certified enterprise consisting of one or more firms of which at least one is a certified DBE, formed to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest of the business. (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 shall act as superintendent and directly supervise the work or the DBE owner shall supervise the work of and employ a skilled and knowledgeable superintendent. If the latter is used, the DBE owner shall be actively involved in making the operational and managerial decisions of the firm; wherein the DBE owner can continue operations should the skilled and knowledgeable superintendent's employment be discontinued.

**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.
- 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** - 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 COBID 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 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 COBID issued the notice of ineligibility shall not count toward the ODOT overall goal, but may count toward the assigned DBE contract goal. There is an exception under 49 CFR 26.87(j)(3) if the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, 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 that 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. The proportion of participation or work performed by a second-tier DBE subcontract may not be double counted and may only be counted towards the DBE goal in accordance with 49 CFR Part 26.

#### **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. 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.

If the Contractor determines that the committed DBE is unable or unwilling to perform under the subcontract, unable to perform a commercially useful function, or has changed its ownership and/or control, the Contractor shall make good faith efforts to replace with another

DBE. 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 Equity and 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 Equity and Civil Rights (OECR) 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.

ODOT may perform an on-site review to ascertain whether the DBE is actively performing, managing, and supervising the work. All DBEs 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, when 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 must comply with the requirements and procedures under 49 CFR 26.53(f). The Contractor shall use the specific DBEs listed in response to a contract goal to perform the work and supply the materials for which each is listed unless the contractor obtains ODOT's prior written consent, coordinated with the ODOT Office of Equity and Civil Rights. Without ODOT consent, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Contractor must provide the DBE with written notice and supporting documentation of its good cause reasons they wish to terminate and/or substitute the DBE with a copy to the Engineer and the ODOT Office of Equity and Civil Rights. The DBE must be given 5 days to respond to the termination request, copying the ODOT Office of Equity and Civil Rights.

ODOT may provide such written consent only if it agrees, for reasons stated in its concurrence document, that the prime contractor has good cause to terminate the DBE firm because the DBE is unable, unwilling or ineligible to perform. To initiate the termination, substitution, removal or replacement process with a Committed DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

**(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. Contractor must provide the DBE with written notice and supporting documentation of its good cause reasons they wish to terminate and/or substitute the DBE with a copy to the Engineer and the ODOT Office of Equity and Civil Rights. The DBE must be given 5 days to respond to the termination request, copying the ODOT Office of Equity and Civil Rights.

**(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; and
- Evidence that the Contractor used the services of minority community organizations or minority organizations that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises.

**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 10 Calendar Days from receipt of each payment the Contractor receives from ODOT. If retainage is withheld the Contractor shall also return retainage payments to each subcontractor within 10 Calendar Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer. This policy applies to both DBE and non-DBE contractors.

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

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

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

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

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

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

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

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

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

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

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

**14.00 Records and Reports** - The Contractor shall keep such project records as are necessary to determine compliance with these DBE Supplemental Required Contract Provisions, including but not limited to records on equipment usage, fuel consumption, invoicing, and payments. Such records shall include written reports from the DBE Liaison Officer to the Contractor as to the performance of the committed DBE and its performance of a commercially useful function. Contractor shall provide the Engineer with records on equipment and fuel logs and other records needed to verify compliance with commercially useful function and DBE crediting requirements.

**15.00 Further Information** - The Disadvantaged Business Enterprise Supplemental Required Contract Provisions shall be incorporated into and attached to all agreements and contracts on projects financed in whole or in part with federal funds.

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact, in writing, the DBE Program Manager not later than one week prior to the project Bid Opening at [ocrinforequest@odot.oregon.gov](mailto:ocrinforequest@odot.oregon.gov).

Other requests may be directed to:

Oregon Department of Transportation  
Office of Equity and Civil Rights  
800 Airport Road SE  
Salem, OR 97301  
Phone: 503-986-4350  
Fax: 503-986-6382  
[ocrinforequest@odot.oregon.gov](mailto:ocrinforequest@odot.oregon.gov)

## EXHIBIT 17

### ASSIGNED DBE CONTRACT GOAL

The minimum Assigned **DBE** Contract Goal for this Project is **10%**.

(Overall DBE program goal for ODOT is set at 23.43% for FHWA funded Contracts for federal fiscal years 2023, 2024 and 2025.)

A Certification Directory of DBEs is available from the Certification Office of Business Inclusion and Diversity (COBID) website at:  
<https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp>  
or by telephone at 503-986-0075.

24\_SP00030 DBE (6-1-24)

## EXHIBIT 18

### PREVAILING WAGE RATE

**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”, available at <https://sam.gov/content/wage-determinations> and
2. Oregon Bureau of Labor and Industries (BOLI), “Prevailing Wage Rates for Public Works Contracts in Oregon” available at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx> (Oregon Prevailing Wage Rate Publications).

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.

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 wage rates for modifications and amendments up to Bid Opening. The applicable Davis-Bacon and BOLI wage rates will be included in the Contract.


MULTNOMAH COUNTY

SPECIAL PROVISIONS

FOR

BRIDGE REHABILITATION  
MORRISON ST: MORRISON (WILLAMETTE RIVER)  
BRIDGE (PORTLAND) PROJECT  
S.E. MORRISON ST. / S.E. BELMONT ST.  
MULTNOMAH COUNTY

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p> 	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for traffic control. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00220, 00221, 00222, 00223, 00224, 00226, 00228, and 00270.</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST


MULTNOMAH COUNTY

SPECIAL PROVISIONS

FOR

BRIDGE REHABILITATION  
MORRISON ST: MORRISON (WILLAMETTE RIVER)  
BRIDGE (PORTLAND) PROJECT  
S.E. MORRISON ST. / S.E. BELMONT ST.  
MULTNOMAH COUNTY

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p>  <p>EXPIRES: DEC. 31, 2024</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for temporary work access and containment, contaminated materials, construction survey work, and Bridge No. 02758A and 08589 rehabilitation. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00253*, 00296, 00530, 00538, 00542, 00555, 00560*, 00567, 00585, 00594*, and 02440.</p> <p>*POR for Structure Number 08589 &amp; 02758A</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST




MULTNOMAH COUNTY

SPECIAL PROVISIONS

FOR

BRIDGE REHABILITATION  
MORRISON ST: MORRISON (WILLAMETTE RIVER)  
BRIDGE (PORTLAND) PROJECT  
S.E. MORRISON ST. / S.E. BELMONT ST.  
MULTNOMAH COUNTY

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p>  <p>EXPIRES: JUNE 30, 2026</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for temporary work access and containment, and Structure No. 02758 rehabilitation. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00253*, 00305, 00560*, and 00594*.</p> <p>*POR for Structure Number 02758</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST


MULTNOMAH COUNTY

SPECIAL PROVISIONS

FOR

BRIDGE REHABILITATION  
MORRISON ST: MORRISON (WILLAMETTE RIVER)  
BRIDGE (PORTLAND) PROJECT  
S.E. MORRISON ST. / S.E. BELMONT ST.  
MULTNOMAH COUNTY

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p>  <p>EXPIRES: JUNE 30, 2026</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Bridge No. 02758 lift span motor refurbishment. Modified Special Provisions were prepared by me or under my supervision.</p> <p><b>Section 01500</b></p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

## WORK TO BE DONE

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

1. Install near surface mounted titanium alloy bars on crossbeams B1, B4, and B7 for Structure No. 02758A and M1, M2, M5, and M20 for Structure No. 08589;
2. Install steel bearing stiffener strengthening at Bent B7 for Structure No. 02758A;
3. Repair concrete spalls and delamination at Bent B23 for Structure No. 02758A;
4. Repair externally mounted post-tensioning rod sheathing at Bent M22 for Structure 08589;
5. Replace bridge deck expansion joints at Bent B23 for Structure No. 02758A;
6. Bridge electrical motor refurbishment of three electrical motors (located at the northeast, southeast, and northwest corners of the lift span) for Structure No. 02758;
7. Shim live load bearings (four locations) for Structure No. 02758; and
8. 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 2024 edition of the "Oregon Standard Specifications for Construction" and the "General Conditions for Construction for Multnomah County" (2024), hereafter referred to as "General Conditions", as modified by these Special Provisions, available at <https://multco.us/specs>. All Sections in Part 00100 of the General Conditions 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.

## SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the General Conditions and modify as follows:

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

- American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)
- EquipmentWatch  
[www.equipmentwatch.com](http://www.equipmentwatch.com)
- Multco General Conditions  
<https://multco.us/specs>
- Multco Marketplace  
<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=Multnomah>

- ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)
- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)
- ODOT Construction Surveying Manual for Contractors  
[www.oregon.gov/ODOT/ETA/Documents\\_Geometronics/Construction-Survey-Manual-Contractors.pdf](http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf)
- ODOT Estimating  
[www.oregon.gov/ODOT/Business/Pages/Steel.aspx](http://www.oregon.gov/ODOT/Business/Pages/Steel.aspx)
- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight" (Form No. 734-2357)  
[www.oregontruckingonline.com/cf/MCAD/pubMetaEntry/restriction/](http://www.oregontruckingonline.com/cf/MCAD/pubMetaEntry/restriction/)
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms  
[www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx](http://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](http://www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx)
- ODOT Procurement Office - Construction Contracts Unit prequalification forms  
[www.oregon.gov/odot/business/procurement/pages/bid\\_award.aspx](http://www.oregon.gov/odot/business/procurement/pages/bid_award.aspx)
- ODOT Traffic Control Plans Unit  
[www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx)
- ODOT Traffic Standards  
[www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx)
- Oregon Legislative Counsel  
[www.oregonlegislature.gov/lc](http://www.oregonlegislature.gov/lc)
- Oregon Secretary of State: State Archives  
[sos.oregon.gov/archives/Pages/default.aspx](http://sos.oregon.gov/archives/Pages/default.aspx)

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

Comply with Section 00120 of the General Conditions and modify as follows:

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

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

[ODOTProcurementOfficeConstruction@odot.oregon.gov](mailto:ODOTProcurementOfficeConstruction@odot.oregon.gov).

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

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

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

**00120.05 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:

"Bridge Rehabilitation  
 Morrison St: Morrison (Willamette River)  
 Bridge (Portland) Project  
 S.E. Morrison Street/ S.E. Belmont Street  
 Multnomah County November 2024"

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

Certain Specifications included in the Project require additional experience or personnel qualifications. Refer to the subsection requirements that may affect bidding considerations, including but not limited to the following:

<b>Subsection</b>	<b>Title</b>
00296.30	Personnel Qualifications
00538.30	Personnel Qualifications
00542.30	Welders
00555.30	Personnel
00560.30	Personnel Qualifications
00585.30	Personnel Qualifications
00594.30	Quality Control Personnel
01500.35	Personnel Qualifications

Add the following to the end of this subsection:

The Agency will hold a **mandatory** prebid meeting by videoconference for all holders of Solicitation Documents on Tuesday November 5<sup>th</sup> at 1:30 p.m.

Video call link: <https://meet.google.com/cqh-bvrf-mqa>

Or dial: (US) +1 442-321-0709 PIN: 463 973 248#

More phone numbers: <https://tel.meet/cqh-bvrf-mqa?pin=4760576851001>

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

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

Information distributed, statements made or responses given to questions, by the Agency's representatives at the prebid meeting will not in any way alter or affect any of the provisions contained in the Solicitation Documents or Contract requirements and will not be binding upon the Agency unless confirmed by Addenda.

**00120.40(b) Bidding Considerations** – Add the following to the end of the list:

00160.20(d) Build America Buy America Act Requirements.

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

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

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

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

## **SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

Comply with Section 00130 of the General Conditions and modify as follows:

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

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

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

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

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

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

### **SECTION 00140 - SCOPE OF WORK**

Comply with Section 00140 of the General Conditions.

### **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the General Conditions and modify as follows:

**00150.15(b) Agency's 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's 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).

**00150.50(c) Contractor's Responsibilities** – Replace the bullet that begins “In addition to the notification required...” with the following bullet:

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

Add the following subsection:

**00150.50(f) Utility Information (No Anticipated Relocations)** - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall

contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

**Table 00150-1**

<b>Utility</b>	<b>Contact Person's Name, Address, Email, and Phone Number</b>
Multnomah County Bridge Section	Fred Weber, 1403 SE Water Ave, Portland OR 97214, <a href="mailto:Fred.weber@multco.us">Fred.weber@multco.us</a> , (503) 539-9616
City of Portland Signals Street Lights ITS	Charles Radosta, 1120 SW 5 <sup>th</sup> Ave, Suite 1331, Portland OR 97204, <a href="mailto:charles.radosta@portlandoregon.gov">charles.radosta@portlandoregon.gov</a> , (503) 823-8133
Portland General Electric	Benjamin Baker, 121 SW Salmon St., Portland OR 97204 <a href="mailto:Benjamin.Baker@pgn.com">Benjamin.Baker@pgn.com</a> , (503) 333-7509
Lumen/Century Link	Scott Wynkoop, 1335 NW Northrup St, Portland OR 97209 <a href="mailto:relocations@lumen.com">relocations@lumen.com</a> (877) 366-8344
Comcast Cable	Todd Royer, 4975 SE Division St, Portland OR 97206 <a href="mailto:Todd_Royer@comcast.com">Todd_Royer@comcast.com</a> 971-777-0972
Verizon/MCI	Cindy Thompson, 10103 NE Cascades Pkwy, Building N, Portland OR 97220 <a href="mailto:investigations@verizon.com">investigations@verizon.com</a> (800) 624-9675
Zayo FNA AboveNet	Brian Davidson, 18110 SE 34 <sup>th</sup> St Building One, Suite 100, Vancouver, WA 98683 <a href="mailto:brian.davidson@zayo.com">brian.davidson@zayo.com</a> (443) 403-2023
NW Natural	Jeremy Lorence, 220 NW 2 <sup>nd</sup> Ave, Portland OR 97209 <a href="mailto:Jeremy.Lorence@nwnatural.com">Jeremy.Lorence@nwnatural.com</a> (971) 563-7086
Oregon DOT Electrical	Duc Phan, 123 NW Flanders, Portland OR 97209 <a href="mailto:duc.v.phan@odot.oregon.gov">duc.v.phan@odot.oregon.gov</a> (971) 673-6201
City of Portland Sewer-Storm, Portland Wtr-Int City Limits	Jamie Wilde 1120 SW 5 <sup>th</sup> Avenue, Portland OR 97204 <a href="mailto:Jamie.Wilde@portlandoregon.gov">Jamie.Wilde@portlandoregon.gov</a> ,



	<a href="mailto:WBMAPS@portlandoregon.gov">WBMAPS@portlandoregon.gov</a> (503) 823-4874
TriMet	Tim Bacci, 4012 SE 17 <sup>th</sup> Avenue, Portland OR 97202 <a href="mailto:baccitim@trimet.org">baccitim@trimet.org</a> (503) 724-1324

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. Utilities may require an on-site observer, at no cost to the Contractor.

**City of Portland, PGE - Power Suppliers -**

Overhead energized power lines, such as for City of Portland Streetcar, are near portions of the Work. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work. If you will be working within 5 feet of the City of Portland Streetcar trackway or 10 feet of the overhead contact wire, you will need a Track Access Permit from Portland Streetcar (<https://www.portland.gov/transportation/permitting/streetcar-track-access-permit>).

The Contractor shall maintain at least 10 feet of safety clearance from energized power lines. Exceptions require written approval from Power Supplier(s) and will require an on-site safety watcher at no cost to the Contractor. The Contractor shall provide the Engineer with a copy of the written approval of exception before beginning Work. If you will be working within 5 feet of the City of Portland Streetcar trackway or 10 feet of the overhead contact wire, you will need a Track Access Permit from Portland Streetcar (<https://www.portland.gov/transportation/permitting/streetcar-track-access-permit>).

**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.

**00150.91 Post-Construction Review -** Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall attend a Post-Construction Review meeting to be held by the Agency prior to issuance of Third Notification but not earlier than 45 Days following the date of Second Notification. The time and place of this meeting will be announced by the Engineer at least 15 Days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects. The Contractor's attendance at the Post-Construction Review meeting is mandatory.

## SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions and modify as follows:

**00160.20 Preferences for Materials** - Add the following paragraph to the beginning of this subsection:

Section 1518 of Moving Ahead for Progress in the 21st Century Act provides that Buy America applies to all Contracts eligible for federal assistance under Title 23, United States Code, included within the scope of an applicable National Environmental Policy Act (NEPA) finding, determination or decision, regardless of the funding source of such Contracts, where at least one Contract is funded with Title 23 funds. This Contract includes Title 23 funds under such a NEPA finding, determination or decision and Buy America under subsection (a) and Build America Buy America under subsection (d) apply to this Contract.

**00160.20(a) Buy America** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall limit the quantity of foreign Materials incorporated into the Work as follows. Section 635.410 of Title 23, Code of Federal Regulations, and the Intermodal Surface Transportation Efficiency Act require that all iron or steel manufacturing processes, including, without limitation, the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States, unless the cost of foreign-origin iron or steel Materials does not exceed one-tenth of one percent (0.1%) of the Contract Amount or \$2,500, whichever is greater. Buy America requirements apply to any steel or iron component of a manufactured product regardless of the overall composition of the manufactured product (e.g., Buy America applies to the steel wire mesh or steel reinforcing components of a precast reinforced concrete pipe). The Contractor shall not incorporate foreign-origin iron or steel Materials in excess of this amount into the Project. All foreign-origin iron or steel Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic iron or steel Materials at the Contractor's expense. For purposes of this Specification, the cost of foreign-origin iron or steel Materials shall be the value of the iron or steel products as of the date they are delivered to the Project Site.

Manufacturing processes include without limitation the casting of ingots and the application of coatings to finished iron or steel products or components. Coatings include epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the steel or iron product or component. The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any iron or steel products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all domestic iron or steel Materials for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

The Contractor shall include this provision in all subcontracts.

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

The Contractor shall comply with the Build America Buy America Act and implementing regulations (Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, Sections 70901-70941).

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

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

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

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

Manufactured products assembled outside the Project Site are not subject to the Build America Buy America requirements. Manufactured products means articles, materials, or supplies that have been:

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

The USDOT issued a Public Interest Waiver for De Minimis Costs and Small Grants. The final waiver can be viewed here:

<https://www.federalregister.gov/documents/2023/08/16/2023-17602/waiver-of-buy-america-requirements-for-de-minimis-costs-and-small-grants> and this waiver applies to Materials covered by the Build America Buy America Act.

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

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

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

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

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

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

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

The Contractor shall include this provision in all subcontracts.

**00160.21 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>

<https://www.fhwa.dot.gov/construction/cqit/cargo/ga.cfm>.

## **SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the General Conditions and modify as follows:

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

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

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

Comply with Section 00170 of the General Conditions and modify as follows:

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.

**00170.61(a) Workers' Compensation** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

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

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

**00170.70(a) Insurance Coverages** -

Add the following to the end of this subsection:

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

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
Workers' Compensation	\$500,000	(Aggregate limit not required)
Commercial General Liability	\$2,000,000	\$5,000,000
<ul style="list-style-type: none"> <li>• With Contractual Liability Railroads CG 24 17 Endorsement or equivalent coverage</li> </ul>		
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)
Pollution Liability	\$1,000,000	\$2,000,000
<ul style="list-style-type: none"> <li>• With Lead Liability Endorsement or separate coverage.</li> </ul>		
Commercial Automobile Liability with Pollution Coverage	\$2,000,000	(aggregate limit not required)

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

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

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

Add the following as Additional Insureds under the Contract:

- The City of Portland and its officers, agents, and employees;
- Portland City Council;
- Multnomah County and its officers, agents, and employees;
- Multnomah County Board of Commissioners; and
- Jacobs Engineering Group, Inc.

**00170.70(g) Certificate(s) of Insurance** - Replace the bullet that begins "List the "State of Oregon..." with the following bullet:

- List the "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, Multnomah County, Multnomah County Board of

Commissioners, Jacobs Engineering Group, Inc., and all their respective officers, members, agents and employees” as a Certificate holder and endorse as an Additional Insured;

The policy shall include as loss payee, the Agency and Multnomah County

**00170.72 Indemnity/Hold Harmless** - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- The City of Portland and its officers, agents, and employees;
- Portland City Council;
- Multnomah County and its officers, agents, and employees;
- Multnomah County Board of Commissioners; and
- Jacobs Engineering Group, Inc.

### **SECTION 00180 - PROSECUTION AND PROGRESS**

Comply with Section 00180 of the General Conditions and modify as follows:

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

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

Add the following subsection:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Time .....	00180.50(h)
Closed Lanes .....	00220.40(e)(1)
Special Events .....	00220.40(e)(2)(b)
Limited Duration Road Closure .....	00220.40(f)
Noise Control .....	00290.32

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

**00180.41 Project Work Schedules -**

After the paragraph that begins "One of the following Type..." add the following paragraph:

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

Add the following subsection:

**00180.50(h) Contract Time** - There is one Contract Time on this Project as follows: Complete all Work to be done under the Contract not later than **October 31, 2025**.

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

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$3,500 per Calendar Day \*.

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

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).

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).

Add the following subsection:

**00180.85(e) Traffic Delays Beyond 20 Minutes** - Stopping or holding vehicles 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 is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes. Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).



## SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

## SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions and modify as follows:

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

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

**00195.50(c)(1) Cash, Alternate A** – Replace this subsection, except for the subsection number and title, with the following:

Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

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

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

**00195.50(c)(2) Cash, Alternate B (Retainage Surety Bond)** - Replace this subsection, except for the subsection number and title, with the following:

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

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

according to ORS 279C.570. Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

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

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

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

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

**00195.50(c)(3) Bonds, Securities, and Other Instruments** - Replace this subsection, except for the subsection number and title, with the following:

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

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

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

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

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

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

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

Comply with Section 00196 of the General Conditions.

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

Comply with Section 00197 of the General Conditions and modify as follows:

**00197.20(e) Standby Time** - Replace this subsection, except for the subsection number and title, with the following:

If ordered by the Engineer, standby time will be paid at 50% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

**00197.80 Percentage Allowances** - Replace the table that shows Subsection and Percent with the following:

<b>Subsection</b>	<b>Percent</b>
00197.10 Materials	19
00197.20 Equipment	19
00197.30 Labor	29
00197.40 Special Services	19

Replace the paragraph that begins "When a Subcontractor performs ordered..." with the following paragraph:

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 10% on each Force Account Work order.

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

Comply with Section 00199 of the General Conditions.

### **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

### **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications and modify as follows:

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

- Provide a licensed tow truck service for responding to stranded or disabled vehicles within the Project limits. Provide the tow truck service during the hours designated in 00220.40(h), and as directed by the Engineer; and
- Allow County personnel access for bridge operations, routine maintenance, and emergency repairs.

**00220.02(b) Temporary Pedestrian Accessible Route Plan** - Add the following bullet to the end of the bullet list:

- For an active Work Area controlled at each end by flaggers and pilot car, provide transportation for pedestrians and bicyclists through the active Work Area according to Section 00223 and Section 00228.

**00220.03(b) Closures** - Add the following bullets to the end of the bullet list:

- Interstate Highway and Highway Ramps – Pacific Highway (I-5), Pacific Highway (I-5) ramps, Columbia River Highway (I-84), and Columbia River Highway (I-84) ramps – Obtain written approval from ODOT for ramp and lane closure timeframes and the type and location of traffic control devices located on ODOT rights-of-way; fill out and submit a completed copy of the "Application and Permit to Occupy or Perform Operations Upon a State Highway" form (Form No. 734-3457), available from the ODOT Oregon Trucking Online website (see 00110.05(e)), at least 35 Calendar Days before lane or ramp closure;

- Bus Stops – Provide a minimum of 14 days’ notice before closing, relocating, or modifying a TriMet bus stop. The TriMet Field Operations Coordinator must also be notified by e-mail at foc@trimet.org. For bus zones to be temporarily relocated purchase a parking removal Street Use Permit at least 14 days prior to relocating the bus stop; and
- Transit – For any minor impacts to transit, advance notification should be provided to TriMet at least 14 calendar days before start of work. Contact Field Operations at 503-962-4949 and foc@trimet.org to determine required accommodations for the impacts. Examples of minor impacts include closing, relocating, or modifying a bus stop. For any major impacts to transit, advance notification should be provided to TriMet at least six months before start of work. Contact TriMet Field Operations at 503-962-4949 and foc@trimet.org to coordinate a re-route or determine required accommodations for the impacts. Examples of major impacts include extended service closures and reroutes.

Add the following subsections:

**00220.03(c) Bridge Operations Communications Protocol** - Submit to the Engineer in writing, for approval, a communication protocol that includes the following:

- Minimum 48 hour advanced notice prior to bridge operation;
- Minimum 24 hour confirmation notice prior to bridge operation;
- Minimum 2 hour allowance of lead time for the bridge operator to show up on site for contractor requested bridge lifts;
- Maximum 4 hour time limit to ensure all safety precautions are met for vessel requested bridge lift;
- Safety precautions for ensuring all materials, equipment, personnel, etc., are secured and/or out of the dynamic envelop of the operating span; and
- Provisions for accommodating bridge operator access to the operators building.

The Contractor shall coordinate with the Engineer and Multnomah County’s bridge maintenance personnel to develop the Bridge Operations Communication Protocol to be followed by the Contractor’s personnel when performing all construction activities on the bridge.

The Contractor shall review and comply with all requirements in the document Multnomah County Dept. of Community Services – Transportation – Control of Hazardous Energy (Lockout/Tagout) Program. The Contractor shall incorporate the Lockout/Tagout requirements into the Bridge Operations Communication Protocol.

A Bridge Operations Communication Protocol Meeting shall be held to discuss the existing bridge operating conditions, maintenance lockout procedures, and the activities at each location where specific work is to be performed, and each specific work task that is to be performed. Those attending shall include:

- (Representing the Contractor): The superintendent, on-site supervisors, all Primary Contractor Contacts, and all foremen responsible for on-site supervision of the rehabilitation work on the bridges, and

- (Representing Multnomah County): The Project Engineer, key inspection assistants, and Multnomah County's bridge maintenance personnel.

The Contractor shall submit a Working Drawing that indicates the location of all activities outlined in the Bridge Operations Communication Protocol.

The Contractor shall provide all equipment, locks, keys, labels, and other security hardware required to implement the Bridge Operations Communication Protocol.

When the Bridge Operations Communication Protocols are in place, a weekly coordination meeting is required to coordinate the Work with the Engineer and County's bridge maintenance personnel activities. Required attendees include key Contractor personnel, the Engineer, and the County's personnel.

The Contractor shall not begin work activities on the bridge until the Contractor's Bridge Operations Communication Protocol and Working Drawing submittals are accepted by the Engineer. The Contractor shall ensure that the Bridge Operations Communication Protocol are completed prior to the beginning and the end of each work shift.

**00220.03(d) Maritime Restriction** - Submit to the Engineer, in writing, for approval, all proposed changes to the clearance or restrictions to the operation of the bridge lift spans and the exact dates of restriction, a minimum of 180 calendar days before reducing the clearance or restricting the bridge lift operation.

**00220.03(e) ODOT Right-Of-Way Permit** – Permit Number T2BM48676 to occupy a 65'x120' (7800SF) area of the ODOT property adjacent to Bent M5 of the Morrison Viaduct (Structure No. 08589), has been obtained for the project. Notify Multnomah County and Jim Bailey at 971-673-6200 or [D2Bup@odot.state.or.us](mailto:D2Bup@odot.state.or.us) at least 48 hours prior to beginning work on the ODOT property and abide by all terms and conditions of this permit

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

Traffic Lanes may be closed on Pacific Highway (I-5) when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

**Single Lane Closures –**

One Traffic Lane in each direction on the Pacific Highway (I-5) may be closed nightly during the following times:

- Friday night through Saturday morning, between 10 p.m. and 6 a.m.;
- Saturday night through Sunday morning, between 10 p.m. and 7 a.m.; and/or
- Sunday night through Monday morning, between 10 p.m. and 5 a.m.

One Traffic Lane on the I-5 Northbound to I-84 Eastbound (Columbia River Highway Connection 1) may be closed nightly during the following times:

- Friday night through Saturday morning, between 11 p.m. and 6 a.m.;
- Saturday night through Sunday morning, between 11 p.m. and 7 a.m.; and/or
- Sunday night through Monday morning, between 11 p.m. and 5 a.m.

Traffic Lanes under City of Portland jurisdiction shall follow the requirements of 00220.40(e)(3).

Traffic Lanes under Multnomah County jurisdiction shall follow the requirements of 00220.40(e)(4).

**00220.40(e)(2)(b) Special Events** - Add the following to the end of this subsection:

The following special events will occur during this Project:

- Shamrock Run, second or third weekend in March;
- Portland International Raceway, first week in April;
- Cinco de Mayo, typically May 2 – 5;
- Doggie Dash, second weekend in May;
- March for Babies, typically in June;
- AHA Hear & Stroke Walk, typically in June;
- Rose Festival, typically first two weeks in June;
- Pride NW, second or third weekend in June;
- Blues Festival, first week in July;
- Brewers Fest, third or fourth weekend in July;
- Providence Bridge Pedal, Sunday in the second week of August;
- Hood to Coast, weekend before Labor Day;
- DragonSports, second weekend in September;
- Feast Portland, third weekend in September;
- Race for the Cure, fourth weekend in September;
- Portland Marathon, first Sunday in October; and
- Holiday Moratorium, Friday before Thanksgiving through January 3.

Events and dates are subject to change. Confirm all event dates with the Engineer and contact the Engineer for coordination of work.

Do not close any travel lanes, parking lanes, or sidewalks (beyond those approved traffic control configurations shown) during the preceding special events without prior approval by the City and County Special Events permitting. Events and dates are subject to change. Contact City Special Events Coordinator at 503-823-5185 and County Special Events Permitting Specialist at 503-708-0740 for verification of dates and coordination of Work.

Rose Quarter Special Events (Moda Center and Memorial Coliseum) – Do not close any traffic lanes on I-5 and ramps 60 minutes before and 60 minutes after major events, at either the Moda

Center or Memorial Coliseum. Coordinate and obtain schedule of events for each venue. Major events for each venue include:

- Portland Trailblazer Games; and
- Major Concerts with expected attendance greater than 10,000.

Add the following subsection:

**00220.40(e)(3) City of Portland Streets** - Do not close any additional traffic lanes (beyond those approved traffic control configurations shown) and remove all barricades and objects from City of Portland streets between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m. Monday through Friday, unless otherwise approved by the City of Portland as required by 00220.03(b). Obtain Temporary Street Use Permit (TSUP) from the City of Portland prior to using the public right of way, including parking, sidewalk, lane and street closures. Follow the City of Portland's procedure to Coordinate traffic impacts from work outside of Portland jurisdiction as described on their website:

- [www.portland.gov/transportation/permitting/submit-traffic-control-plan-coordination-review](http://www.portland.gov/transportation/permitting/submit-traffic-control-plan-coordination-review).

Do not open, close, or block any roadway, on-street parking or sidewalk in the core area, including road and lane closures as shown on the traffic control plans, and principal streets as identified on the City moratorium map during the following moratorium times:

- Holiday Moratorium - Between 6:00 p.m. on the Friday before Thanksgiving and 11:59 p.m. on January 3; and
- Rose Festival Moratorium - Typically during the first two weeks of June.

Due to special conditions, work during these times in the sidewalk or roadway must first be approved by Portland's Bureau of Transportation and, in most cases, must be reviewed by the Moratorium Committee before authorization by permit or agreement will be issued. All requests must be submitted using the Holiday and Rose Festival Moratorium Exemption Request Form which is to be emailed to the Moratorium Committee at PBOTCBD@portlandoregon.gov. The Committee meets approximately once a week during the month before and during the moratorium.

The Contractor will be permitted to close the Morrison Street Bridge Ramp onto Martin Luther King Jr Blvd (99E South) as shown. Contractor shall follow restrictions as required in 00220.40(e)(3).

Add the following subsection:

**00220.40(e)(4) Multnomah County Streets** - Do not close any additional traffic lanes (beyond those approved traffic control configurations shown) and remove all barricades and objects from Multnomah County streets and structures between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m. Monday through Friday, unless otherwise approved by Multnomah County as required by 00220.03(b).

Do not open, close, or block any roadway, on-street parking or sidewalk in the core area, including road and lane closures as shown on the traffic control plans, and principal streets as identified on the City of Portland moratorium map during the following moratorium times:



- Holiday Moratorium - Between 6:00 p.m. on the Friday before Thanksgiving and 11:59 p.m. on January 3; and
- Rose Festival Moratorium - Typically during the first two weeks of June.

Due to special conditions, work during these times in the sidewalk or roadway must first be approved by Multnomah County and Portland's Bureau of Transportation and, in most cases, must be reviewed by the Moratorium Committee before authorization by permit or agreement will be issued. All requests must be submitted using the Holiday and Rose Festival Moratorium Exemption Request Form which is to be emailed to the Moratorium Committee at PBOTCBD@portlandoregon.gov. The Committee meets approximately once a week during the month before and during the moratorium.

Add the following subsection:

**00220.40(f) Limited Duration Road Closure –**

For all limited duration road closures, the Contractor shall follow the requirements of 00220.40(b) for detours as shown on approved traffic control configurations.

**Limited Duration Morrison Bridge Closure**

The Contractor will be permitted to close all Traffic Lanes on Morrison Street Bridge and I-5 ramps as shown for a period not to exceed the following:

- Between 10:00 p.m. Friday and 5:00 a.m. Monday for a maximum of three (3) consecutive weekend closures.

The Contractor will be permitted to close the following entrance and exit ramps for the Morrison Street Bridge full closure at the same times described above:

- Pacific Highway (I-5) Southbound Exit Ramp to Morrison Street Bridge Westbound (Columbia River Highway Connection 7);
- Morrison Street Bridge Eastbound (Columbia River Highway Connection 3) Entrance Ramp to Pacific Highway (I-5) Northbound;
- Morrison Street Bridge Eastbound (Columbia River Highway Connection 5) Entrance Ramp to Columbia River Highway (I-84) Eastbound;
- SE Morrison Street Westbound Entrance Ramp onto Morrison Street Bridge;
- Morrison Street Bridge onto SE Belmont Street Eastbound Exit Ramp;
- Morrison Street Bridge onto SE Water Avenue Eastbound Exit Ramp;
- SW Naito Parkway Eastbound Entrance Ramp onto Morrison Street Bridge;
- SW Alder Street Eastbound Entrance Ramp onto Morrison Street Bridge;
- Morrison Street Bridge onto SW Washington Street Westbound Exit Ramp; and
- SW Naito Parkway Westbound Exit Ramp from Morrison Street Bridge.

Do not close the road and ramps until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure.

The road and ramp closures will not be allowed until the area and detour routes are signed according to the TCP and the requirements of Section 00221 and Section 00222.

Add the following subsection:

**00220.40(h) Tow Truck Operating Hours** - During times a lane is closed on the Pacific Highway (I-5) or Columbia River Hwy Connection 1 (Ramp from I-5 NB to I-84 EB), provide an operated tow truck within the Project limits meeting the requirements of 00223.28. Use the operated tow truck to keep the open traffic lanes of I-5 and Ramp from I-5 NB to I-84 EB unobstructed and open to traffic. During traffic lane closures on I-5 and Ramp from I-5 NB to I-84 EB, do not remove the operated tow truck from the Project or use the operated tow truck other than to keep the traffic lanes of I-5 and Ramp from I-5 NB to I-84 EB open, unless otherwise approved or directed.

**00220.40(i) River Traffic Restrictions** –The Morrison Bridge has moveable bascule spans that the County opens to accommodate river traffic. Comply with all U.S. coast Guard (USCG) regulations and deviation requirements.

Keep operable lift spans clear of all materials, equipment and personnel that would prevent the County from complying with the regular operating schedule in accordance with USCG regulations. Securely attach all temporary installations, including but not limited to surface mounted tubular markers, temporary guardrail, temporary decks surfacing and temporary access platforms to enable raising and lowering of the operable lift span(s). No stockpiled material, equipment or personnel may ride the lift span(s) on a raising/ lowering cycle.

For the Work on this Project, the bascule spans will be in the operating condition described below:

Two bascule spans functioning (normal) – During all times of this Contract, the Contractor shall comply with the operating rules for bridge openings to accommodate river users as stated in USCG rules and regulations. During periods of normal bridge operation (Monday through Friday between 8 a.m. to 5 p.m.), the leaves of the lift span are raised for river traffic with approximately one-hour notice. During times outside of normal bridge operation, mariners will typically provide a two-hour notice. During Rose Festival and periods where the water is above elevation 12-feet (Columbia River Datum) = 15.23 feet (City of Portland Datum), no notice is required. On average, the Morrison Bridge opens for river traffic every Tuesday, Thursday, and Saturday before 7:00 a.m. Plan and schedule activities on the lift spans to accommodate openings of both leaves upon receiving notice from the County or Engineer. See 00220.03c.

Add the following subsection:

**00220.45 Load Restrictions on Bridges** -

For Structures No.s 02758, 02758A, and 08589, limit the combined weight of Equipment, vehicles, and supplies placed in a closed Traffic Lane or Shoulder on the Bridge according to 00253.46.

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

Comply with Section 00221 of the Standard Specifications and modify as follows:

**00221.06 Traffic Control Plan (TCP)** - Replace this subsection with the following subsection:

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

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

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

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

The Engineer is not obligated to consider any modified Agency TCP or a TCP developed by the Contractor. The Agency will not be liable to the Contractor for failure to accept or act upon any request for a modified Agency TCP or a TCP developed by the Contractor.

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

If requesting a Contractor-modified Agency TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
  - Details and features used to provide pedestrian accessibility;
  - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet; and
  - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic;
- Proposed order and duration of the TCM; and
- A detailed temporary striping plan.

If the Contractor's request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor is approved in whole or in part, acceptance will be made by a Change Order.

The Engineer will establish prices that represent a fair measure of the value of Work to be added, changed, or deleted as a result of any accepted modifications to the Agency TCP or an accepted TCP developed by the Contractor.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

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

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

**(2) Signs** - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

**00221.90(b) Temporary Protection and Direction of Traffic** – Replace the bullet that begins “Providing, Surfacing, maintain...” with the following bullet:

- Providing, surfacing, maintaining, removing, and restoring the TPAR.

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

Comply with Section 00222 of the Standard Specifications and modify as follows:

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

- At least ten Calendar Days before closing the following sidewalks, place a “SIDEWALK CLOSED, Full Time” (CW114) 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.
  - Sidewalk(s) at SE Morrison St on the north and south sides between SE MLK Jr. Blvd and SE 3rd Ave.;

- Sidewalks at SE MLK Jr. Blvd on the east and west side between SE Belmont St and SE Alder St.;
  - Sidewalks at SE Belmont St on the north and south sides between SE Water Ave and the railroad;
  - Sidewalks at SE Belmont St on the north and south side between SE 3rd Ave and SE MLK Jr. Blvd. and
  - Sidewalks on Morrison Bridge on the north and south side between SW Alder St / SE Naito Parkway and SE Water Ave.
- 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;
  - At least ten Calendar Days prior to the start of work, place a “SIDEWALK OPEN” (CW11-3) sign in advance of each end of the Work Area. 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 support such that it narrows the pedestrian pathway to a width less than 4 feet;
  - Before starting work, place pedestrian-specific TCM as shown in the TCP, or as directed. Maintain “SIDEWALK OPEN” (CW11-3) signs while work is affecting the pedestrian pathway;
  - Place a “PEDESTRIANS ON ROADWAY” (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed;
  - 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;
  - When the horizontal clearance for the Roadway is less than 19 feet, install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the Roadway. Locate these horizontal clearance signs as shown or as directed;
  - Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic
  - Install a 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) sign on rigid substrate on the back of all Material or Equipment delivery vehicles.

Add the following sentence to the end of the paragraph that begins "Temporary signs will...":

No measurement of quantities will be made for “CONSTRUCTION VEHICLE DO NOT FOLLOW” (CW23-14) signs.

Add the following to the end of this subsection:

Payment will be made for not more than 3 sets of Work Area signs. All additional sets of Work Area signs will be at no additional cost to the Agency.

No separate or additional payment will be made for furnishing, installing, and maintaining 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs. Payment will be included in 00221.90(b).

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

Comply with Section 00223 of the Standard Specifications and modify as follows:

Add the following subsection:

**00223.28 Tow Truck** - Use a Class "B" tow truck conforming to the following:

- 17,000 pounds minimum manufacturers gross vehicle weight rating;
- 10 Ton boom rating - dual or single boom;
- Single or tandem rear axle with dual wheels;
- Minimum 150 feet of 7/16" cable;
- In good operating condition;
- Equipped with roof or post mounted rotating red or amber lights or strobe lights that are visible for 360°;
- Equipped with all Equipment and materials necessary to perform the required operation; and
- Portable, self-contained two-way radio and repeaters, as required, with a range suitable for communication throughout each Work Zone, unless otherwise directed.

Add the following subsection:

**00223.38 Tow Truck Operator** - Provide a tow truck operator who has:

- The mental and physical ability to safely operate the tow truck;
- The training and experience required to operate the tow truck;
- ANSI Performance Class 2 or 3 upper body garment to be worn while on the Roadway retrieving a disabled vehicle; and
- Valid Commercial Driver License.

Add the following subsection:

**00223.48 Tow Truck** - Position the tow truck in a location as directed. Use the tow truck to remove disabled vehicles from the Traffic Lanes as needed. Tow the vehicles to the nearest off-ramp and out of traffic, or to an alternate site previously arranged with the Engineer. Return the tow truck immediately to the assigned station.

Add the following subsection:

**00223.80(b)(6) Tow Truck** - The quantity for tow trucks will be measured on the time basis, of the actual number of hours tow trucks are operated.

**00223.90 Payment** - Add the following Pay Item(s) to the Pay Items list:

- (i) ..... Tow Truck Hour

Payment for item (i) performed beyond the quantity shown in the Contract Schedule of items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the Work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the Work, payment for the Additional Work will be made according to 00195.20.

Item (i) includes fully operated tow truck, two-way radios, and warning lights on each vehicle.

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

Comply with Section 00224 of the Standard Specifications.

### **SECTION 00226 - TEMPORARY ROADSIDE BARRIERS AND IMPACT ATTENUATORS**

Comply with Section 00226 of the Standard Specifications and modify as follows:

**00226.43 Truck Mounted Attenuator** – Replace the paragraph that begins “When workers or construction Equipment...” with the following paragraphs:

Use a truck mounted impact attenuator (TMA), when workers or construction Equipment are exposed to Public Traffic on a Freeway or Multi-Lane Highway and are not located behind a rigid barrier system, as follows unless otherwise shown or directed:

- Each Shoulder or each lane closure where the preconstruction posted speed is 45 mph or more.

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

Comply with Section 00228 of the Standard Specifications.

### **SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT**

Comply with Section 00253 of the Standard Specifications and modify as follows:

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

On Structure No. 02758, 02758A and 08589, provide temporary work access systems for mechanical and electrical Work and structure rehabilitation Work.

Add the following subsection:

**00253.44 Marine Traffic Restrictions** -

Bridge No. 02758 may not be closed to marine traffic.

Add the following subsection:

**00253.46 Loads Placed on Structure Roadway, Shoulders, and Sidewalks** - When a Traffic Lane, Shoulder or sidewalk is closed the following loading may be applied to the Structures: When a Traffic Lane or Shoulder closures are allowed on Structure Nos. 02758, 02758A, and 08589:

- Equipment, vehicles, and Materials may be placed in the closed:
  - Traffic Lane;
  - Shoulder; or
  - Shared-Use Path.
- Equipment, vehicles, and Materials may NOT be placed in or on:
  - Active Traffic Lane; or
  - Sidewalks.

The combined effect of all loads in the closed area(s) will be limited to the equivalent of:

- Bending moment and maximum shear produced by one lane of ODOT OR Type 3 Legal Truck restricted to 17 tons (westbound) or 20 tons (eastbound) on each span of the Structures.

Load restrictions in traffic lanes, shoulders, and shared-use path may be lifted following completion of Strengthening Work and load posting signs on the structure(s) are updated.

## **SECTION 00270 - TEMPORARY FENCES**

Comply with Section 00270 of the Standard Specifications.

## **SECTION 00290 - ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications and modify as follows:

Add the following subsection:

### **00290.30(a)(7) Water Quality:**

- Do not discharge water contaminated by pollutants including sediment, drilling fluids and waste, concrete, grout, or water contained within a work area isolation, into any waters of the State or U.S. or conveyances draining thereto until it has been treated using Materials such as those listed in 00280.15 or 00280.16 or by pumping to a vegetated upland location. Do not allow Project discharges to increase the concentration of any pollutant in the receiving water to a level that exceeds the limits prescribed by OAR 340-041;
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280;
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch;



- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products, detergents, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives;
- Do not allow curing concrete or grout to be submerged within waters of the State or U.S. less than 24 hours after placement, except within work area isolation. Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line;
- Monitor weather and streamflow forecasts and conditions to anticipate high flows that may unintentionally inundate any portion of the Project Site;
- If high flow conditions occur or are anticipated to occur that may unintentionally inundate any portion of the Project Site, remove all potentially affected Equipment, Materials, and debris from the potential inundation area. Cease Work in the area until water recedes and the risk of further high water events passes. The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources; and
- If Work in or around waters of the State or U.S. violates any permit conditions or any requirement of this subsection, stop such Work and notify the Engineer.

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

Review City of Portland Title 18 which describes noise control regulations. Comply with the applicable noise control requirements of the permit for Project Work.

Copies of the noise variance permit for this Project are available from the Engineer.

**00290.90 Payment** - Add the following paragraph(s) to the end of this subsection:

(Use the following paragraphs when a work containment plan and a work containment system are required.)

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.

## **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 the following Specifications.

Lead, chromium and cadmium based paints coat the concrete on the columns on Bridge No. 02758A and 08589. Analysis of paint samples collected from this Bridge detected concentrations of total lead, cadmium and chromium in the concrete paint indicated in Table 00296-1 below:

**Table 00296-1**

<b>Sample Location and Material</b>	<b>Total Lead (mg/kg)</b>	<b>Total Chromium (mg/kg)</b>	<b>Total Cadmium (mg/kg)</b>
Structure No. 08589; Bent M20 NW Corner, North Column Concrete Paint	102	20.3	ND
Structure No. 08589; Bent M6 NW Corner, North Column Concrete Paint	12.0	ND	ND
Structure No. 08589; Bent M5 SE Corner, South Column Concrete Paint	362	77.5	ND
Structure No. 02758A; Bent B7 NW Corner, South Column Concrete Paint	3,890	ND	7.30
Structure No. 02758A; Bent B6 SE Corner, South Column Concrete Paint	38.7	ND	ND
Structure No. 02758A; Bent B25 NW Corner, North Column Concrete Paint	88.9	11.7	ND

ND = not detected above the laboratory detection limit.

Lead, chromium and cadmium based paints coat the metal on the superstructure on Bridge No. 08589 and 02758A, and on the mechanical and electrical components on Bridge No. 02758. Analysis of paint samples collected from this Bridge detected the concentrations of total lead, cadmium, and chromium in the metal paint indicated in Table 00296-3 below:

**Table 00296-3**

<b>Sample Location and Material</b>	<b>Total Lead (mg/kg)</b>	<b>Total Chromium (mg/kg)</b>	<b>Total Cadmium (mg/kg)</b>
Structure No. 02758; Span 1 Structural Steel Paint*	138,000	3,120	<24.5
Structure No. 02758; Span 2W Structural Steel Paint*	18,200	112	<26.9
Structure No. 02758; Span 2E Structural Steel Paint*	39,500	214	<27.2
Structure No. 02758; Span 3 Structural Steel Paint*	22,000	206	<20.2

ND = not detected above the laboratory detection limit.

\* = Structural steel paint samples collected in 2019 from original (1956) coating system. The original structural steel coating system was removed and replaced on Structure No. 02758 between 2020 and 2023 with an ODOT QPL coating system. Similar concentrations of metals are expected in existing coatings on existing mechanical and electrical components for Structure No. 02758, and on structural steel for Structure 02758A.

The October 12, 2023 GeoEngineers report, titled “Concrete Asbestos and Paint Survey Report”, the December 8, 2023 GeoEngineers report titled “Additional Concrete Asbestos and Paint Survey Report”, and the June 5, 2019 Cascadia Associates, LLC report, titled “Paint Analytical Testing – Morrison Bridge Main Spans Paint Project” documenting these analyses, are 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; and
- 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; and
  - 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.

**00296.43 Painted Metal Management** - Reuse, recycle, or dispose of painted metal according to any of the following:

- **Reuse by Others** - Provide or sell painted non-structural scrap metal to the following:
  - Provide to ODOT for use on other projects;
  - Provide to ODOT Maintenance Section;
  - Provide or sell to other government Agencies; and
  - Provide or sell to contractors for their reuse.

Obtain the recipients signature on the attached disclaimer form, acknowledging their awareness that the scrap metal contains lead, chromium, and cadmium based paint before giving them possession.

- **Recycle at Recycling Facility** - Transport the painted scrap metal along with the paint analytical results to a recycling facility. Obtain the recipients signature on the attached disclaimer form, acknowledging their awareness that the scrap metal contains lead, chromium and cadmium based paint.
- **Dispose of at Landfill** - Dispose of the painted scrap metal at a permitted municipal solid waste landfill or a permitted construction and demolition landfill.

**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.

**00296.46 Hazardous Waste Paint Management** - When hazardous waste paint is separated from its substrate, store all the separated paint waste in labeled, sealed, watertight containers and handle the hazardous waste according to 00290.20(d).

#### **Measurement**

No measurement of quantities will be made for recycling or disposing of painted concrete.

**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.

Specifications Continue. . .

**Attachment**

**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 00305 - CONSTRUCTION SURVEY WORK**

Comply with Section 00305 of the Standard Specifications.

## **SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE**

Comply with Section 00530 of the Standard Specifications.

## **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 consists of locating and repairing damage concrete and reinforcement in Structures, and providing mortar or resin buildup over shallow reinforcement.

#### **00542.01 Definitions:**

**Damaged Concrete** - Concrete that is spalled or delaminated due to corroded reinforcement or metal appurtenances such as bearing devices, drains, and conduits; concrete that is debonded from corroded reinforcing bars; concrete with near-surface rock pockets; unsound or delaminated existing patches; and concrete that has been drilled, excavated, or removed during prior maintenance work or during the Work of this Contract.

**Hand Patch** - Installing hand-troweled repair mortar in concrete cavities up to 0.50 square foot surface area.

**Pumped Repair** - Installing Pumped Repair mortar in concrete cavities greater than 0.50 square foot surface area.

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

**Shallow Rebar** - Steel reinforcement with 1/2 inch or less of concrete cover.

**00542.02 Submittals** - Submit the following at least 21 Calendar Days before beginning concrete repair Work according to 00150.37. Within 21 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".

**(a) Concrete Repair Mortar** - Before concrete repair work submit the following:

- A description of all relevant constituents and properties of the Material. Data published by manufacturer is acceptable unless certifications of the Material characteristics are required by the Specifications;
- For prepackaged products, the manufacturer's certification that the contents include 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;
- The Specifications subsection with which each repair mortar complies; and
- If proposing alternative repair mortar to those specified in 00542.10, test data demonstrating compliance with 00542.10.

For alternate repair mortar submit three 4 by 8-inch cylinders of repair mortar 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 R 39.

Submit records of mix proportions and which mix design was used in each repair location. Maintain and provide records that are complete enough to be able to match repaired areas with the mix records.

**(b) Concrete Repair Procedure** - Prior to beginning Work under this Section, submit a concrete repair procedure that includes the following:

- 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; and
- Plan to maintain records identifying the mix design for each repaired area.

**(c) Repair Damaged Reinforcing Bars** - Submit a plan for accomplishing reinforcing bar repair that includes the following:

- Welder certifications according to AWS D1.4;
- Pre-approved welding procedure specification (WPS) or procedure qualification record / welding procedure specification (PQR/WPS);
- Detailed procedure for electrode control measures; and
- Detailed procedure for achieving, maintaining, and monitoring pre-heat and inter-pass temperatures.

**00542.03 Pre-welding Conference** - Before beginning concrete repair Work, meet with the Contractor's supervisory personnel, concrete repair Subcontractor's supervisory personnel, the Contractor's certified welding inspector (CWI), and the Engineer at a mutually agreed upon time. The pre-welding conference includes discussion of the Contractor's quality control responsibilities, documentation requirements, welding procedures and Equipment, and demonstration of welder skills.



## Materials

### 00542.10 Patch Material:

(a) **Pumped Repair Mortar** - 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 repair mortar 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 C1581, including Appendix; and
- Electrical resistivity in the range of 2,000 to 20,000 ohm-cm.

Submit proposed alternative Materials for approval according to 00542.02.

(b) **Hand Patch Material** - Provide Hand Patching Materials according to 02015.20 or 02015.30. Observe QPL remarks and follow the manufacturer’s recommendation 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 buildup over Shallow Rebar in sound concrete. Furnish a non-conductive resin from the category “Resin Bonded Anchor System” of the QPL, mixed at a 1:1 ratio with clean abrasive blasting Material.

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

**00542.13 Water** - Furnish water according to Section 02020.

**00542.14 Reinforcement and Added Steel** - Furnish ASTM A706 Grade 60 uncoated reinforcing bars conforming to 02510.10. Furnish 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 manufacturer.

**00542.16 Hollow Wall Anchors** - Furnish the following plastic hollow wall anchors:

- ITW Red Head EZP100 Nylon E-Z Drywall Anchor.

### **Labor**

**00542.30 Welders** - Provide certified welders and welding inspectors according to AWS D1.4.

### **Construction**

**00542.40 Work Access, Containment, and 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 or metal appurtenances such as bearing devices, drains, and conduits. Include within the repair boundaries all Damaged Concrete at the edges of spalls;
- All visible unsound patches of Material; and
- 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.

The Contractor is advised that concrete containing Aggregate larger than 2 inches can cause false readings. If no steel is present, readings in such areas should be disregarded.

Investigate all spots of rust visually and with a metal detector to determine if a metallic object is present. If a metal object is present mark the location.

In areas where spalling or delamination is not visually detectable, but is indicated by sounding, use a rebar locator and mark reinforcing bars and their minimum concrete cover. Remove a 4 inch wide (perpendicular to the bar) exploration area centered over the bar. The exploration boundary area shall have an initial length of 8 inches if splitting cracks are present directly over and parallel to reinforcing bar and suggest a potential for corrosion; remove as much splitting crack length as needed until clean bar is exposed. If rust scale or pitting is found on the exposed reinforcing bar, or if the remaining concrete is separated from the bar, mark the Damaged Concrete area for removal.

Do not use internal angles less than 45 degrees in defining the repair boundaries. Make 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 and mark 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** - Sawcut the boundaries of concrete to be removed, to a depth just missing the reinforcing bars with less than 1/2 inch concrete cover or to a minimum of 1/2 inch, whichever is less. Sawcuts shall not overrun at the corners of the marked boundaries. Sawcutting 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 beyond the depth of the reinforcing bar. In areas where it is difficult to determine if the reinforcing bar lacks bond with the existing concrete do not excavate beyond the depth of the reinforcing bar if a 4 inch wide exploration 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, in any member is not expected to be substantially greater than 1/2 inch beyond the depth of the reinforcing bar.

Do not remove sound concrete over Shallow Rebar.

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

- Remove all Damaged Concrete;
- Remove sound concrete as necessary so that there is a minimum of 3/4 inch clearance between the concrete and splice bars over entire length of repair;
- Blast-clean all exposed reinforcing steel and concrete;
- If feasible, place splice bars so as to allow 1/2 inch of concrete cover without raising the concrete surface;
- 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. Limit the temperature of reinforcing bar at concrete interface to 500 °F or less, verified using an infrared thermometer;
- Remove any additional concrete that cracks or spalls during welding;
- Keep the existing spliced bars in place and avoid gouging and loosening reinforcing bar or damaging sound concrete outside of splice areas; and
- Keep the splice bar in the proper position during placement of concrete cover.

Repair round bars with new splice bars the same size as the original bars. Repair square bars with new round splice bars with a diameter equal to the thickness of the square bars.

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

**00542.45 Shallow Rebar in Damaged Concrete** - Where directed, treat prefabricated mesh and other closely spaced shallow metals in the same manner as Shallow Rebar in Damaged Concrete. Place additional cover Material over Shallow Rebar in Damaged Concrete according to the following:

**(a) Mortar Buildup over Shallow Rebar** - Place additional mortar as needed to achieve at least 1/2 inch of cover over Shallow Rebar repairs.

**(b) Resin Buildup over Shallow Rebar** - In areas where additional buildup is not feasible, or where buildup would detract from the aesthetic appearance of the Structure, provide additional cover using non-conductive resin conforming to 00542.12. Apply the resin in 2 inch wide strips over the Shallow Rebar.

**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 repair mortar.

Prepare 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).

Provide hollow wall anchors for concrete surfaces that are to receive more than 1 inch of repair mortar 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 prevent deflection under the weight and pressure of new mortar, and to prevent vibration damage to mortar during setting and curing. Leave forms in place for a minimum of 3 Days after mortar placement.

Provide watertight form Materials and a watertight form system to prevent loss of water during presoaking and repair mortar placement. Incorporate enough pumping ports to ensure consistent placement and enough vent holes or vent tubes to allow air to escape extreme surface irregularities and remote cavities. Limit port spacing to prevent mortar segregation.

Provide forms that can readily be removed and reinstalled for presoaking, flushing, blowdown, and for verification of Surface Saturated Dry Condition.

**(b) Pre-soak** - Saturate the substrate concrete for at least 24 hours before application of repair mortar. Use either a watertight form kept full of water; saturated burlap or foam Material packed inside the forms, in contact with the entire existing concrete surface, and soaked frequently; or any other method demonstrated to produce Saturated Surface Dry Condition.

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 water pressurized to at least 60 psi, followed by blasting with clean compressed air to remove excess water. Provide a damp surface free of standing water and free of contaminants when applying repair mortar. Light surface rust that appears during the pre-soak stage does not need to 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 repair mortar is opened, mix the entire contents of the package.

Mix repair mortar according to the manufacturer's instructions including, but not limited to, mixing speed, mixing time, and mixing Equipment.

**(d) Placing Repair Mortar** - Pump repair mortar and 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. 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 all exposed surfaces and surface defects 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 of all repaired areas with the Engineer according to the following:

- Sound all repaired areas with a 1-pound masonry hammer or by other approved technique;
- Mark boundaries of all delaminations in the repaired areas; and
- Identify the marked delamination that needs Patching.

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

Upon completion of the survey, prepare and sign a survey report that identifies all areas to be patched. Submit the survey report for review and acceptance by the Engineer. Repair the identified areas in a manner satisfactory to the Engineer.

After Patching the identified 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** - Acceptance of Work performed under this Section will be according to the following tests:

**(a) Compressive Test** - For each 100 square feet of mortar placed on the Bridge, but not less than once per production Work shift, cast 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 according to AASHTO T 23 or AASHTO R 39. Test the cylinders for compressive strength according to AASHTO T 22 following a 28-Day cure.

The minimum acceptable 28-Day compressive strength of cylinders is 3300 psi.

**(b) Pull-off Test** - Following a 7-Day cure of the mortar patch, core one test specimen from each 100 square feet of newly applied mortar placed on the Bridge surface, at locations designated by the Engineer. Locate cores to avoid damaging reinforcing bar. Core approximately 1/2 inch into the original concrete. Do not break cores free before testing. Perform pull-off tests of the cores in the presence of the Engineer.

Measure the core bond strength according to ASTM C1583. 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.

If the test shows failure at less than 100 psi, retest after checking Equipment and verifying core angle is perpendicular to the surface. If the patch area is too small for another test, use alternate patch location. If the retest shows failure at less than 100 psi, then a pull-off test may be performed on in situ concrete substrate in the vicinity of the patch area to determine the existing concrete substrate tensile strength. If in situ concrete substrate fails at 100 psi or less, the Engineer will re-evaluate the original concrete substrate.

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

If any quality control test fails to meet the minimum requirements, any or all repair mortar represented by that test may be rejected by the Engineer.

**00542.53 Deficient Repair Mortar** - Repair, at no additional cost to the Agency, all mortar patches that show an alligator cracking in the 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 the 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 repair 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) Locate Concrete Repair** - No measurement of quantities will be made for locating concrete repairs. The estimated quantity of locating concrete repairs is 907 square feet.

**(c) Concrete Repair** - Concrete repair will be measured on the area basis. Measurement will be the outside measurement of the area of Work marked for concrete repair, not including areas marked for mortar buildup over Shallow Rebar, after locating concrete repair 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.

**(d) Mortar Buildup over Shallow Rebar** - Mortar buildup over Shallow Rebar will be measured on the area basis. Measurement will be the outside measurement of the area of Work marked for mortar buildup after locating concrete repair and before concrete removal Work. The area of Work marked for mortar buildup does not include initially sound concrete that is damaged or micro-fractured by the Contractor’s operations.

**(e) Resin Buildup over Shallow Rebar** - Resin buildup over Shallow Rebar will be measured on the area basis. Measurement will be the outside measurement of the area of resin in place.

**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):

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Locate Concrete Repair.....	Lump Sum
(b) Concrete Repair .....	Square Yard
(c) Mortar Buildup over Shallow Rebar .....	Square Yard
(d) Resin Buildup over Shallow Rebar.....	Square Yard

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

No separate or additional payment will be made for providing mix proportion or mix design records.

No payment will be made for repair of initially sound concrete that is micro-fractured or otherwise damaged by the Contractor’s operations.

## SECTION 00555 - POST-TENSIONING

Comply with Section 00555 of the Standard Specifications and modify as follows:

**00555.00 Scope** - Add the following sentence to the end of this subsection:  
This Work also includes repair of existing post-tensioning systems as shown and specified including furnishing and installing any items necessary for the repairs.

Add the following subsection:

**00555.14 Sheathing and Split Tubing** - Furnish high density polyethylene sheathing or split tubing with the minimum following characteristics:

- Minimum thickness of at least 0.050 inches;
- Minimum density of at least 0.034 pounds per cubic inch;
- Smooth exterior surface;
- Chemically stable, without embrittlement or softening over the anticipated exposure temperature range and service life of the structure; free chloride ions must not be extractable from the material; and
- Nonreactive with repair tape, post-tensioned rod coating, anchorage hardware, or prestressing steel.

Add the following subsection:

**00555.15 Repair Tape** - Furnish repair tape with the minimum following characteristics:

- Self-adhesive and moisture-proof;
- Nonreactive with sheathing, post-tensioned rod coating, anchorage hardware, or prestressing steel;
- Elastic properties;
- Minimum width of 2 inches; and
- Have a color matching the existing sheathing.

**00555.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for post-tensioning system repair.

**00555.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Post-Tensioning System Repair".

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

No separate or additional payment will be made for sheathing, split tubing, or repair tape.



## SECTION 00560 - STRUCTURAL STEEL BRIDGES

Comply with Section 00560 of the Standard Specifications and modify as follows:

Add the following subsection:

**00560.06 Repair Plan** - Prior to mobilization for the structural steel maintenance, submit a Work plan according to 00150.37 detailing personnel, Equipment, and procedures to be used during bearing stiffener strengthening. Do not perform Work until approval has been obtained. This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment, or from carrying out the Work in full according to the Plans and Specifications.

Prior to mobilization for the live load shoe maintenance, submit a Work plan according to 00150.37 detailing personnel, Equipment, and procedures to be used during live load shoe repair/adjustment. Do not perform Work until approval has been obtained. This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment, or from carrying out the Work in full according to the Plans and Specifications.

**00560.10 Materials** - Add the following paragraph to the end of this subsection:  
Furnish stainless steel shims as shown meeting the requirements of ASTM A240, Type 326.

**0560.29(d)(2)(c) Inspection** – Replace Table 00560-3 with the following table:

<b>Table 00560-3</b>			
<b>Nut Rotation from Snug-Tight Condition <sup>1,2</sup></b>			
		<b>Disposition of Outer Faces of Bolted Parts</b>	
<b>Bolt Length<sup>3</sup> (underside of head to end of bolt)</b>	<b>Both faces normal to bolt axis</b>	<b>One face normal to bolt axis and other sloped not more than 1:20 (beveled washer not used)</b>	<b>Both Faces sloped not more than 1:20 from normal to bolt axis (beveled washer not used)</b>
Up to and including 4 diameters	1/3 turn	1/2 turn	2/3 turn
Over 4 diameters but not exceeding 8 diameters	1/2 turn	2/3 turn	5/6 turn
Over 8 diameters but not exceeding 12 diameters	2/3 turn	5/6 turn	1 turn

<sup>1</sup> Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For all required nut rotations, the tolerance is plus 60 degrees (1/6 turn) and minus 0 degrees.

<sup>2</sup> Applicable only to joints in which all material within the grip is steel.

<sup>3</sup> No research has been performed by the Research Council on Structural Connections to establish the turn-of-nut procedure for bolt lengths exceeding 12 diameters. Therefore, the required rotation shall be determined by actual test in a suitable tension measuring device according to 00560.29(d)(2).

**00560.30 Fabricators** - Replace this subsection, except for the subsection number and title, with the following:

Structural steel Bridge fabricators must have a current American Institute of Steel Construction (AISC) Certified Bridge Fabricator - Advanced (ABR), Certified Bridge Fabricator - Intermediate (IBR), or Certified Bridge Fabricator - Simple (SBR) certification.

**00560.80 Measurement** - Add the following to the end of this subsection:

The estimated quantity of structural steel is:

<b>Structure</b>	<b>Steel Type</b>	<b>Quantity (Pound)</b>
Bridge No. 02758A	Structural Steel Maintenance	603
Bridge No. 02758	Structural Steel Maintenance	1185

The quantity of Structural Steel Maintenance for Bridge No. 02758 is for the live load shoe shimming work and includes all steel shims for the live load shoes. This includes 460 pounds for shims fabricated from ASTM A709, Grade 36 steel and 725 pounds for shims fabricated from ASTM A240, Type 326 stainless steel.

## **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 sawcut grooves and anchor holes with epoxy.

**00567.01 Required Submittals** - Submit the following to the Agency at least 21 Calendar Days before starting Work. 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 according to 00150.37. 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
Titanium Alloy	Tensile Strength Elongation Tensile Modulus Cross-Sectional Area Chemical Composition
Epoxy Resin	Tensile Strength Elongation Tensile Modulus Coefficient of Thermal Expansion Mix Ratio Pot Life Shelf Life UV Resistance

**(b) Titanium Alloy Reinforcement Installation Plan** - Before beginning crossbeam preparation submit the following according to 00150.37:

- 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;
- Additionally, for Bent B1 (Structure No. 02758A), and Bents M1 and M2 (Structure No. 08589) include the following information:
  - Planned activities and milestones to be completed in each shift; and
  - Plans for material and equipment staging and mobilization as it relates to the repair locations.

The Engineer will approve or reject the titanium alloy reinforcement installation plan after receipt of all submissions. Provide any additional information and submit a revised plan, if requested, for review and approval. All procedural approvals given by the Engineer will be subject to trial in the field and not relieve the Contractor of the responsibility to satisfactorily complete the Work. Submit requests for modification of adopted procedures to the Engineer. Allow 21 Calendar Days for approval of modifications. Do not begin titanium alloy reinforcement Work until all titanium alloy reinforcement submittals have been approved.

**(c) Order Lists and Bending Diagrams** - Before ordering Material, submit all order lists according to 00150.37 and unstamped bending diagrams according to 00150.35 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.

**00567.02 Titanium Alloy Reinforcement Coordination Meeting** - At least 7 Calendar Days before beginning any titanium alloy reinforcement Work at Bent B1 (Structure No. 02758A), and Bents M1 and M2 (Structure No. 08589), hold a coordination meeting to discuss construction procedures, schedule, staging, personnel, Equipment to be used, and other elements of the approved titanium alloy reinforcement installation plan as specified in 00567.01(b). Those attending the meeting include:

- **Representing the Contractor** - The superintendent, on-site supervisors, any traffic control subcontractor's supervisory personnel, and any preparation or titanium alloy reinforcement subcontractor's supervisory personnel; and
- **Representing the Contracting Agency** - The Project Engineer, key inspection personnel, and designers of record or their approved representatives.

If the Contractor's key personnel change, or if the Contractor proposes a significant revision to the titanium alloy reinforcement installation plan, hold an additional meeting before any additional titanium alloy reinforcement Work is performed.

### 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%

Calculate elastic modulus using slope of the stress-strain curve between a stress range of 20,000 psi and 60,000 psi. Use 0.2 percent offset of the calculated elastic modulus line to obtain a yield strength of titanium alloy bars.

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 percent 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. Shop bending or field bending is allowed, unless otherwise shown or directed. 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. After the bending is complete, grind surface of the inside bend radius to remove the deformations. Make bends, tag, mark and ship reinforcement bars according to the current edition of the CRSI *Manual of Standard Practice*. Re-bending of reinforcement bars is not permitted.

**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 4 feet in length.

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

**Manufacturer**

**Material**

Hilti, Inc.  
7250 Dallas Parkway, Suite 1000  
Plano, Texas, 75024  
Contact: Pete Anderson  
Phone: (972) 403-5948

HIT-RE 500 V3

Adhesive Technology Corp  
450 East Copans Road  
Pompano Beach, Florida, 33064  
Contact: Mike Gaffigan  
Phone: (954) 541-7091

Ultrabond HS-1CC

**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. Calibrate rebar detector accuracy by positively locating one existing reinforcing bar with a pilot hole or by other approved methods. Patch the hole with an approved QPL product intended for use in overhead applications. 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. Where multiple existing reinforcing bars are intersected by a groove, or where multiple grooves intersect a single existing reinforcing bar, record the cover thickness at each intersection.

**00567.42 Drilling Anchor Holes and Sawcutting 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 3 inches longitudinally and laterally to avoid conflicts. Maintain the titanium bar lengths.

Cut grooves as shown to the designed width and depth  $\pm 1/8$  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 sawcut grooves. Visually inspect all existing rebar locations after sawcutting grooves. When existing reinforcement is cut, notify 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 2 foot long section may not be more than the spacing as shown. Maintain a minimum clear spacing greater than three times the diameter of the bar and a minimum clear edge distance of six times the diameter of the bar.

**00567.43 Anchor Hole and Groove Preparation** - Prepare sawcut 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 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.

**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.

<b>Structure</b>	<b>Quantity (Feet)</b>
Bridge No. 02758A - 0.625 Inch Diameter	158
Bridge No. 08589 - 0.625 Inch Diameter	451

**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 item:

<b>Pay Item</b>	<b>Unit of Measurement</b>
-----------------	----------------------------

(c) Titanium System, 0.625 Inch Diameter. .... Lump Sum

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 and modify as follows:

**00585.43 Armored Corners** – Replace the title of this subsection with “**Armored Corners and Edgebeam**”

Replace the paragraph that begins "Provide joint corner armoring ..." with the following paragraph:

Provide joint corner armoring or edgebeam with anchors as shown or specified, and according to the following:

**00585.43(a) Tolerance** - Replace the paragraph that begins "Install armored corners that are straight..." with the following paragraph:

Install armored corners or edgebeams that are straight and do not deviate from a true line by more than 1/4 inch horizontal and 1/8 inch vertical over the length of the joint, nor more than 1/16 inch in either direction from a 12-foot straightedge.

**00585.43(b) Installation** - Replace the paragraph that begins "Furnish armored corners in the longest ..." with the following paragraph:

Furnish armored corners or edgebeams in the longest practical length as controlled by transportation and installation.

Replace the paragraph that begins "For new construction, install armored ..." with the following paragraph:

For new construction, install armored corners or edgebeams with anchors in preformed blockouts at least 14 Days after the deck is cast with the joint opening as shown. Support the armored corners or edgebeams securely in position before placing concrete in the joint blockout. Install the preformed seal at least 7 Days after the concrete blockouts have been cast and after the deck concrete reaches 3,000 psi.

**00585.47 Strip Seal** - Replace the bullet that begins "Use steel retainers acting ..." with the following bullet:

- Use steel retainers acting as the edgebeams according to 00585.43.

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

The estimated quantities of joints are:

<b>Structure</b>	<b>Joint Type</b>	<b>Quantity (Foot)</b>
Bridge No. 02758A	Precompressed Foam Silicone	166

## **SECTION 00594 - PREPARING AND COATING METAL STRUCTURES**

Comply with Section 00594 of the Standard Specifications and modify as follows:

**00594.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of preparing and coating existing steel on Bridge Nos. 02758 and 02758A as shown.

This Work includes:

- Preparation and coating of existing and new structural steel for the steel bearing stiffener strengthening at Bent B7 on Structure No. 02758A; and
- Repair of coatings for any damage that may occur during live load shoe repairs and adjustments on Structure No. 02758.

Mill scale will be exposed by the preparation and coating Work.

Lead-based coatings will be affected by the preparation and coating Work.

Coatings that contain chromates will be affected by the preparation and coating work.



**00594.05 Waste Handling and Disposal** - Add the following paragraph to the end of this subsection:

When lead is contained in the waste, dispose of waste material according to 00290.20, Section 00296, and the applicable requirements of SSPC-Guide 7.

**00594.10 Materials** - Add the following to the end of the subsection:

For steel bearing stiffener strengthening at Bent B7 on Bridge No. 02758A:

Furnish a shop coating, three-coat system from the QPL. Provide top-coat color that closely matches the gray color of the existing structural steel coatings conforming to #26152 of SAE AMS-STD-595.

For coating existing live load shoes on Bridge No. 02758

Furnish a rehab coating, three-coat system with surface tolerant organic zinc primer from the QPL. Provide *Wasser MC Luster 100, W211.6421 Silver* top-coat color or equivalent color to match existing paint color for approval.

For coating existing steel girders and stiffeners at Bent B7 on Bridge No. 02758A:

Furnish a rehab coating, three-coat system with surface tolerant organic zinc primer from the QPL. Provide top-coat color that closely matches the gray color of the existing structural steel conforming to #26152 of SAE AMS-STD-595.

Submit color chips to the Engineer for approval before ordering materials. Additionally, test each of the top-coat colors in inconspicuous areas of Structure No. 02758 and 02758A for approval prior to ordering materials.

**00594.40(b) Existing Steel Structures** - Add the following paragraphs and bullets to the end of this subsection:

Prepare and coat the following surfaces:

- Faying surfaces at bearing stiffener strengthening locations.

Do not coat the following unless damaged during repair Work:

- Existing cross-frames if removed for bearing stiffener strengthening installation; and
- Existing live load shoes when removed for shimming.

## **SECTION 01500 – REBUILD BRIDGE ELECTRIC MOTORS**

Section 01500, which is not in the Standard Specifications, is included in this Project by Special Provision.

## Description

**01500.00 Scope** - This work consists of removing, rebuilding, and then reinstalling three 100-horsepower motors. The three 100-horsepower motors shall be rebuilt to convert them to inverter duty motors with new windings, bearings, and all required repairs. One motor shall be removed, rebuilt, and reinstalled at the same location where it was removed before removing the next motor.

**01500.00(a) Field Measuring and Verification** - Determine the motor locations, removal routing path, and access dimensions to remove and reinstall the three motors. The Contractor shall be fully responsible for performing field inspections and surveys to determine the complete extent of the existing equipment to be removed and replaced.

Identify and tag all motor feeders and associated wiring to allow for reinstallation. Ensure motor alignment and motor rotation is correct.

**01500.00(b) Remove, Rebuild, and Reinstall Three 100-horsepower Motors** - Completely rebuild the three 100 HP motors prior to reinstallation.

**01500.00(c) Motor Splice Kits** - Provide new motor splices to reinstall the motors.

**01500.00(d) Conductor Insulation Resistance Testing** - Perform insulation resistance testing on all existing motor electrical power conductors prior to reinstallation.

**01500.00(e) Commissioning and Drive Tuning** – Test the reinstalled motors for proper rotation prior to testing span operation connected to the drives. Coordinate all commissioning work with Multnomah County and the bridge control system and motor drives. Provide a complete onsite commissioning and drive tuning to show the motor is installed accurately and safely in accordance with the Plans and Special Provisions. All equipment shall be operated to the satisfaction of the Engineer. The Contractor shall prepare and submit a testing procedure to record the testing of the equipment and control system.

## Regulatory Requirements

**01500.01 Regulatory Requirements** - Perform all work and install all materials and equipment in accordance with the applicable sections of the following:

1. ANSI/EASA AR100-2020 Recommended Practice for the Repair of Rotating Electrical Apparatus.
2. National Fire Protection Association 70 National Electric Code (NEC).
3. National Fire Protection Association 101 Life Safety Code (NFPA 101).
4. National Electrical Safety Code (NESC).
5. Underwriters Laboratory (UL).
6. American National Standards Institute (ANSI).
7. National Electrical Manufacturers Association (NEMA).
8. Institute of Electrical and Electronics Engineers (IEEE).
9. International Cable Engineers Association (ICEA).
10. The Occupational Safety and Health Act (OSHA).
11. Insulated Electrical Testing Association (NETA).
12. American Association of State Highway and Transportation Officials (AASHTO).

13. Standard Specifications for Movable Highway Bridges, Published by the American Association of State Highway and Transportation Officials (AASHTO).
14. Insulated Power Cable Engineers Association (IPCEA).
15. American Society for Testing and Materials (ASTM).

Nothing in these Plans and Special Provisions shall be construed to permit work that does not conform to governing codes or regulations. If conflict occurs between the aforementioned codes and the Plans and Specifications, the conflict shall be referred to the Engineer for resolution.

### **Responsibilities**

**01500.02** - The Contractor's responsibilities include the following:

1. Multnomah County shall operate the bridge during construction. Notify Multnomah County of the status of the bridge equipment, any bypass operations that are required, any outage periods of the bridge, and any other information that might be required to safely operate any bridge equipment. As required, provide any temporary equipment required for bridge operation.
2. Submit a Bridge Operations Communication Protocol to staff, coordinate and ensure safe operations of the bridge.
3. Provide notice and a schedule at least five weeks prior to taking any equipment out of service.
4. Complete installation of all equipment in accordance with these Contract Documents.
5. Coordinating the details of installation for all Specification sections that affect the work covered under this Specification.

**01500.03 Project Conditions** - Protect materials and equipment from the effects of weather. Prior to installation, store all items in indoor, dry locations.

Cap conduit runs during construction with manufactured seals. Keep openings in boxes and equipment watertight during construction.

**01500.04 Scheduling** - Submit schedules as required in Section 00180.41, that includes the following:

- Deliver equipment to the site and/or an approved storage facility in accordance with approved vehicular/marine traffic interruptions;
- Install approved equipment that has been shop inspected by Multnomah County. Identify critical path work items;
- Identify items that involve multiple disciplines/Sub-Contractors and schedule such activities so that no interference between trades occurs;
- Initial start-up of systems and equipment; and
- Include necessary vehicular and/or marine traffic closures in schedule.

The following is a proposed sequence of work to clarify construction requirements. This sequence does not include all submittal requirements and coordination of all work requirements, the intent of the sequence is to minimize the period that a motor is out of service and clarify required temporary power and equipment. The Contractor shall provide a detailed schedule for this work:

1. Perform all field measuring and verification.
2. Submit all required submittals for equipment.
3. When the drive is locked out of service to remove and replace the scheduled motor:
  - a. Tag and protect all conduit and wire connected to the motor.
  - b. Coordinate the operation of the bridge leaf with the operator as one motor is out of service.
  - c. Perform all start-up testing and commissioning required to place the motor into service before proceeding to the next motor.
4. Perform all commissioning and drive tuning activities.
5. Repeat the same process on each motor as it is taken out of service to be rebuilt.

The following work shall be provided by the Contractor whenever a motor is taken out of service and not in operation:

1. The PLC control system shall be placed into the bypass mode or modified to allow single motor operation. The Contractor shall coordinate span operation and any PLC modifications required with Multnomah County.
2. The Movable Rail shall be visually monitored by the Contractor to ensure safe operation on the operation immediately after taking a motor out of service to confirm proper operation.
3. The span locks shall be operated to verify they safely disengage the span leaves. On the operation immediately after taking a motor out of service, the span locks shall be visually monitored by the Contractor during the operation to ensure safe operation.

**01500.05 Temporary Platforms/Access** - Provide temporary platforms or access in accordance with Section 00253. Obtain prior approval from the Engineer before installing any temporary platform, access, etc. Submit proposed temporary platforms/access as a working drawing submittal. Remove all temporary installations and restore any damaged areas to original condition.

**01500.06 Field Measurement and Verification** – Determine the motor locations, removal routing path, and access dimensions to remove and reinstall the three motors. The Contractor shall be fully responsible for performing field inspections and surveys to determine the complete extent of the existing equipment to be removed and replaced.

Identify and tag all motor feeders and associated wiring to allow for reinstallation. Ensure motor alignment and motor rotation is correct.

The Contractor shall field verify the existing motor locations to verify wiring and work required to remove the motors.

The Contractor shall also verify the motor mounting and alignment to match for re-installation. The motor shafts interconnect with the brakes and encoder. The Contractor shall document all connections and fit up of equipment to facilitate the re-installation of the motors.

**01500.07 Contract Documents** - Plans are partially diagrammatic. Exact conduit locations are not shown unless so indicated or specifically dimensioned. Installation of conduit stub-ups shall be in accordance with field conditions and actual manufacturer's shop Plans. The Contractor shall be responsible for measuring all dimensions before proceeding with the work.

The electrical wiring diagrams may not completely reflect all connections required for equipment proposed by the Contractor. The Contractor is responsible for installing all wiring required to provide a complete and operable system. All revised wiring shall be documented on the as-built drawings.

Wiring diagrams are not intended to indicate the exact course of raceways or exact location of outlets. Raceway and outlet locations are approximate and are subject to revision as may be necessary or desirable at the time of installation.

Mechanical and Electrical Plans show a correct and workable design based on commercially available machinery and hardware. The Contractor shall be responsible for final makeup and fit to complete the assembly as required for the equipment actually furnished. All deviations shall be shown on full-size as-built drawings.

**01500.08 Substitutions** - Submit to the Engineer, in writing, details of all proposed substitutions from the Contract as stated in Section 00180.31 of the Specifications. Make no substitutions without written approval of the Engineer.

An equivalent item made by another manufacturer may be substituted for the specified item (unless otherwise prohibited), subject to the written approval of the Engineer.

All necessary changes to the project required by the substitution related to mechanical, structural and/or electrical work and all the required engineering design to completely verify the adequacy of the substitution and subsequent related changes shall be made by the Contractor at no additional cost to Multnomah County.

Submit sufficient data for the proposed substitution to demonstrate its equivalency to the specified item, including engineering calculations.

The Engineer's decision on whether a proposed substitution is "equivalent" to the item specified shall be final. The approval of a proposed substitution by the Engineer shall not relieve the Contractor of any contractual responsibility in regard to defective material or workmanship and the necessity for replacing the same.

**01500.09 Warranty** - Provide a written warranty that the work is free from all defects. Replace or repair, to the satisfaction of the Engineer, any Contractor furnished part that may fail within a period of 12 months after the certificate of final acceptance, provided that such failure is due to defects in material or workmanship, or failure to follow these Special Provisions or Plans.

**01500.10 Working Drawings** - The Contractor shall submit shop drawings as required in Section 00150.35.

Upon completion of the work, correct all working drawings to show the work as constructed. One set of electronic copies shall be submitted on an electronic drive and the drawing files shall be in PDF and DXF format or AutoCAD format.

**01500.11 Submittals** - All submittals shall meet the requirements of Section 00150.35 and 00150.37 of the Specifications.

The Contractor shall submit a complete cost breakdown of the lump sum pay items with sufficient detail (in terms of items and quantities listed) to allow progress payments. The

breakdown shall be detailed enough to identify the work, the costs included, and track completion.

For Electrical: Installation Submittals, provide the following:

1. Lockout/Tagout (LOTO) Procedure and Bridge Operations Communication Protocol
2. Working drawings showing the field verification of the:
  - Motor locations, alignment, fit, and shaft connections;
  - Motor wiring connections and tags; and
  - Motor routing to remove and reinstall the equipment.
3. The Contractor shall submit in detail the proposed procedures and methods for the removal and replacement of the equipment. The Contractor shall prepare and submit working drawings and catalog cuts including a complete schedule of the equipment removal and replacement.
4. Working drawings showing outline drawings, catalog cut sheets, and mounting details shall be submitted for the following equipment:
  - Motor Splice Kits;
  - Wire and Conduit Tags;
  - Shims; and
  - Electrical Components provided by other trades.

Any other drawings, which may, in the opinion of the Engineer, be necessary to show the electrical work.

5. Inspection report for each motor and final testing/inspection report for each motor.
6. Detailed written step-by-step testing procedures for placing the motors back in service and testing operation with drives.

### **Materials**

**01500.20 General** - Furnish materials and equipment approved by UL listing wherever standards have been established by that agency.

Where two or more units of the same class of material or equipment are required, furnish products of a single manufacturer.

Furnish materials and equipment with manufacturer's standard finish system, except where otherwise specified. Furnish manufacturer's standard finish color, except where specific color is indicated. If manufacturer has no standard color, finish equipment with ANSI Number 61, light gray color. Equipment that is exposed to the outside shall be painted to match Federal Standard 595a Number 34097 (Evergreen).

All the systems mentioned shall be complete and operational in every detail except where specifically noted otherwise.

**01500.21 Nameplates** - Furnish and install nameplates as required. General equipment nameplates shall be constructed of plastic laminated material engraved through white surface

material to black sub layer, giving black letters on white surfaces. Motor nameplates shall be stamped metal nameplates.

Nameplates shall be secured with stainless steel machine screws. Tapes, adhesives, and rivets are not acceptable.

**01500.22 Rebuild Motors** – Rebuild the Northeast Motor (NEM), Northwest Motor (NWM) and the Southeast Motor (SEM).

The motor nameplate information is as follows:

Manufacturer:	General Electric
Model:	5MR6333CD1
Horsepower:	100 HP
Cycles:	60 Hz
Type:	MR Code
Frame:	6333Z
Phase:	3
Volts:	440
Temperature Rise:	55°C ½ Hour
Windings:	Formed Wire Windings
FL Amp:	153
FL Speed:	585
Sec Volts:	289
Sec Amp:	152
No.	TP8303466

All work to rebuild the motors shall be performed to the standard ANSI/EASA AR100-2020 Recommended Practice for the Repair of Rotating Electrical Apparatus. The work shall include the following:

1. Perform a test run of each motor to determine the baseline operating performance.
2. Disassemble each motor to perform a mechanical and electrical inspection of the motors. Inspect each motor to determine condition and any concerns for each motor. Provide a report for each motor to document the findings. Identify the repairs and work required in the report. Protect and deliver to Multnomah County the existing motor nameplates.
3. Take winding data. Rebuild all the motor windings to convert the motors to inverter duty motors. Rewind rotor and stator with new copper formed wire windings.
4. Furnish and install new bearings. The motor seals shall be inspected and replaced in kind as needed.
5. Modify rotor and rings to convert to inverter duty motor.
6. Replace the motor leads and ensure the replacement leads are rated for the motor full load amp rating.
7. Shafts shall be inspected for wear, cracks, scoring, and straightness. Repair or replace as required. This work should be detailed in the inspection reports.
8. Install 120-volt strip heater and leads to motor terminal box.
9. Re-assemble the motor and provide all insulation.
10. Perform final test and inspection to ensure rotor balance, insulation resistances are to code, etc.
11. Clean and paint each motor. Furnish and install new nameplate on each motor based upon inverter duty rating.

Motor terminations shall be made using Engineer-approved motor termination kits.

Upon satisfactory completion of rewinding and any other authorized repairs, accomplish insulation treatment of the rotor and stator windings per Section 3.4 of ANSI/EASA AR100 using the vacuum pressure impregnation (VPI) method. The temperature class of the applied treatment shall be Class H. Resin shall meet MIL-I-24718/3 when required by the work item; an industrial electrical grade resin may be used otherwise. Cure the treated windings in accordance with the varnish manufacturer's recommendations.

Shims shall be stainless steel and used to properly align the motors, motor shafts, and fit up of equipment. Brake and encoder operation shall require proper alignment to function properly.

**01500.29 Paints for Machinery Components:**

Clean motors with solvent and hand tools to meet the requirements of SSPC-SP2, Hand Tool Cleaning as depicted in SSPC Vis. 1. After proper surface preparation, give all unfinished machinery surfaces two shop coats of primer by hand brushing. Application of primer shall adhere to all relevant Specifications and the paint manufacturer's recommendations. Top coat of enamel for painting machinery shall be high gloss oil-resistant paint for external use resistant to weathering and abrasion and shall comply with all applicable requirements of the Specifications. No paints shall contain lead. Color shall be as submit to Multnomah County for approval. Machinery enamel shall be one of the following, or approved equal:

- Glidden Y-4550 Glid-Guard;
- Rust-Oleum Industrial Enamel 7600; or
- V20 Series as manufactured by Valspar, Baltimore, MD.

**01500.30 Coatings** - Coat the threads of all mounting bolts with anti-seize compound before assembly of the nuts to prevent corrosion or galling and to facilitate future removal if necessary.

Anti-seize compounds shall be as manufactured by the following companies, or approved equal:

- Huron Industries, Port Huron, (Neolube No. 1);
- Fel-Pro, Inc., Skokie, IL (#C-670); or
- Jet-Lube, Rockwell, TX (28002).

Rust-inhibiting coatings for temporary protection of machined surfaces shall be as manufactured by one of the following companies, or approved equal:

- E.F. Houghton & Co., Valley Forge, PA (Rust Veto 344; Cosomoline 1058);
- Sanchem, Inc., Chicago, IL (No-Ox-Id "A" Special "X");
- A.W. Chesterton, Co., Stoneham, MA (Heavy-Duty RustGuard); or
- Texaco, Houston, TX (Protective Metal Oil L).

**Construction**

**Bridge Construction Operation**



### **01500.35 Personnel Qualifications**

For the fabrication, installation, aligning, testing and all other work required as described, use adequate numbers of skilled, trained, and experienced mechanics and millwrights who are thoroughly familiar with the requirements and methods specified for the proper execution of the specified work. Provide personnel, including supervisory personnel, who have a minimum of two movable bridge jobs as previous experience in the installation of bridge machinery.

### **01500.40 Bridge Construction Operation**

**01500.40(a) Bridge Operations Communications Protocol** - Refer to Section 00220.03(c) for Bridge Operations Communications Protocol requirements.

**01500.40(b) Bridge Construction Operation Requirements** - This subsection covers the work necessary to provide operational control of the movable span of the Morrison Bridge during the period the bridge controls are configured for interim temporary operation during construction.

Only Multnomah County personnel shall operate the draw span.

The Contractor shall comply with all United States Coast Guard and River Traffic Restrictions in accordance with Section 220.

Provide all materials and equipment as required to accomplish the work specified herein and as required to complete the project.

Sufficient personnel shall be employed during bridge operations to ensure the safety of the operating equipment, the Contractor's and Multnomah County's personnel, and the public.

The draw span shall open as required for the passage of marine vessels. Non-marine traffic openings of the draw span shall only occur during times of low vehicular traffic as submitted to and approved by the Engineer.

**01500.41 General** - Special attention is called to the fact that this structure moves and that allowances for clearance, snagging of cables, and amount of displacement shall be considered. All interference with new and existing structural elements caused by the Contractor's operations shall be corrected by the Contractor at no additional expense to Multnomah County.

Any temporary or permanent modifications to the bridge which the Contractor deems necessary in order to perform the work shown on the Plans or in the Special Provisions, shall be submitted to the Engineer for approval.

**01500.42 Cleaning and Painting** - All equipment, whether exposed to the weather or stored indoors, shall be covered to protect it from water, dust and dirt.

After installing, all metal finishes shall be cleaned and polished, cleaned of all dirt, rust, cement, plaster, grease, and paint.

Scratched surfaces shall be refinished with paint matching the original finish.

**01500.43 Equipment Identification** – Preserve and protect the existing motor nameplates. Furnish and install new nameplates with the new motor ratings for inverter.

**01500.44 Hangers and Supports** - Furnish and install hangers, brackets, suspension rods and supplementary steel to support equipment. Hangers and supports shall be 316 stainless steel or hot-dipped galvanized after fabrication and/or drilling.

**01500.45 Cutting and Patching** - Submit a plan and procedure for work and obtain approval from the Engineer prior to cutting. Locate cuttings so they will not weaken structural components. Cut carefully and only the minimum amount necessary. Cut concrete with diamond core drills except where space limitations prevent the use of such drills. All core drill penetrations shall be sealed and made watertight and fire safe.

All construction materials damaged or cut into during the installation of this work must be repaired or replaced with materials of like kind and quality as original materials by skilled labor experienced in that particular building trade.

**01500.47 Installation & Construction Sequencing** - The rehabilitation of the bridge machinery and replacement of the electrical systems will result in periods when the bridge is inoperable. Minimize any outages by use of the temporary operating system. Schedule the work and provide the necessary equipment and personnel to minimize the disruptions to the roadway and waterway users. Be responsible for ensuring that all necessary materials and equipment are properly fabricated, tested and on site prior to beginning any roadway lane closure, marine closure or bridge detour period.

**01500.48 Removal and Re-Installation** - The removal and re-installation work at the existing bridge shall be done in conformance with all requirements governing the sequencing and scheduling of construction. Special attention is called to coordination requirements.

The Contractor will notify Multnomah County at least 14 days prior to beginning any removal work.

In general, all apparatus to be removed and re-installed shall be disconnected by removing existing bolts, nuts, and screws. The work shall include removal of all brackets, hangers, clamps, fittings, and other hardware.

The equipment to remain in place on the bridge shall be protected at all times from damage or defacement caused by the Contractor's operations. Any such damage or defacement shall be promptly repaired or cleaned to the satisfaction of the Engineer at no extra cost. If, in the opinion of the Engineer, the Contractor's operations require the temporary removal of existing equipment for proper protection, such removal and remounting shall be done at no extra cost.

Fire protection is required in areas where welding or flame cutting will be performed. All areas shall be dust free before flame cutting will be permitted. Furnish protective blankets to protect combustible materials. Furnish and install dry chemical fire extinguishers and train personnel in their use.

When the motors are re-installed after rebuilding they shall be aligned and connected to the existing equipment. The alignment and fit of the equipment shall be made to match the initial alignment and fit during field verification. Furnish and install stainless steel shims as required to properly fit up the equipment.

Upon completion of the work, the Contractor shall repair all damaged or defaced areas exposed by the removal and replacement of equipment, or caused by his operations, in a workmanlike manner satisfactory to the Engineer. The Contractor shall patch any concrete that was cut for removal of equipment. Small bolt holes in concrete surfaces shall be filled with epoxy mortar. Holes in the walls, ceilings or floors of the control house shall be filled with grout and finished to match the existing surfaces. Any damage to windows, window framing, sash, sills, frames, or any other architectural trim shall be repaired, and painted surfaces shall be repainted after being repaired. Any holes in the ground shall be filled with earth top soil and suitably landscaped to match the surrounding areas. Touch-up painting of structural steel shall be performed under another item.

**01500.49 Commissioning and Drive Tuning** – As each motor is rebuilt and placed back in service, re-terminate the motor wiring and connect to the motor drives.

Adjust, calibrate, and test all motor and motor drive equipment, including the encoder, placing the motors in service, and test the integrated motor and drive. Test motor operation and verify correct motor rotation. Provide verification that all inputs and outputs and all signals have been properly installed and tested.

Provide an Allen-Bradley Rockwell Automation Drive representative to field tune each of the motors and provide proper integration into the drive.

Demonstrate that the completed system functions properly by performing at least five consecutive complete bridge operations. Special attention shall be given to testing the emergency stop function and circuit to each drive and each motor control center bucket motor circuit protector.

To be accepted, each operation of the leafs with drive motors shall be completed under PLC control without failure or any adjustments. (A complete bridge operation shall be defined as starting from turning control power on, operating all equipment up to completely opening the span, operating all equipment up to completely closing the span, and ending by turning control power off.)

Demonstrate one complete bridge span operation (a complete opening and a complete closing operation) manually from each span motor drive.

Deliver a report describing results of the Contractor's field tests, diagnostics, and calibrations, including written certification to Multnomah County that the completely installed system has been calibrated, tested, and is ready to be placed in service.

**01500.80 Measurement** - The quantities of work performed under this Section will not be measured.

**01500.90 Payment** - The accepted quantities of rebuild bridge electric motors will be paid for at the Contract lump sum amount for the item "Rebuild Bridge Electric Motors."

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 and modify as follows:

**02440.23 Precompressed Foam Silicone Joint Seal** - Replace this subsection, except for the subsection number and title, with the following:

Furnish the following preapproved precompressed foam silicone joint seal, or approved equal:

- Wabo FS Bridge Seal, provided by Watson Bowman Acme Corporation, telephone: 716-691-7566.