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BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

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ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS: Sealed bids for construction of the Beaver Creek Pedestrian Bridge Replacement Project, addressed to the City of Troutdale, 219 E. Historic Columbia River Highway, Troutdale, OR 97060-2099, telephone: (503) 665-5175, will be received by the City Recorder, Sarah Skroch, until 2:00 p.m. local time on the 21st day of May, 2026. Any bids received after the specified time will not be considered.

BID OPENING: The bids will be publicly opened and read aloud at 2:30 p.m. local time on the 21st day of May, 2026 in the Kellogg Room at the Multnomah County's Sheriff office located at 234 SW Kendall Court, Troutdale, OR 97060-2099. The bid opening will be open to the public and can also be viewed live using Zoom Meeting. The Zoom Meeting can be accessed using the web address and meeting ID below:

Join Zoom Meeting:

<https://us02web.zoom.us/j/87402566700?pwd=JfDIRskWI14cJYv0PX6dm8wQLWhxm8.1>

Meeting 874 0256 6700

Passcode: 334860

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 408 638 0968 US (San Jose)

WORK TO BE DONE: The work to be done consists of furnishing all labor, material, and equipment necessary for the construction of the Beaver Creek Pedestrian Bridge. Work elements include, but are not limited to, the following:

- Removal of the existing Beaver Creek Bridge Structure.
- Protection of environmental features, including wetlands and other waters including temporary management of Beaver Creek during construction.
- Installation of 161' -4" premanufactured bridge structure, including Micropiles, Timber Glulam Girder Bridge, Gabion Foundations and Retaining Walls.
- Planting and site restoration of the project site.

All Work Must be completed by September 30, 2026.

PREVAILING WAGE: This is a contract for a public work subject to ORS 279C.800 to 279C.870.

PRE-QUALIFICATION: Bidders must be prequalified in the class of work "Bridges or Structures". Prequalification applications must be filed with the Agency by May 11, 2026.

PRE-BID INQUIRIES: Questions and requests for clarification related to this Work shall be directed to the project engineer, Chelsea Horchy, P.E, Parametrix, 5 MLK Jr. Blvd., Suite 400, Portland, OR 97214, Phone (503) 416-6107, Email chorchy@parametrix.com.

PRE-BID CONFERENCE: An optional pre-bid conference will be held at 2:00 PM on Friday, May 15, 2026, at Small Park, which is located at 1511 SE Evans Ave, Troutdale, OR 97060.

PLAN SOURCE: Solicitation Documents, including Plans and Specifications, for the Work may be reviewed at the following Plan Centers:

DAILY JOURNAL PLAN CENTER
11 NE Martin Luther King Jr Blvd., Ste 201
Portland, OR 97232
www.djcoregon.com
503-802-7252

PREMIER BUILDERS EXCHANGE
63052 Layton Ave #100
Bend, OR 97701
www.premierbx.com
541.389.0123

Plan Center NW
www.plancenterNW.com
PO Box 2486
Clackamas, OR 97015
503.650.0148

SW WASHINGTON CONTRACTORS ASSC.
www.swca.org
7017 NE Hwy 99, #116
Vancouver, WA 98665
360.694.7922

PLANCENTER.COM (Seattle DJC)
www.plancenter.com
83 Columbia, Ste.200
Seattle, WA 98104
206.622.8272

Builders Exchange of Washington, Inc.
www.bxwa.com
2607 Wetmore Avenue
Everett, WA 98201
425.258.1303

SALEM CONTRACTORS EXCHANGE
www.sceonline.org
2256 Judson Street SE
Salem, OR 97302
503.362.7957

BIDDING DOCUMENTS: Bidding Documents may be obtained by contacting any of the Plan Centers listed above.

Instructions to Bidders

1. **Work To Be Done:** These instructions are for the Beaver Creek Pedestrian Bridge Replacement Project, which consists of furnishing all labor, material, and equipment necessary for the construction of the Beaver Creek Pedestrian Bridge. Work elements include, but are not limited to, the following:
 - Removal of the existing Beaver Creek Bridge Structure.
 - Protection of environmental features, including wetlands and other waters including temporary management of Beaver Creek during construction.
 - Installation of 161’-4” premanufactured bridge structure, including Micropiles, Timber Glulam Girder Bridge, Gabion Foundations and Retaining Walls.
 - Planting and site restoration of the project site.

All Work Must be completed by September 30, 2026.

2. **Public Work:** This is a contract for a public work subject to ORS 279C.800 to 279C.870. No bid will be received or considered by the City unless the bid contains a statement by the bidder as a part of the bid that he/she will comply with the provisions of ORS 279C.840.
3. **Date and Time to Receive Bids:** Sealed bids will be received by Sarah Skroch, City Recorder, until 2:00 p.m. on the 21st day of May, 2026. Any bids received after the specified time will not be considered.
4. **Prequalification:** Bidders must be prequalified in the class of work “Bridges or Structures”. Prequalification applications must be filed with the Agency by May 11, 2026.
5. **Plan Source:** Specifications for the work may be reviewed at the following Plan Centers:

DAILY JOURNAL PLAN CENTER
11 NE Martin Luther King Jr Blvd., Ste 201
Portland, OR 97232
www.djcoregon.com
503-802-7252

Plan Center NW
www.plancenterNW.com
PO Box 2486
Clackamas, OR 97015
503.650.0148

SW WASHINGTON CONTRACTORS ASSC.
www.swca.org
7017 NE Hwy 99, #116
Vancouver, WA 98665
360.694.7922

PREMIER BUILDERS EXCHANGE
63052 Layton Ave #100
Bend, OR 97701
www.premierbx.com
541.389.0123

Builders Exchange of Washington, Inc.
www.bxwa.com
2607 Wetmore Avenue
Everett, WA 98201
425.258.1303

SALEM CONTRACTORS EXCHANGE
www.sceonline.org
2256 Judson Street SE
Salem, OR 97302
503.362.7957

PLANCENTER.COM (Seattle DJC)
www.plancenter.com
83 Columbia, Ste.200
Seattle, WA 98104
206.622.8272

6. **Bid Opening:** Bids will be publicly opened and read at 2:30 p.m. on the 21st day of May, 2026, in the Kellogg Room at the Multnomah County's Sheriff office located at 234 SW Kendall Court, Troutdale, OR 97060-2099. The bid opening will be open to the public and can also be viewed live using Zoom Meeting. The Zoom Meeting can be accessed using the web address and meeting ID below:

Join Zoom Meeting:

<https://us02web.zoom.us/j/87402566700?pwd=JfDIRskWI14cJYv0PX6dm8wQLWhxm8.1>

Meeting ID: 874 0256 6700

Passcode: 334860

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 408 638 0968 US (San Jose)

7. **Resident Bidder:** Each bid must identify whether the bidder is a resident bidder.
8. **Registration and Licensing:** No bid shall be received or considered unless the bidder is registered with the Construction Contractors Board. In addition, the successful bidder will be required to obtain a City of Troutdale or Metro Business License. Asbestos abatement licensing under ORS 468A.720 is not required.
9. **Rejection of Bids:** The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding by the City that it is in the public interest to do so.
10. **Bid Security:** Each bid must be accompanied by bid security in an amount of ten percent (10%) of the bid price and in the form of a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashiers' check, or certified check.
11. **Contractor Responsibility Inquiry:** Pursuant to ORS 279C.375(3), all bidders are required to submit with their bid the Contractor Responsibility Inquiry Form along with project references as indicated on the form.
12. **Subcontractor Disclosure:** *(For contracts valued at \$100,000 or more)*
- A. Within two working hours after the date and time of the deadline when bids are due to the City, each bidder shall submit to the City Recorder a disclosure of any first-tier subcontractor that will be furnishing labor or will be furnishing labor and materials in connection with the public improvement and whose contract value is equal to or greater than:
- i. Five percent of the total project bid or \$15,000, whichever is larger; or
 - ii. \$350,000, regardless of the percentage of the total project bid.

- B. The disclosure of first-tier subcontractors shall include:
- i. The name of each subcontractor;
 - ii. The category of work that each subcontractor will be performing; and
 - iii. The dollar value of each subcontract.
13. **Prebid Conference:** An optional pre-bid conference will be held at 2:00 PM on Friday, May 15, 2026, at Small Park, which is located at 1511 SE Evans Ave, Troutdale, OR 97060.
14. **Bid Preparation and Submittal:** Bids must be submitted on the Bid Form provided or on a photocopy thereof. Bids are to be enclosed in an opaque sealed envelope with the project name, name and address of the bidder, and date and time of the bid opening clearly marked on the outside of the envelope. All bids will remain subject to acceptance for 30 days after the bid opening.
15. **Bid Evaluation:** Discrepancies between the quantity multiplied by the unit price and the extended total amount will be resolved in favor of the quantity multiplied by the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
16. **Basis of Award:** The contract, if awarded, will be awarded to the lowest responsible bidder.
17. **Payment and Performance Bonds; Public Works Bond:** The successful bidder will be required to submit a Payment Bond and a Performance Bond, each in the amount of the total bid. A cashier's check or certified check may be submitted in lieu of the Performance Bond but not for the Payment Bond. Additionally, the Contractor and every subcontractor must have a Public Works Bond filed with the Construction Contractors Board before starting work on this project, unless exempt.
18. **Bureau of Labor and Industries Fee:** The public works contract fee required under ORS 279C.825 will be paid by the City.
19. **Acceptance:** The successful bidder will be required to submit a Payment Bond, Performance Bond, Certificate(s) of Insurance, and a signed Agreement within ten calendar days from the date of the Notice of Award.



BID FORM

BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

Bids Due Not Later Than: 2:00 PM, May 21, 2026

First Tier Subcontractor Disclosure Form Due Not Later Than: 2:00 PM, May 21, 2026

BID TO: Sarah Skroch
City Recorder
City of Troutdale
219 E. Historic Columbia River Highway
Troutdale, OR 97060

BID FROM:

Bidder _____

OCCB # _____ Expires _____

Address _____

Telephone _____

Fax _____

Email _____

BIDDER'S DECLARATIONS

The Bidder, by signature and submission of this document, makes the following declarations:

1. Bidder has reviewed and carefully examined the Solicitation Documents in their entirety and understands that it is his/her responsibility, and in his/her material interest, to examine the project site prior to submission of his/her bid.
2. Bidder has available the appropriate financial, material, equipment, facility and personnel/resources and expertise to meet all contractual requirements.
3. Bidder is registered to perform construction work of the nature described in the Contract Documents by the Oregon Construction Contractor's Board.
4. Bidder has become familiar with all the conditions related to the proposed work, including the current availability of labor, materials, and equipment and considered the impact of seasonal climate on his/her ability to perform the work.

5. This bid is based on the materials and products specified in the Contract Documents only. No substitutions of materials or products have been considered in determining the prices set forth in this bid. Bidder is fully prepared to execute the work using the materials specified.
6. Bidder will comply with the provisions of ORS 279C.840 pertaining to the prevailing rate of wage.
7. The City has attempted to supply all known plan holders with copies of any and all Addenda. However, Bidder agrees that it is the Bidder's responsibility to determine whether any Addenda have been issued and to request copies of such Addenda from the Plan Source indicated in the Advertisement For Bids prior to submission of a bid. Bidder further acknowledges that he/she has received and carefully examined the following addenda and acknowledges that they are part of the Contract Documents:

	Date Rec'd	Initial
Addendum No. _____	_____	_____
Addendum No. _____	_____	_____
Addendum No. _____	_____	_____

8. Bidder will not attempt to withdraw his/her bid during the period of thirty (30) days following the bid opening.
9. If awarded the contract, the Bidder will sign the Agreement and furnish the Payment Bond and Performance Bond and the proof of insurance within ten (10) calendar days of the date of the Notice of Award.
10. If Bidder enters into the Agreement, Bidder will plan the work and diligently prosecute such work so that all work described in the Contract Documents is completed within the performance time designated by the Agreement, to be further specified in the Notice to Proceed. Bidder is aware of the liquidated damages stipulated in the Agreement and in the specifications for failure to complete the work on time and agrees that this is a fair measurement of damage to the City for delay of completion of the work.
11. Bidder (is) (is not) [circle applicable one] a resident bidder as defined by ORS 279A.120.
12. Bidder qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
13. Bidder has not, directly or indirectly, entered into any formal or informal agreement, participated in any collusion, or otherwise acted in any way to undermine, circumvent, or restrict free and fair competitive bidding in connection with the project that is the subject of this bid.
14. If Bidder enters into the Agreement, Bidder will supply all of the equipment, tools, materials, personnel, plant, transportation, and services required to prosecute the work, in its entirety, according to provisions of the Contract Documents for the prices indicated in the following bid schedule. Bidder understands that the quantities set forth in the bid schedule are estimates meant solely for the purpose of ascertaining a low bidder and that actual quantities required by the work may vary more or less.

BID SCHEDULE**Type or hand print legibly**

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price
1	MOBILIZATION (0210)	<u>1</u>	<u>LS</u>	<u> </u>	<u> </u>
2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC (0221)	<u>1</u>	<u>LS</u>	<u> </u>	<u> </u>
3	TEMPORARY WATER MANAGEMENT FACILITY (0245)	<u>1</u>	<u>LS</u>	<u> </u>	<u> </u>
4	EROSION CONTROL (0280)	<u>1</u>	<u>LS</u>	<u> </u>	<u> </u>
5	SEDIMENT FENCE (0280)	<u>310</u>	<u>FOOT</u>	<u> </u>	<u> </u>
6	SEDIMENT BARRIER, TYPE 3 (0280)	<u>510</u>	<u>FOOT</u>	<u> </u>	<u> </u>
7	POLLUTION CONTROL PLAN (0290)	<u>1</u>	<u>LS</u>	<u> </u>	<u> </u>
8	TURBIDITY MONITORING (0290)	<u>1</u>	<u>LS</u>	<u> </u>	<u> </u>
9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (310)	<u>1</u>	<u>LS</u>	<u> </u>	<u> </u>
10	CLEARING AND GRUBBING (0320)	<u>1</u>	<u>LS</u>	<u> </u>	<u> </u>

11	EMBANKMENT IN PLACE (0330)	300	CUYD		
12	STRUCTURE EXCAVATION (0510)	261	CUYD		
13	GRANULAR STRUCTURE BACKFILL (0510)	45	CUYD		
14	FURNISH MICROPILE EQUIPMENT (0515)	1	LS		
15	MICROPILES (0515)	4	EACH		
16	MICROPILE PROOF LOAD TEST (0515)	1	EACH		
17	REINFORCEMENT, GRADE 60 (0530)	2,000	LB		
18	GENERAL STRUCTURAL CONCRETE, CLASS 4000 (0540)	8	CUYD		
19	TIMBER GLULAM GIRDER BRIDGE (0570)	1	LS		
20	GABION FOUNDATIONS AND RETAINING WALLS (0596B)	1	LS		

BIDDER INFORMATION AND SIGNATURE

Bidder submits this bid as a: [circle applicable one]

(Corporation) (Partnership) (Individual) (Joint Venture)

If Partnership or Joint Venture, list all parties to the partnership or joint venture.

Name	Address
_____	_____
_____	_____
_____	_____

I, _____ (printed name) hereby declare, under penalty of perjury, that I am the _____ (title) of _____ (proper name of bidder) and am duly authorized to execute and submit this bid for and on behalf of Bidder and to bind Bidder to the requirements and conditions thereof; and that all information, representations and declarations presented by this document are, to the best of my knowledge, true, accurate and complete. I submit this bid to perform the above indicated work in good faith and without reservation.

(Signature)

(Date)

First-Tier Subcontractor Disclosure Form

Project Name: Beaver Creek Pedestrian Bridge Replacement Project

Bid Closing: **Date:** May 21, 2026 **Time:** 2:00 PM

(This form must be submitted to the City Recorder at the location specified in the Advertisement for Bids within two working hours after the date and time of the deadline when bids are due to the City if the bid amount is \$100,000 or more.)

The following first-tier subcontractor(s) will be furnishing labor or labor and materials in connection with this Work in value equal to or greater than

- (a) 5% of the total project bid or \$15,000, whichever is larger; or
- (b) \$350,000 regardless of the percentage of the total project bid:

Enter "None" if there are no subcontractors that need to be disclosed.

Subcontractor Name	Category of Work	Dollar Value of Subcontract

(attach additional sheets if necessary)

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Signature of person authorized to sign

Printed/typed name of person authorized to sign

Name of partnership, corporation, or joint venture

Telephone Number

Business Address:

Fax Number

City, State, Zip

Email Address



Contractor Responsibility Inquiry Form (Required)

BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

SECTION I - RESPONSIBILITY INQUIRY/CONTRACTOR REFERENCES

CITY reserves the right, pursuant to ORS 279C.375(3) to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Bidder's responsibility to perform the Contract. Submission of a signed Bid shall constitute approval for CITY to obtain any information CITY deems necessary to conduct the evaluation. CITY shall notify the apparent successful Bidder, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Bid rejection. CITY may postpone the award of the Contract after announcement of the apparent successful Bidder to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility, as required under ORS 279C.375(3), shall render the Bidder non-responsible and shall constitute grounds for Bid rejection, as required under ORS 279C.375(3).

1. BIDDER INFORMATION

Business Name: _____

Owner(s) Name: _____

Business Address:

Telephone Number: _____ Fax No.: _____

Email Address: _____

Name of Public Works Bonding Company: _____

Address of Public Works Bonding Company: _____
(street)

(city, state, zip)

Agent Name/Phone: _____

Public Works Bond Number: _____



Contractor Responsibility Inquiry Form (Required)

BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

2. BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Bidder shall provide a list of three different project references with the Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope performed in the last ten (10) years. Bidder shall submit this information using the form provided in this section or may use the Bidder's form. The list of three different project references shall include the following information. Secondary contact persons are not required, but are strongly recommended to ensure that the reference can be reached and provide a response.

Project Reference #1

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Reference Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Email Address for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Email Address for Contact Person #2: _____

Project Reference #2

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Reference Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Email Address for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Email Address for Contact Person #2: _____



Contractor Responsibility Inquiry Form (Required)

BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

Project Reference #3

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Reference Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Email Address for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Email address for Contact Person #2: _____

The references will be checked to determine if they are supportive of the Bidder's ability to meet the requirements of this invitation to bid.

Bidder must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

CITY reserves the right to choose and investigate any reference whether or not furnished by the Bidder, and to investigate past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

CITY may postpone the award or execution of the Contract after the announcement of the apparent successful Bidder in order to complete its investigation.

CITY may reject a bid if, the opinion of CITY, overall reference responses indicate inadequate performance.

CITY will make three attempts to contact the references from the list provided by the Contractor.

Each reference contacted will be asked the same questions, including but not limited to the above factors, including: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well Contractor met the terms of the contract; and (5) whether the reference would choose to hire the Contractor again.

Contractor's supervisor who is overseeing the work shall have experience on projects similar in both size and complexity and submit with the bid, references for three projects that were performed within the last ten (10) years.

References provided for the Contractor's supervisor may be the same three (3) references that are provided for the Contractor.

Name of Contractor's Supervisor: _____



Contractor Responsibility Inquiry Form (Required)

BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

- Check this box if all three references provided for the Contractor's supervisor are the same three (3) references that are provided for the Contractor above.
- Check this box if one or more references provided for the Contractor's supervisor are provided on a separate sheet (attach with the bid).

The list of references will include the following information:

Name of Project
Project Location
Project Date
Firm Name for Reference Contact Person #1
Name of Contact Person #1
Telephone Number for Contact Person #1
Email address for Contact Person #1
Firm Name for Contact Person #2
Name of Contact Person #2
Telephone Number for Contact Person #2
Email address for Contact Person #2

Bidder must provide references with the bid that can be contacted regarding the quality of workmanship and service that the Contractor's supervisor provided on current and past projects of similar size and complexity. Secondary contact persons are not required, but are strongly recommended to ensure that the reference can be reached and provide a response.

Bond # _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
as Principal, and _____,
a corporation duly authorized to do a general surety business in Oregon, as Surety,
are jointly and severally held and bound unto the City of Troutdale, 219 E. Historic
Columbia River Highway, Troutdale, OR 97060 as Owner, in the penal sum of
_____ (\$ _____)
in lawful money of the United States for the payment of which, well and truly to be
made, we bind ourselves and our successors and assigns, jointly and severally,
firmly by these presents:

The condition of this bond is such that whereas, the Principal has submitted to
Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into an
Agreement in writing for the construction of

Beaver Creek Pedestrian Bridge Replacement Project

(Project Name)

NOW, THEREFORE,

- a) If said Bid shall be rejected, or
- b) If said Bid shall be accepted and the Principal shall execute and deliver an Agreement in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Bond # _____

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this the ____ day of _____, 20__.

ATTEST:

Principal

Print or Type Name / Title

ATTEST:

Surety

Print or Type Name / Title

(SEAL)

Surety's Address:

Surety Phone/Fax:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of OREGON.



Notice of Intent to Award

Project Name: BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

Date: [Click and Type Date]

The City of Troutdale has received and evaluated bids /proposals for the above-named project and intends to make an award to the following bidder/proposer: **[Click and Type Name]**.

If you desire to protest this intent to award, you may do so only if:

- 1) You would be eligible to be awarded the contract in the event the protest is successful.
- 2) The reason for the protest is that:
 - a. All lower bids or higher ranked proposals are nonresponsive;
 - b. The City has failed to conduct the evaluation of proposals in accordance with the criteria or process described in the solicitation materials;
 - c. The City has abused its discretion in rejecting your bid or proposal as nonresponsive;or
 - d. The City's evaluation of bids or proposals or the City's subsequent determination of award is otherwise in violation of ORS Chapters 279A or 279C.

Any protest must be submitted in writing no more than seven (7) days following this notice of intent to award to: City Manager, City of Troutdale, 321 E. Historic Columbia River Highway, Troutdale, OR 97060. The outside of the envelope containing the protest must be clearly marked "Protest of Intent to Award". The protest must specify the grounds for the protest. Late protests shall not be considered.

City of Troutdale

Travis Hultin
Public Works Director & Chief Engineer

C: City Manager

NOTICE OF AWARD



TO: [COMPANY NAME]
[STREET ADDRESS]
[CITY, STATE ZIP]

PROJECT: BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

The OWNER has considered the BID submitted by you for the above described work in response to its Advertisement for Bids, dated [DATE], and Instructions to Bidders.

You are hereby notified that your BID has been accepted for this work in the amount of [GRAND TOTAL IN WORDS] (\$[GRAND TOTAL IN FIGURES]).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificate(s) of Insurance within TEN (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Certificates within TEN (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this _____ day of _____, 20__.

OWNER: City of Troutdale

By: _____
Travis Hultin
Public Works Director & Chief Engineer

ACCEPTANCE OF NOTICE RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED BY

Contractor: _____

This the _____ day of _____, 20__.

Signed: _____

Title: _____



AGREEMENT FOR BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

This agreement is between the City of Troutdale, a municipal corporation in the State of Oregon (hereinafter called OWNER), and **[CONTRACTOR'S COMPANY NAME]** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WORK: CONTRACTOR shall provide all labor, materials, and equipment necessary to complete the Work specified in the Contract Documents and known as Beaver Creek Pedestrian Bridge Replacement Project, which is generally described as furnishing all labor, material, and equipment necessary for the construction of the Beaver Creek Pedestrian Bridge. Work elements include, but are not limited to, the following:

- Removal of the existing Beaver Creek Bridge Structure.
- Protection of environmental features, including wetlands and other waters including temporary management of Beaver Creek during construction.
- Installation of 161'-4" premanufactured bridge structure, including Micropiles, Timber Glulam Girder Bridge, Gabion Foundations and Retaining Walls.
- Planting and site restoration of the project site.

1. **WORK:** CONTRACTOR shall provide all labor, materials, and equipment necessary to complete the Work specified in the Contract Documents and known as Beaver Creek Pedestrian Bridge Replacement Project, which is generally described as furnishing all labor, material, and equipment necessary for the construction of the Beaver Creek Pedestrian Bridge. Work elements include, but are not limited to, the following:

- Removal of the existing Beaver Creek Bridge Structure.
- Protection of environmental features, including wetlands and other waters including temporary management of Beaver Creek during construction.
- Installation of 161'-4" premanufactured bridge structure, including Micropiles, Timber Glulam Girder Bridge, Gabion Foundations and Retaining Walls.
- Planting and site restoration of the project site.

2. **ENGINEER:** Parametrix is hereinafter called ENGINEER and is to act as OWNER'S representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. **CONTRACT TIME:** CONTRACTOR will complete all Work specified in the Contract Documents no later than September 30, 2026.

4. **LIQUIDATED DAMAGES:** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified in Paragraph 3 above plus any extensions thereof allowed in accordance with the Contract Documents. OWNER and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER five hundred dollars (\$500) for each day that expires after the time specified in Paragraph 3 above until the Work is complete. OWNER may recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by OWNER.
5. **CONTRACT PRICE:** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the accepted bid, which, based upon the assumed quantities, is in the amount of **[PRICE IN WORDS]** dollars (\$**[PRICE IN NUMBERS]**).

6. **STATUTORY REQUIREMENTS:**

(A) CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to the CONTRACTOR labor or material for the performance of the work provided for in the Agreement;
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR or subcontractor incurred in the performance of the contract;
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished;
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;
- (5) Demonstrate that an employee drug testing program is in place;
- (6) To the extent the Work includes demolition, salvage or recycle construction and demolition debris, if feasible and cost-effective;
- (7) To the extent the Work includes lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective;

(B) If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the Agreement as the claim becomes due, OWNER may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of the Agreement;

(C) If the CONTRACTOR or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from OWNER, CONTRACTOR or its subcontractor owes the person

the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived;

- (D) If CONTRACTOR or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580;
- (E) Paying a claim in the manner authorized in (B) through (D) above does not relieve the CONTRACTOR or the CONTRACTOR's surety from obligation with respect to an unpaid claim;
- (F) No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:
 - (1) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (2) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;
- (G) CONTRACTOR shall give notice in writing to employees who work on Work covered by the Agreement, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work;
- (H) CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums that the CONTRACTOR agrees to pay for the services and all moneys and sums that the CONTRACTOR collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services;
- (I) CONTRACTOR shall comply with ORS 656.017 unless exempt under ORS 656.126;
- (J) The withholding of retainage by CONTRACTOR and its subcontractors shall be in accordance with ORS 701.420;
- (K) In accordance with ORS 279C.560, unless OWNER finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, OWNER will approve the CONTRACTOR's written request to deposit bonds, securities or other instruments with the OWNER or in a custodial account or other account satisfactory to OWNER with an approved bank or trust company, to be held instead of cash retainage for the benefit of OWNER. In such event, OWNER 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 shall accrue to the CONTRACTOR. Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to OWNER and shall be of a kind 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; or Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008. The CONTRACTOR shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as OWNER may require to protect its interests. When OWNER determines that all requirements for the protection of OWNER's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the CONTRACTOR. If OWNER accepts a surety bond from CONTRACTOR in lieu of retainage, CONTRACTOR shall accept like bonds from its subcontractors or suppliers from which CONTRACTOR has retainage. CONTRACTOR shall then reduce the moneys CONTRACTOR holds as retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier.

- (L) OWNER shall make progress payments on the Agreement monthly as work progresses. Payments shall be based upon estimates of work completed that are approved by OWNER. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. OWNER shall pay to CONTRACTOR interest on the progress payment, not including retainage, due the CONTRACTOR. The interest shall commence 30 days after receipt of the invoice from the CONTRACTOR or 15 days after the payment is approved by OWNER, whichever is the earlier date. The rate of interest charged to OWNER on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from CONTRACTOR or 15 days after the payment is approved by OWNER, whichever is the earlier date, but the rate of interest may not exceed 30 percent. Interest shall be paid automatically when payments become overdue. OWNER shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on the Agreement. OWNER will not require CONTRACTOR to petition, invoice, bill or wait additional days to receive interest due. When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, OWNER shall so notify CONTRACTOR within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by CONTRACTOR within seven days of being notified by OWNER, may not cause a payment to be made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, CONTRACTOR, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to OWNER or pay document provided by OWNER to CONTRACTOR specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between OWNER and CONTRACTOR.

- (M) OWNER will reserve as retainage from all progress payment five percent (5%) of the payment. As work progresses, OWNER may (but is not required) reduce the amount of the retainage and OWNER may (but is not required) eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the Agreement is completed if, in OWNER's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by CONTRACTOR, and the application shall include written approval of CONTRACTOR's surety. However, when the contract work is 97.5 percent completed, OWNER may, at the OWNER's sole discretion and without application by CONTRACTOR, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of a written application by CONTRACTOR, the OWNER shall respond in writing within a reasonable time. The retainage held by OWNER shall be included in and paid to CONTRACTOR as part of the final payment of the contract price. OWNER shall pay to CONTRACTOR interest at the rate of 1.5 percent per month on the final payment due CONTRACTOR, interest to commence 30 days after the work under the Agreement has been completed and accepted and to run until the date when the final payment is tendered to CONTRACTOR. CONTRACTOR shall notify OWNER in writing when the CONTRACTOR considers the work complete and OWNER shall, within 15 days after receiving the written notice, either accept the work or notify CONTRACTOR of work yet to be performed on the Agreement. If OWNER does not, within the time allowed, notify CONTRACTOR of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.
- (N) CONTRACTOR shall include in each subcontract for property or services the contractor enters into with a subcontractor, including a material supplier, for the purpose of performing a construction contract:
- (1) A payment clause that obligates CONTRACTOR to pay subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the OWNER pays to CONTRACTOR under the Agreement;
 - (2) A clause that requires CONTRACTOR to provide subcontractor with a standard form that the subcontractor may use as an application for payment or another method by which the subcontractor may claim a payment due from CONTRACTOR;
 - (3) A clause that requires CONTRACTOR, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. CONTRACTOR may change the form or the regular administrative procedures CONTRACTOR uses for processing payments if CONTRACTOR: (i) Notifies the subcontractor in writing at least 45 days before the date on which the CONTRACTOR makes the change; and (ii) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
 - (4) An interest penalty clause that obligates CONTRACTOR, if the CONTRACTOR does not pay the subcontractor within 30 days after receiving payment from OWNER, to pay subcontractor an interest penalty on amounts due in each payment CONTRACTOR does not make in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. CONTRACTOR or

subcontractor is not obligated to pay an interest penalty if the only reason that CONTRACTOR or subcontractor did not make payment when payment was due is that CONTRACTOR or subcontractor did not receive payment from OWNER or CONTRACTOR when payment was due. The interest penalty: (i) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and (ii) Is computed at the rate specified in ORS 279C.515 (2).

- (O) CONTRACTOR shall, in each of the CONTRACTOR's subcontracts, require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (N) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.
- (P) CONTRACTOR expressly agrees to be bound by and comply with prevailing rate of wage laws applicable to CONTRACTOR's Work in accordance with ORS 279C.800 et seq. The prevailing wage rates in effect when this Project was first advertised are hereby expressly incorporated into this Agreement by reference. Information on BOLI Prevailing Wage Rates may be obtained at the following site: www.oregon.gov/BOLI/WHD/PWR/. A copy of these rates may be requested by calling the Bureau of Labor and Industries directly (Bureau of Labor and Industries – (971) 673-0838). Information on the Federal Davis-Bacon Act rates may be obtained at the following site: <http://www.oregon.gov/ODOT/HWY/SPECS/Pages/wages.aspx>. CONTRACTOR's workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- (Q) CONTRACTOR shall have a public works bond filed with the Construction Contractors Board and shall provide OWNER with a copy of such bond before starting work unless CONTRACTOR is exempt under ORS 279C.836(4), (7), (8) or (9). CONTRACTOR shall include a similar provision in any subcontract.
- (R) CONTRACTOR shall keep the prevailing rates of wage for Project posted in a conspicuous and accessible place in or about the Project and, if it provides a health and welfare plan or pension plan or both, shall post a notice describing the plan, including information on how and where to make claims and where to obtain further information, in a conspicuous and accessible place in or about the Project.
- (S) CONTRACTOR shall furnish to OWNER a weekly affidavit with supporting detailed exhibits in a form that complies with the certified statement requirements of ORS 279C.845, certifying wages paid and to whom during each preceding weekly payroll period, for itself and all subcontractors who are required to submit such certified statements under ORS 279C.845. If CONTRACTOR has failed to timely submit a required certified statement, OWNER, pursuant to ORS 279C.845(8), shall withhold twenty-five percent (25%) from any amount owed to CONTRACTOR until CONTRACTOR provides the required certified statement.

7. **CONTRACT DOCUMENTS:** The Contract Documents include the following:

Advertisement for Bids
Instructions to Bidders
Bid Form
Bid Security
Notice of Award
Agreement
Notice to Proceed
Payment Bond

Performance Bond
General Conditions
Special Provisions
Specifications
Drawings
Change Orders
Addenda (If Any)

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement this _____ day of _____, 20____.

OWNER:

CONTRACTOR:

Signature

Signature

Typed or printed name

Typed or printed name

CITY OF TROUTDALE
219 E Historic Columbia River Highway
Troutdale, OR 97060

Name of Partnership, Corporation, or joint Venture

Business Address

(503) 665-5175

Telephone Number

City, State, Zip

Approved as to form:

Telephone Number

City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that **[CONTRACTOR]**, as PRINCIPAL, and _____ a corporation, duly authorized to do a general surety business in Oregon, as SURETY, are jointly and severally held and bound unto **CITY OF TROUTDALE, 219 E. Historic Columbia River Highway, Troutdale, Oregon 97060**, as OWNER, in the penal sum of **[AMOUNT IN WORDS]** (**[\$AMOUNT IN FIGURES]**) in lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves and our successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT WHEREAS, the Principal entered into a certain contract with the OWNER, dated on the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of the

BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

NOW, THEREFORE, if said PRINCIPAL herein shall promptly make payment to all persons, firms subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise the same shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Bond # _____

CoT Contract # ___PW_____

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this the _____ day of _____, 20__.

ATTEST:

Principal

Print or Type Name / Title

ATTEST:

Surety

Print or Type Name / Title

(SEAL)

Surety's Address: _____

Surety Phone/Fax: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of OREGON.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that **[CONTRACTOR]**, as PRINCIPAL, and _____ a corporation, duly authorized to do a general surety business in Oregon, as SURETY, are jointly and severally held and bound unto **CITY OF TROUTDALE, 219 E. Historic Columbia River Highway, Troutdale, Oregon 97060**, as OWNER, in the penal sum of **[AMOUNT IN WORDS]** (**[\$AMOUNT IN FIGURES]**) in lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves and our successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT WHEREAS, the Principal entered into a certain Agreement with the OWNER, dated on the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the

BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

NOW, THEREFORE, if said PRINCIPAL herein shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, and conditions of said Agreement during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period and if he shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise the same shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Bond # _____

CoT Contract # ___PW_____

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this the _____ day of _____, 20__.

ATTEST:

Principal

Print or Type Name / Title

ATTEST:

Surety

Print or Type Name / Title

(SEAL)

Surety's Address: _____

Surety Phone/Fax: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of OREGON.



NOTICE TO PROCEED

TO: [Company Name]
[Address 1]
[Address 2]
[City, State, Zip]

DATE: [Date]

PROJECT: BEAVER CREEK PEDESTRIAN BRIDGE REPLACEMENT PROJECT

You are hereby notified to commence work in accordance with the Agreement dated [Agreement Date], on or before [Due Date], and you are to complete the work within [Performance Time] consecutive calendar days thereafter.

The date of completion of all work is, therefore, [Completion Date].

CITY OF TROUTDALE

[NAME]
[TITLE]

ACCEPTANCE OF NOTICE

**RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED
BY**

Contractor: _____

This the _____ day of _____, 20__.

Signed: _____

Print Name: _____

Title: _____

CHANGE ORDER

Project Beaver Creek Pedestrian Bridge **Date**
Replacement Project
Owner City of Troutdale **Contractor**
Project Engineer Parametrix **CoT Contract #** _____ **PW** _____

The following Change(s) is/are made to the Contract Documents for the above referenced project:

1. Proposed by (Owner / Contractor)

This item will (increase / decrease) the contract grand total by \$
This item will (increase / decrease) the performance time by calendar days

2. Proposed by (Owner / Contractor)

This item will (increase / decrease) the contract grand total by \$
This item will (increase / decrease) the performance time by calendar days

In total for this Change Order, the Grand Total of the Contract is (increased/decreased) as follows:

Original Grand Total of Contract	\$
Sum Change to Grand Total of Previous Change Orders	\$
Sum Change to Grand Total for this Change Order	\$
Grand Total of Contract as of execution of this Change Order	\$

In total for this Change Order, the Performance Time of the Contract is (increased/decreased) as follows:

Original Performance Time of Contract	calendar days
Sum Change to Performance Time of Previous Change Orders	calendar days
Sum Change to Performance Time for this Change Order	calendar days
Performance Time of Contract as of this Change Order	calendar days

The Completion Date for all work under this contract is therefore

Issued by Engineer (REQUIRED)

Approved by Agency (REQUIRED)

(Print Name) (date)

(Print Name) (date)

(signature)

(signature)

Acknowledged by _____
Contractor: (Initial) (Print Name) (title) (date)

If this Change Order increases the Contract Amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents.

Any Protest of this Change Order shall be resolved in accordance with Section 199.20 of the Standard Specifications.

STANDARD SPECIFICATIONS

The standard specifications for this project are the *2024 Oregon Standard Specifications of Construction*.

The *2024 Oregon Standard Specifications of Construction* are further modified and supplemented for all projects by the City of Troutdale *Construction Standards for Public Works Facilities* (available at <https://www.troutdaleoregon.gov/publicworks/page/construction-standards>); and are further modified and supplemented for this project by Special Provisions, Project Plans, and other references as indicated herein. All the above-referenced documents are hereby incorporated into and made a part of these Contract Documents in their entirety.

Beaver Creek Pedestrian Bridge Replacement Project

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CITY OF TROUTDALE PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

FOR

Beaver Creek Pedestrian Bridge Replacement Project
SE Evans Circle, Troutdale, OR
Structure & Grading

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>REGISTERED PROFESSIONAL ENGINEER 58027 Digitally Signed 2026.03.04 15:11:46-08'00' OREGON JULY 15, 2003 JAMES A. PHILLIPS EXPIRES: 12/31/26</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Temporary Traffic Control, Temporary Water Management, Erosion Control, Earthwork, Aggregate Bases, and Planting and Seeding. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00221, 00222, 00223, 00237, 00245, 00270, 00280, 00305, 00310, 00320, 00330, 00350, 00640, 01030, 01040, and 02320</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Beaver Creek Pedestrian Bridge Replacement Project


CITY OF TROUTDALE PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

FOR

Beaver Creek Pedestrian Bridge Replacement Project
SE Evans Circle, Troutdale, OR
Structure & Grading

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>REGISTERED PROFESSIONAL ENGINEER 88969PE Digitally Signed 03/05/2026 OREGON MARCH 09, 2021 CHELSEA HORCHY EXPIRES: 06/30/27</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Timber Structure and Gabion Foundation and Walls. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00510, 00515, 00530, 00540, 00570, 00596B, 02050, and 02510</p>
--	--

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Beaver Creek Pedestrian Bridge Replacement Project

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- EquipmentWatch
www.equipmentwatch.com
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Environmental Product Declaration
<https://www.oregon.gov/odot/Construction/Pages/Environmental-Product-Declarations.aspx>
- ODOT Estimating
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/
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc

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

00110.10 Abbreviations – Add the following paragraphs to the end of this subsection:

EPD – Environmental Product Declaration

PCD - Pedestrian Channelizing Device

TMC – Troutdale Municipal Code

Delete the following paragraph:

DBE – Disadvantaged Business Enterprise

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

Acknowledgment of Completion - See Third Notification. Written acknowledgment by the Engineer, subject to Final Acceptance, that as of the date of the notification the Contractor has completed the Project in accordance with the Contract, including without limitation completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

Construction Standards - The Construction Standards for Public Works Facilities, published by the City of Troutdale

Department Director - The Director or otherwise designated head of the Agency department that is managing the project.

Environmental Product Declaration - An environmental declaration providing environmental data using predetermined parameters and, where relevant, additional environmental information. *ISO 14025* refers to these as Type III Environmental Declarations.

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

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

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

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

Plan Center - A commercial business or nonprofit organization that compiles copies of Solicitation Documents from various Projects across various agencies and private businesses to make them available for viewing by its members and customers. A Plan Center

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is not a Plan Source unless it is specifically designated the Plan Source in the Solicitation Document.

Plan Source - The Agency or its designee identified in the Advertisement that administers distribution of plans to prospective Bidders and interested Entities and maintains the Planholders List.

Planholders List - The list of prospective Bidders and other Entities that have obtained the Solicitation Documents from the Plan Source specified in the Advertisement for Bids (and Instructions to Bidders) and have provided the required contact information to the Plan Source.

Project Limits - The geographical boundary encompassing the Project Site.

Punch List - The list of deficiencies in the Work and corrections of the Work required determined during the Final Inspection.

Qualified Products List - The Qualified Products List published by the Oregon Department of Transportation. Any product specified or permitted in the City of Troutdale's Construction Standards for Public Works Facilities, shall be considered to be on the QPL and treated as if listed in the QPL explicitly.

Working Day - Every Calendar Day excluding Saturdays, Sundays and legal holidays observed by the City of Troutdale

Replace the following Definitions with the Definitions below:

Bid Booklet - The bound paper version included in the Solicitation Documents, or the electronic version thereof issued by the Agency.

Bid Section - The portion of the Bid Booklet containing all pages after the Advertisement for Bids and before the Contract Document and Forms Section.

Change Order - A written order approved by the Agency and issued by the Engineer to the Contractor modifying Work required by the Contract, or adding Work within the scope of the Contract, and, if applicable, establishing the basis of payment for the modified Work.

City Manager - The principle management position in the City of Troutdale. The City Manager is the Agency representative presiding over Agency-level claims review under Section 00199.40 for contracts entered into by the City of Troutdale.

Class of Work - A designation referring to the type of Work in which Bidders may be required to pre-qualify.

Existing Surfacing - Pavements, slabs, curbs, gutters, walks, driveways, and similar constructions of bricks, blocks, portland cement concrete, bituminous treated materials, and granular surfacing materials present within the project site immediately prior to the commencement of construction.

Notice to Contractors - The public announcement inviting Bids for Work to be performed or Materials to be provided. See Advertisement.

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Notice to Proceed - Written notice authorizing the Contractor to begin performance of the Work and indicating the date upon which Contract Time charges will commence.

Project Manager - The Engineer's representative who directly supervises the engineering and administration of a Contract. The Engineer may delegate some or all of his authority under these specifications to the Project Manager or Inspector by written order. If the Engineer does not designate a Project Manager, the Engineer shall be the Project Manager.

Schedule of Items - The list of Pay Items, their units of measurement, estimated quantities, and prices. See Bid Schedule.

Second Notification - See Punch List. Written acknowledgment by the Engineer of the end of Contract Time according to 00180.50(g).

Specifications - The Construction Standards, Standard Specifications, the Supplemental Specifications, and Special Provisions, together with all provisions of other documents incorporated therein by reference.

Third Notification - See Acknowledgment of Completion. Written acknowledgment by the Engineer, subject to Final Acceptance, that as of the date of the notification the Contractor has completed the Project according to the Contract, including without limitation completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

Delete the following Definitions:

Contract Administration Engineer

First Notification

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders – Replace this subsection with the following subsection:

00120.00 Governing Law - Bidding requirements and procedures shall be in accordance with the Troutdale Municipal Code and the Oregon Revised Statutes.

00120.01 General Bidding Requirements - Replace this subsection with the following subsection:

00120.01 Prequalification of Bidders – . Bidders shall make application for prequalification on standard forms furnished by the Agency and shall return the completed application and fee to the Agency office specified in the Special Provisions.

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Prequalification shall be required only when specifically indicated in the Special Provisions. When required, Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class or Classes of Work specified in the Special Provisions, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the Project was advertised prior to the revocation or revision. The Agency will consider a Bid from a Bidder whose complete application for prequalification has been received by the Agency at least 10 Calendar Days before the opening of Bids. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as".

The Agency may evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

Add the following Subsection:

00120.02 General Bidding Requirements – Bidders shall obtain and submit Bids by paper.

When prequalification is required, the standard prequalification forms furnished by the Agency shall be used by the Bidder to file authorized signatures with the Agency. Signatures are of personnel authorized to submit Bids, modify Bids, or withdraw Bids.

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Replace this subsection, except for the subsection number and title, with the following:

Informational Plans and Specifications (not for bidding) may also be purchased from the Plan Source. Copies of the Standard Specifications may be purchased from the Agency at the Department of Public Works, 342 SW 4th Street, Troutdale, Oregon, 97060 (Tel: 503.674.3300).

- (a) Paper Bids - Bidders may obtain Solicitation Documents from the Plan Source indicated in the Advertisement for Bids and the Instructions to Bidders. Each request must include both the name of the person ordering or obtaining the Solicitation Documents, and the name, mailing address, telephone number, and email address (if any) of the Entity intending to use them. (The Plan Source will add the name of the Entity intending to use the Solicitation Documents to the Planholders List.) Bidders are cautioned that only Solicitation Documents obtained from the Plan Source may be used to submit Bids for the paper method for submitting Bids.

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

"
Beaver Creek Pedestrian Bridge Replacement Project
SE Evans Circle, Troutdale, OR
March 2026"

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00120.10 Bid Booklet – Replace this subsection, except for the subsection number and title, with the following:

The Bid Booklet may include, but is not limited to:

- Advertisement
- Bid Section
- Contract Documents and Forms
- Conditions of the Contract
- Prevailing Wage Handbook, published by the Bureau of Labor and Industries (typically incorporated by reference).
- Appendix, which includes required time-sensitive forms, sample forms, and other informational pages.

The Bid Section includes all pages after the Advertisement for Bids and before the Contract Documents and Forms Section. The Bid Section may include, but is not limited to:

- Instructions to Bidders including, but not limited to:
 - Description and location of the proposed Project
 - Time, date, and location for opening Bids
 - Project completion time
- Bid Form including, but not limited to:
 - Identification of Bidder(s)
 - Bidder's Declarations
 - Bid Schedule
 - Bid signature page
- Bid Bond form
- First-tier Subcontractor disclosure form

Depending on the Project, other certificates or statements may be bound within the Bid Section. The entirety of the Solicitation Documents, including Plans, specifications and other documents incorporated therein by reference, will be considered part of the Bid.

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - Replace this subsection, except for the subsection number and title, with the following:

Before submitting a Bid, Bidders shall carefully examine the site of the proposed Work, the Bid Booklet, Plans, and Specifications. Bidders shall also contact Utility owners to verify all Utilities' anticipated involvement on the Project Site. Bidders shall review any subsurface investigation material referenced in 00120.25 that may be available. Submission of a Bid will

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constitute confirmation that the Bidder has examined the Project Site and Solicitation Documents and any subsurface investigation material made available by the Agency, finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work, and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Agency and its employees will not be responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Engineer. Requests shall be made not less than seven calendar days before Bid Closing. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Planholders according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made not less than seven calendar days prior to Bid Closing.

00120.16(a) Written Request - Replace this subsection, except for the subsection number and title, with the following:

Unless specified as the subject of an exemption per ORS 279C.345, if a Bidder proposes to use Materials, Equipment, products, and/or methods other than those specified, the Bidder shall send a written request to the Engineer, at least 7 Calendar Days prior to Bid Closing, including complete descriptive and technical information on the proposed Materials, Equipment, products, and/or methods.

00120.16(f) Notification of Holders of Bidding Plans - Replace this subsection with the following subsection:

00120.16(f) Notification of Planholders - If the Engineer approves any proposed substitution, such approval, and any modifications necessitated to the design and construction by the substitution, will be sent to all Planholders through an Addendum.

00120.25 Subsurface Investigations – Replace the sentence that begins “If reports have been prepared...” with the following sentence:

If reports have been prepared, copies will be available at the Engineer's office or from the Plan Source.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Replace this subsection, except for the subsection number and title, with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. Only holders of Solicitation Documents obtained from the Plan Source who have been identified by the Plan Source as Planholders, as required by 00120.05, will be notified of these Addenda by mail, delivery service, electronic mail, or electronic facsimile (FAX) sent to the Bidder's address, email address or FAX number as it appears on the Planholders List.

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Addenda may be posted on the Agency's website for the convenience of Bidders and for public information. In such cases, Addenda may be downloaded from the web site. Bidders shall be responsible for checking the Agency web site for Addenda. Bidders should check the web site weekly until the week of Bid Closing and daily the week of Bid Closing.

It is the Bidder's responsibility to determine whether any Addenda have been issued and to obtain copies of such Addenda from the Agency or the Plan Source. Bidders, not the Agency, shall be responsible for failure of Bidders to determine whether any Addenda have been issued and to request copies of, or download (when applicable), such Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda published before Bid Closing.

00120.40(a)(2) Electronic Bids - Delete this subsection.

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(c)(2) Electronic Bid Schedule Entries - Delete this subsection.

00120.40(d) Bidder's Address and Signature Pages - Replace this subsection, except for the subsection number and title, with the following:

Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

00120.40(e) Bid Guaranty - Replace the sentence that begins "All Bids shall be..." with the following sentence:

All Bids shall be accompanied by a Bid guaranty in the amount of 5% of the total amount of the Bid.

00120.40(e)(1) Bid Guaranty with Paper Bids - Replace the sentence that begins "Bidders shall submit..." with the following sentence:

Bidders shall submit the bond with original signatures and the Surety's seal affixed and the Surety's address and telephone number clearly indicated.

00120.40(e)(2) Bid Guaranty with Electronic Bids - Delete this subsection.

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00120.40(f) Disclosure of First-Tier Subcontractors – Replace this subsection, except for the subsection number and title, with the following:

If a Bidder's Bid on a public improvement Project exceeds \$100,000, the Bidder shall, not later than the time of Bids Closing, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

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.

The Subcontractor Disclosure Form may be submitted for a paper Bid (see 00120.05(b)(1)) by:

- 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;
- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Agency at the address or FAX number given in the Bid Booklet.

Subcontractor Disclosure Forms submitted by any method will be considered late if not received prior to or at the time designated for receiving Bids.

The Agency is not responsible for partial, failed, illegible or partially legible or e-mail 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.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.40(g) Disclosure of Conflict of Interest - Delete this subsection.

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00120.45 Submittal of Bids – Replace this subsection, except for the subsection number and title, with the following:

Paper Bids - Paper bids may be submitted by mail, parcel delivery service, or hand delivery to the offices and addresses, and at the times given in the Bid Booklet. Submit paper Bids in a sealed opaque envelope marked with the word "Sealed Bid", the date and time of the Bid Opening, the name of the Project, and the name and address of the Bidder. If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the paper Bid inside the delivery or courier service's envelope. Closing time for acceptance of paper Bids shall be indicated in the Solicitation Documents.

Paper Bids submitted after the time set for receiving paper Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late paper Bids.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

00120.50 Submitting Bids for More than One Contract - Replace the sentence that begins "A Bidder who desires..." with the following sentence:

A Bidder who desires to submit Bids for more than one Contract at a single opening of multiple Bids may submit one of the "Limiting Statements" in the Bid as follows:

00120.60 Revision or Withdrawal of Bids – Replace this subsection, except for the subsection number and title, with the following:

Paper Bids - Information entered into the paper Bid Booklet by the Bidder may be changed after the paper Bid has been delivered to the Agency, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet;
- Changes are received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids;
- The Project name and Bidder's name is included; and
- The changes are submitted in writing to the same offices for submitting bids given in the paper Bid booklet, signed by an individual authorized to sign the Bid.

A Bidder may withdraw its paper Bid after it has been delivered to the Agency, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead, either in person or by FAX, and includes the Project name and Bidder's name;
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids

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00120.65 Opening and Comparing Bids- Replace the paragraph that begins “Bids will be opened...” with the following paragraph:

Bids will be opened and the total price for each Bid will be read aloud publicly at the time and place indicated in the Advertisement and the Bid Booklet. Bidders and other interested parties are invited to be present.

Add the following paragraph to the end of this subsection:

Conflicts between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum

00120.70 Rejection of Nonresponsive Bids - Replace the bullet that begins “The Bid is submitted on documents...” with the following bullet:

- The Bid is submitted on documents not obtained directly from the Plan Source, as required by 00120.05.

Replace the bullet that begins “The Bid has entries not typed...” with the following bullet:

- The Bid has entries not typed or in ink, or has signatures or initials not in ink.

Replace the bullet that begins “The Oregon Construction...” with the following bullet:

- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Solicitation Document. This requirement applies to Agency-funded and State-funded Projects, with the exception of Aggregate production and landscape Projects. (not required on Federal-Aid Projects)

Replace the bullet that begins “A disclosure of first-tier...” with the following bullet:

- A disclosure of first-tier Subcontractors, if required under 00120.40(f), is not received prior to or at the time Bids are due to be submitted, or the disclosure form is not complete.

Replace the bullet that begins “The Bid contains entries that are not ...” with the following bullet:

- The Bid contains entries that are less than zero.

Delete the bullet that begins “The Bidder has not complied with the DBE...”.

Delete the bullet that begins “Electronic Bids not received...”.

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

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

Add the following paragraph to the end of this subsection:

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The Agency may reject any or all Bids and waive irregularities not affecting its substantial rights in accordance with ORS 279C upon a finding of the Agency that it is in the public interest to do so.

00120.80 Reciprocal Preference for Oregon Resident Bidders - Replace the paragraph that begins “Bidders shall complete...” with the following paragraph:

Bidders shall complete the declaration of residency provided by the Agency in the Bid Form. Failure to properly complete the form will be cause to reject the Bid.

Replace the paragraph that begins “As used in the certificate...” with the following paragraph:

As used in the Bid Form and this Subsection, "Resident Bidder" means a Bidder who meets the definition in ORS 279A.120.

Replace the paragraph that begins ““Nonresident Bidder” means...” with the following paragraph:

"Nonresident Bidder" means a Bidder who is not a Resident Bidder as defined in ORS 279A.120.

00120.90 Disqualification of Bidders - Replace the bullet that begins “Note been prequalified...” with the following bullet:

- Not been prequalified as required by 00120.01, when required;

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications modified as follows:

Add the following subsection:

00130.00 Governing Law - Award and execution of contract shall be in accordance with the Troutdale Municipal Code.

00130.00 Consideration of Bids – Replace this subsection number and title with the following:

00130.05 Consideration of Bids

00130.05 Consideration of Bids - Replace the paragraph that begins “The Agency reserves...” with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any Bids for irregularities under 00120.70 or all bids for good cause after finding that it

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is in the public interest to do so (ORS 279C.395). The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

00130.10 Award of Contract - Replace the paragraph that begins “The Agency will provide...” with the following paragraph:

The Agency will provide Notice of Intent to Award to all bidders via postal mail, email and may post the Notice on the Agency's web site.

Replace the bullet that begins “Three working days...” with the following bullet:

- Seven Calendar Days after the Notice of Intent to Award has been posted as specified in the advertised solicitation or Addendum thereto; or

Replace the paragraph that begins “If the Agency accepts...” with the following paragraph:

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder a written Notice of Award.

Replace the paragraph that begins “Notice of Award...” with the following paragraph:

Notice of Award and Contract Documents ready for execution will be sent within 30 Calendar Days of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement

Add the following paragraph to the end of this subsection:

If the Agency changes the award based on an upheld protest of an aggrieved Bidder, the Agency will send a new Notice of Intent to Award to all Bidders.

00130.15 Right to Protest Award – Replace this subsection, except for the subsection number and title, with the following:

Adversely affected or aggrieved Bidders may submit to the Agency a written protest of the Agency's intent to Award within seven Calendar Days following the date of the Notice of Intent to Award. The protest shall specify the grounds and supporting evidence upon which it is based. A Bidder may protest the intent to award only if:

- The Bidder would be eligible to be awarded the contract in the event the protest is successful.
- The reason for the protest is that:
 - (a) All lower bids or higher ranked proposals are nonresponsive;
 - (b) The City has failed to conduct the evaluation of proposals in accordance with the criteria or process described in the solicitation materials;
 - (c) The City has abused its discretion in rejecting a bid or proposal as nonresponsive; or
 - (d) The City's evaluation of bids or proposals or the City's subsequent determination of award is otherwise in violation of ORS Chapters 279A or 279C.

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The Agency will not consider late protests

00130.20 Cancellation of Award – Replace this subsection, except for the subsection number and title, with the following:

Without liability to the Agency, the Agency may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C for rejection of Bids, upon finding it is in the public interest to do so.

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(a) By the Bidder - Replace the paragraph that begins "The successful Bidder..." with the following paragraph:

The successful Bidder shall deliver the properly executed Contract, Performance Bond, Payment Bond, certification of workers' compensation coverage, and the required certificates of insurance, to the Agency within 10 Calendar Days after the date on which the Notice of Award is sent or otherwise conveyed to the Bidder under 00130.10. The Bidder shall return the originals of all documents received from the Agency and named in this Subsection, with original signatures. Certificates of insurance shall also be originals. Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. No copies of these documents will be accepted by the Agency.

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

After the Agency has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the City Attorney (if required), the Agency will execute the Contract. The Agency will then send a fully-executed original Contract to the successful Bidder, who then officially becomes the Contractor.

00130.90 Notice to Proceed - Replace this subsection, except for the subsection number and title, with the following:

Notice to Proceed will be issued after the Contract is executed by the Agency and the Preconstruction Conference is held.

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SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications modified as follows:

00140.40 Differing Site Conditions - Replace this subsection, except for the subsection number and title, with the following:

- Type 1 - Subsurface or latent physical conditions that differ materially from those specifically represented in the Contract Documents; or
- Type 2 - Unknown physical conditions of unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract and that could not have been discovered by careful examination of the Project Site, utility locates and available records as described in Section 00120.15.

00140.60 Extra Work - Add the following bullet to the end of the bullet list:

- Agency's Construction Standards

00140.90 Final Trimming and Cleanup – Replace the bullet that begins “The Contractor shall dispose...” with the following bullet:

- The Contractor shall dispose of Materials and debris including without limitation forms, falsework, scaffolding, and rubbish resulting from clearing, grubbing, trimming, clean-up, removal, and other Work. These Materials and debris become the property of the Contractor. The Contractor shall dispose of these Materials and debris immediately. The Contractor shall recycle these materials to the extent feasible.

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

- The Contractor shall remove temporary erosion and sediment control Materials that are no longer needed in stabilized areas and debris including, but not limited to, silt fences, biofilter bags, waddles, catch basin inserts and straw bales; and any accumulated sediment.
- The Contractor shall establish or reestablish erosion and sediment controls that are to remain for ongoing stabilization of the worksite.

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SECTION 00150 - CONTROL OF WORK

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

00150.00 Authority of the Engineer – Replace the paragraph that begins “Interim approvals issued by...” with the following paragraph:

Interim approvals issued by the Engineer, including but not limited to Acknowledgment of Completion, will not discharge the Contractor from responsibility for errors in prosecution of the Work, for improper fabrication, for failure to comply with Contract requirements, or for other deficiencies, the nature of which are within the Contractor's control.

00150.05 Cooperative Arrangements – Delete this subsection.

00150.10(a) Order of Precedence - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will resolve any discrepancies between these documents in the following descending order of precedence:

- Permits from government agencies
- Contract Change Orders;
- Special Provisions;
- Stamped Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- 3D Engineered Models and supplemental Agency-prepared line, grade and Grade Section data applicable to the Project
- Standard Drawings (including Agency amendments);
- Approved Unstamped Working Drawings and 3D Construction Models;
- City of Troutdale Design and Construction Standards for Public Works Facilities
- Standard Specifications with City of Troutdale Amendments; and
- All other contract documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

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).

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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).

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

00150.20(a) Inspection by the Engineer – Replace the paragraph that begins “If the Contractor...” with the following paragraph:

If the Contractor performs Work without the Engineer's inspection or uses Materials that are not approved, the Engineer may order affected portions of the Work removed at the Contractor's expense. The foregoing sentence shall not apply if the Engineer fails to inspect the Work within a specific period of time required in the Contract.

00150.30 Delivery of Notices – Delete the paragraph that begins “Following Notice to Proceed...”.

00150.50(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Agency may make preliminary arrangements for planned Adjustment of Utilities. The Agency may list in the Special Provisions the estimated completion dates or times for adjustment work by the Utility owner, and may include a general statement describing any relocation. The Plans will not normally show the anticipated new location of Utilities that have been or will be adjusted.

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

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

00150.50(d) Delays - Replace this subsection, except for the subsection number and title, with the following:

If the Contractor complies with Subsection (c) above, and if Utility adjustments are completed later than the date specified in the Special Provisions, thus causing Project completion to be delayed (provide notification under 00180.60), additional Contract Time will be considered under 00180.80.

00150.75 Protection and Maintenance of Work During Construction – Replace the paragraph that begins “The Contractor shall protect...” with the following paragraph:

The Contractor shall protect and maintain the Work during construction and until the Acknowledgment of Completion has been issued, unless otherwise provided in the Contract.

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For the purposes of this Subsection, "maintenance" shall include measures to prevent deterioration of Roadway and Structures at the Project Site, and to keep them in good condition at all times during the prosecution of the Work. The Contractor shall continuously allocate sufficient Equipment and workers to achieve such maintenance.

00150.90(a) On-site Construction Work – Replace the paragraph that begins “When all On-Site Work...” with the following paragraph:

When all On-Site Work on the Project is completed, including but not limited to Change Order Work and Extra Work, the Engineer will conduct a Final Inspection of the Work and issue the Punch List to the Contractor documenting any deficiencies discovered and corrections required.

00150.90(b) All Contract Work – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will issue the Acknowledgment of Completion when the Contractor has satisfactorily accomplished all of the following:

- The Contractor has completed all On-Site Work required under the Contract, including the punch list items from (a) above;
- The Contractor has removed all Equipment; and
- The Contractor has submitted all required certifications, bills, forms, warranties and other documents

00150.95 Final Acceptance – Replace this subsection, except for the subsection number and title, with the following:

After the Engineer completes Final Inspection of all Work and sends the Acknowledgment of Completion to the Contractor, the Agency will acknowledge Final Acceptance. The Agency will notify the Contractor in writing of the date of Final Acceptance as soon thereafter as is practicable.

00150.96 Maintenance Warranties and Guarantees - Replace this subsection, except for the subsection number and title, with the following:

Prior to the Acknowledgment of Completion, the Contractor shall transfer to the Agency all unexpired manufacturers' warranties and guarantees for Materials and Equipment installed on the Project. Such warranties and guarantees shall recite that they are enforceable by the Agency. In addition, the Contract shall provide a Contractor's warranty as described in 00170.85.

00150.97(b) Responsibility for Materials and Workmanship - Replace the sentence that begins “ Whether before or after...” with the following sentence:

Whether before or after the Agency's acceptance of the Work, the Contractor shall, at his own expense, be responsible for:

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SECTION 00160 - SOURCE OF MATERIALS

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

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

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

Delete the paragraph that begins “For this purpose...”.

00160.01(c) Approval Required - Replace this subsection, except for the subsection number and title, with the following:

When specifically required by the Special Provisions, before allowing production or delivery of Materials to begin from any source, the Contractor must obtain the Engineer's approval. Approval to use any source does not imply that Materials from that source will be accepted. If approved sources do not provide Materials that meet Specifications, the Materials will be rejected. The Contractor will then be responsible for locating other sources and obtaining the Engineer's approval.

00160.05 Qualified Products List (QPL) - Add the following paragraph to the end of this subsection:

Any product specified or permitted in the City of Troutdale’s *Design and Construction Standards for Public Works Facilities* shall be considered to be on the QPL and treated as if listed in the QPL explicitly.

00160.10 Ordering, Producing, and Furnishing Materials - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall not place orders for or produce full quantities of Materials anticipated to be required to complete the Work until the Work has advanced to a stage that allows the quantities to be determined with reasonable accuracy. Any quantity estimates by the Engineer are only approximate.

00160.10(b) Approval of Quantity of Materials Orders – Replace this subsection with the following subsection:

00160.10(b) Contractor’s Responsibility for Quantity of Materials Ordered – Materials quantities shown on the Plans, or indicated by quantities and Pay Items, or estimated by the Engineer are subject to change or elimination. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites. The Agency will not be responsible for:

- Materials the Contractor may deliver or produce in excess of Contract requirements;
- Extra expense the Contractor may incur because Materials were not ordered or produced earlier; or

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- The Contractor's expenses related to Materials ordered by the Contractor that are subsequently rejected by the Engineer.

Excess Materials, ordered or produced by the Contractor, without approval of the Engineer, may be purchased by the Agency at the sole discretion of the Agency, at a price negotiated between the contractor and the Agency, but not greater than the unit price provided in the contract. (see 00195.80)

00160.20(c) Recycled Materials - Replace this subsection, except for the subsection number and title, with the following:

Subject to the approval of the Engineer, the Contractor shall use recycled products to the maximum extent economically feasible.

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

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

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

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

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

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- **Drywall** - All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- **Engineered wood** - All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall include this provision in all subcontracts.

00160.21 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/qa.cfm>

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.00 General - Add the following paragraph to the end of this subsection:

Newly produced materials that are manufactured from recycled raw-material content are considered new materials.

00165.03 Testing by Agency - Replace this subsection, except for the subsection number and title, with the following:

When the Contract requires that the Agency performs the testing, the Agency will conduct the tests in its central laboratory, field laboratories, or other laboratories designated by the Engineer, even though certain AASHTO, ASTM, and other Materials specifications may require testing at the place of manufacture. Results of the Agency's tests will be made available to the Contractor.

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00165.04 Costs of Testing - Replace the paragraph that begins “When the Contract...” with the following paragraph:

When the Contract requires that the Agency performs the testing, the testing will be at the Agency's expense and the Agency will pay the cost of Contractor-requested source-review tests on unprocessed Aggregates from no more than two sources for each Project, and on no more than three unprocessed samples from each source. Additional source-review tests performed at the Contractor's request shall be at the Contractor's expense.

00165.10 Material Acceptance Guides - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specified elsewhere in the *Design and Construction Standards for Public Works Facilities* or the Contract, Materials will be accepted according to the following guides:

(a) Field-Tested Materials - Field-tested Materials will be accepted according to the ODOT Manual of Field Test Procedures (MFTP), unless otherwise specified in the Contract. The MFTP is available at the ODOT Procurement Office - Construction, Contractor Plans, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348 (telephone 503-986-6936).

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

(1) Rejections – The inspection at the mill, shop, or precaster of any Material, Work or finished members will not prevent subsequent rejection, if later found damaged or defective, nor relieve the Contractor of the responsibility to correct or replace the Work at no additional cost to the Agency.

(2) Transport – Do not ship members or piece of fabricated steel or precast member, that requires a fabrication inspection report, without the Inspector's label or marking.

00165.20 Materials Specifications and Test Method References - Replace the paragraph that begins “If there are conflicting references, or if no...” with the following paragraphs:

If there are conflicting references, or if no reference is made to Materials specifications or test method, Materials must meet the Materials specifications or test methods required by the first applicable of the following agencies and organizations:

- Field-Tested Materials:
 - Special Provisions;
 - Supplemental Specifications;
 - City of Troutdale *Design and Construction Standards for Public Works Facilities*;
 - Standard Specifications;
 - AWWA;

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- AASHTO;
 - ASTM;
 - Other recognized national organizations, such as ANSI, APWA, IMSA, and UL; and
 - Industry standards in the location where the Work is being performed.
- Nonfield Tested Materials:
 - City of Troutdale *Design and Construction Standards for Public Works Facilities*;
 - AWWA;
 - AASHTO;
 - ASTM;
 - Other recognized national organizations, such as ANSI, AWWA, IMSA, and UL; and
 - Industry standards in the location where the Work is being performed.

If there are conflicting references in the Contract to required sampling and testing frequencies, the Contractor shall sample and test the Materials according to the first applicable of the following:

- Special Provisions;
- Supplemental Specifications;
- City of Troutdale *Design and Construction Standards for Public Works Facilities*; and
- Standard Specifications.

00165.30 Field-Tested Materials - Replace this subsection, except for the subsection number and title, with the following:

Contractor's Duties - The Contractor shall:

- Furnish Materials of the quality specified in the Contract;
- Provide and administer a quality control program that meets the quality control requirements of the Contract. Upon request, the Contractor shall provide to the Engineer the names, telephone numbers, and copies of certifications for all personnel performing field testing; and
- Perform other testing as required by the Contract.

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

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

00165.40 Statistical Analysis - Replace the paragraph that begins “When 00165.30(c) or...with the following paragraph:

When 00165.50 applies, the Contractor shall divide the Materials into lots and sublots, randomly sample and test them as required, and analyze the results statistically to determine whether the Materials conform to the Specifications.

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00165.50 (b)(1) Specification Materials - Replace this subsection, except for the subsection number and title, with the following:

Any constituent with a PF of 1.00 or greater, or any Materials with a CPF of 1.0000 or greater, will be considered Specification Materials. The maximum PF applied for payment purposes shall be 1.00.

00165.70(c) Contractor's Request for Testing Assistance - Replace this subsection, except for the subsection number and title, with the following:

If acceptable Materials Conformance Documents are not available, the Contractor may have the necessary tests performed at a private laboratory.

If these tests determine the Material complies with the Specifications, the Materials may be incorporated into the Project, or for Materials previously incorporated according to (b) above, payment will be authorized.

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

TABLE 00165-3

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

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SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.01(c) Local Agencies - Replace this subsection, except for the subsection number and title, with the following:

City Councils
County Courts
County Commissioners, Boards of
Design Commissions
Historical Preservation Commissions
METRO
Multnomah County Drainage District #1 (Sandy Drainage Improvement Company)
Municipal Courts
Planning Commissions
Port Districts
Special Districts

Add the following subsection:

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

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

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

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

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

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

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

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

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

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

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

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

00170.65(b)(1) Minimum Wage Rates – Replace this subsection with the following subsection:

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.

See the Project Wage Rates page included with the Bid Booklet for additional information about which wage rates apply to the Project and how to access the applicable wage rates.

The applicable wage rates will be included in the Contract.

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

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

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

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers’ Compensation/Employer’s Liability. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

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

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

Add the following to the end of this subsection:

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$2,000,000	\$2,000,000
Commercial Automobile Liability	\$2,000,000	(aggregate limit not required)
Pollution Liability	\$2,000,000	\$2,000,000
Commercial Automobile Liability with Pollution Coverage	\$2,000,000	(aggregate limit not required)

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

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

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

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

00170.70(d) Additional Insured -

Add the following paragraph and bullet(s) to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- The City of Troutdale and its officers, agents, and employees
- Troutdale City Council
- Parametrix

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

00170.70(g) Certificate(s) of Insurance -

Replace the bullet that begins "Specify that all liability insurance ..." with the following bullet:

- Specify that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Workers' Compensation/Employer's Liability;

Replace the bullet that begins "Include a list of all policies..." with the following bullet:

- Include a list of all policies that fall under the Excess/Umbrella Liability Insurance if Excess or Umbrella Liability Insurance is used to meet the minimum insurance requirements .

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

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

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00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullet(s) to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- The City of Troutdale and its officers, agents, and employees
- Troutdale City Council
- Parametrix

00170.80(d) Vandalism and Theft - Replace the paragraph that begins "The Contractor shall provide..." with the following paragraph:

The Contractor shall provide reasonable protection of the Work from vandalism until Acknowledgment of Completion.

00170.85(b)(2) General Warranty for Local Agency Projects - Replace the paragraph that begins "The Contractor shall warrant..." with the following paragraph:

The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work, for 1 year from the date of Acknowledgment of Completion, except that warranties according to 00170.85(b)(1) and manufacturers' warranties and extended warranties according to 00170.85(c) shall not be abridged.

00170.85(c)(1) Manufacturer Warranties - Replace the paragraph that begins "The warranty period will begin..." with the following paragraph:

The Warranty period will begin on the date the Agency accepts the work and authorizes final payment unless otherwise specified in the Contract.

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.05 Assignment/Delegation of Contract - Replace the paragraph that begins "Unless the Agency..." with the following paragraph:

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

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

Add the following paragraph to the end of this subsection:

Such Agency consent will not normally be given.

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00180.10 Responsibility for Contract – Add the following Paragraph to the end of this subsection:

Action by the Agency under this provision will not prejudice any other remedy it may have.

00180.20(c)(1) Written Request – Delete this subsection.

00180.20(c)(3) Submittals – Replace the sentence that begins “The Contractor shall provide...” with the following sentence:

The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order, upon request, covering the service to be provided.

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

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

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

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

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

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

00180.21(a) General – Delete this subsection.

00180.21(b) Submittal of Requests – Delete this subsection.

00180.21(e) Contractor’s Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall remain solely responsible for administration of the subcontract, including but not limited to:

- Performance of subcontracted Work;
- Progress of subcontracted Work;
- Payments for accepted subcontracted Work; and
- Disputes and claims for additional compensation regarding subcontracted Work.

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00180.22 Payments to Subcontractors and Agents of the Contractor – Delete the paragraph that begins “If requested, the Engineer will make...”

Add the following subsection:

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

Limitations	Subsection
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Noise Control	00290.32
Regulated Work Areas	00290.34(a)

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

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

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

00180.41(a)(1) Schedule - Replace the sentence that begins “At least 10 Calendar...” with the following sentence:

At the preconstruction conference, the Contractor shall provide to the Engineer four copies of a Project Work schedule, including a time-scaled bar chart and narrative, showing:

00180.42 Preconstruction Conference - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise approved in writing by the Engineer, before any Work is performed and within 10 Calendar Days of the execution of the Contract, the Contractor shall meet with the Engineer for a preconstruction conference at a time mutually agreed upon.

Add the following subsection:

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

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin the date indicated in the Notice to Proceed.

00180.50(d) Recording Contract Time - Replace this subsection, except for the subsection number and title, with the following:

All Contract Time will be recorded and charged to the nearest Day.

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On Contracts with Calendar Day counts, the Engineer will furnish the Contractor a weekly statement of Contract Time charges upon request of the Contractor. The statement will show the number of Calendar Days counted for the preceding week and the number of Calendar Days remaining prior to the established completion date for that Pay Item.

For Contracts with fixed completion dates for Pay Items, the Engineer will furnish the Contractor a weekly statement of Contract Time charges only after expiration of the Contract Time, and then only upon the request of the Contractor. The statement will show the number of Calendar Days of liquidated damages that have been assessed, if any.

These statements will include any exclusions from, or adjustments to, Contract Time.

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

Upon receiving written notice from the Contractor that the On-Site Work has been completed, except for the items listed below, the Engineer will conduct a Final Inspection and issue a Punch List.

The Punch List may include:

- The date the time charges stopped;
- Final trimming and cleanup tasks (see 00140.90);
- Equipment to be removed from the Project Site;
- Minor corrective work not involving additional payment to be completed;
- Submittals, including without limitation all required certifications, bills, forms, warranties, certificate of insurance coverage (00170.70(b)), and other documents, required to be provided to the Engineer before the Acknowledgment of Completion will be issued; and
- The time frame, as agreed upon between the Engineer and the Contractor, to complete all tasks listed in the Punch List.

Failure by the Agency to include any of the above in the Punch List shall not diminish the Contractor's responsibility to complete or provide such items.

The Contractor shall complete all tasks listed in the Punch List in an expeditious manner within the time frame specified on the Punch List. Unless otherwise agreed by the Agency, failure of the Contractor to complete all tasks listed in the Punch List within the time frame accepted, will result in the Agency rescinding the Punch List. Counting of time charges will resume upon expiration of the accepted time frame

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

- (1) The Contractor shall complete all Work to be done under the Contract, except for seeding establishment and plant establishment, not later than September 30, 2026.

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00180.80(c) Contractor's Request Required - Replace the bullet that begins "Are not otherwise..." with the following bullet:

- Are not otherwise deemed waived and are submitted within 15 Days after the date of the Punch List, if Punch List has been issued.

00180.80(b) Liquidated Damages – Add the following paragraph to the end of this subsection:

The liquidated damages for failure to complete the Work on time as required by 00180.50(h) shall be assessed at \$500 per Calendar Day.

00180.85(b)(1) Single Contract Time – Delete this subsection.

00180.85(b)(2) Multiple Contract Times – Delete this subsection.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20(f)(2) Scale Without Automatic Printer - Replace the paragraph that begins "The Contractor shall inform..." with the following paragraph:

If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of their intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

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

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

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

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SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified 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.

00195.30 Differing Site Conditions – Replace the paragraph that begins “ Upon written notification...” with the following paragraph:

Upon written notification, as required in 00140.40, the Engineer will investigate the identified conditions. If the Engineer determines that the conditions are differing Project Site conditions under Section 00140.40 and cause an increase or decrease in the cost or time required to perform any Work under the Contract, an adjustment in the Contract Amount or Contract Time, excluding loss of anticipated profits, will be made, and the Contract modified accordingly, in writing. The Engineer will notify the Contractor as to whether or not an adjustment of the Contract is warranted.

00195.50(a)(2) Value of Materials on Hand – Replace this subsection, except for the subsection number and title, with the following:

If requested by the Contractor, the Engineer will also make an estimate of the amount and value of acceptable Materials on hand, i.e., already delivered and stored according to 00195.60(a), to be incorporated into the Work.

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 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).

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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

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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 City Attorney, including, but not limited to:

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

00195.50(e) Withholding Payments – Replace the sentence that begins “The Engineer may...” with the following sentence:

In addition to any other rights the Agency may have to withhold payments under other provisions of the Contract, the Engineer may withhold such amounts from progress payments or final payment as may reasonably protect the Agency’s interests until the Contractor has:

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.

00195.60(a)(2) Stored or Stockpiled Conditions – Delete the bullet that begins “On property in the State...”

Delete the bullet that begins “On property outside...”

00195.80(a) Purchase of Unused Materials – Replace this subsection, except for the subsection number and title, with the following:

If Materials are delivered to the Project Site, or otherwise acceptably stored at the explicit order of the Engineer, but not incorporated into the Work due to complete or partial elimination of Pay Items, changes in Plans, or termination of the Contract for public convenience according to 00180.90, and it is not commercially feasible for the Contractor to return them for credit or otherwise dispose of them on the open market; the Agency will purchase them according to the formula and conditions specified in Subsection (b) below.

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00195.80(b)(2) Conditions – Add the following bullets to the end of the bullet list:

- Provides documentation that the Engineer explicitly ordered the acquisition of the materials.
- Demonstrates to the satisfaction of the Engineer that the Materials cannot be returned for credit or otherwise disposed of on the open market.

00195.90(b) Final Payment – Replace the paragraph that begins “Beginning 30 Calendar...” with the following paragraph:

Beginning 30 Calendar Days after the date of the Acknowledgment of Completion, interest will begin to accrue at the rate established by ORS 279C.570 on any money due and payable to the Contractor as final payment, determined as described above. No interest will be paid on money withheld due to outstanding amounts owed by the Contractor under the provisions of 00170.10

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications modified as follows:

00197.01 General – Add the following paragraph to the end of this subsection:

Force account work performed by Subcontractors will be measured and paid for on the same basis and in the same manner as for the Contractor.

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:

Subsection	Percent
00197.10 Materials	19
00197.20 Equipment	19
00197.30 Labor	29
00197.40 Special Services	19

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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 Standard Specifications modified as follows:

Add the following subsection:

00199.15 Inappropriate Protest or Claim as Breach of Contract - It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor's position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner shall constitute a breach of the Contract.

00199.30(b) Claims Requirements - Replace the paragraph that begins "At any time during..." with the following paragraph:

At any time during the progress of the Work, but not later than 15 Calendar Days following the date of the Acknowledgement of Completion, the Contractor shall submit to the Engineer in writing, claims for additional compensation or a combination of additional compensation and Contract Time additional to that specified in the Contract. For a claim not submitted within the 15-Day limit, that has not met the requirements of 00199.20, or is not filed as provided in 00199.30, the Contractor waives any claim for additional compensation or for additional compensation and Contract Time, and the Agency may reject the claim.

00199.40(b) Step 1: Region Level Review - Replace this subsection with the following subsection:

00199.40(b) Step 1: Department Level Review - The Contractor shall request that the Engineer arrange a meeting with the Department-level reviewer in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

Unless otherwise indicated in the Special Provisions, the Department-level-reviewer shall be the Department Director.

If the Department-level reviewer determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the reviewer will schedule

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a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The Department-level reviewer will provide a written decision to the Contractor within 30 Calendar Days of the last Department-level meeting.

If the Contractor does not accept the Step 1 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 2 (see (c) below).

00199.40(c) Step 2: Agency Level Review - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall request a meeting with the City Manager, to present the claim for final Agency review. The presentation will take place within 21 Calendar Days of the Agency's receipt of the Contractor's written request, or as otherwise agreed by the parties.

If the City Manager determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the City Manager will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The City Manager will provide a written decision to the Contractor within 30 Calendar Days of the final Step 2 meeting.

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages given in 00180.50 of the Special Provisions multiplied by the number of Calendar Days in question.

00199.40(d) Step 3: Arbitration; Claims Review Board - Replace this subsection with the following subsection:

00199.40(d) Step 3: Arbitration; Agency's Option for Consolidation and Litigation;

- (1) Claims Less Than \$250,000** - At this step, the claim will be resolved by arbitration in the place where the Project is located. The demand for arbitration shall be filed in writing with the other party to this Agreement. The parties shall mutually select the arbitrator and the rules applicable to the arbitration process. If the parties cannot agree on the choice of an arbitrator, the parties shall apply to the local state court to appoint an arbitrator. The arbitration shall include, by consolidation or joinder or in any other manner, any additional persons or entities if (1) such persons or entities are materially involved in a common issue of law or fact in dispute and (2) such persons or entities are either contractually bound to arbitrate or otherwise consent to arbitration.

If another involved party will not consent to arbitration, the Agency, in its sole discretion, has the option to elect consolidated litigation in court to resolve the dispute.

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The venue for such litigation shall be in the place where the Project is located, and the outcome shall be decided by the judge only (bench trial). If the parties consent to a bench trial, the parties expressly waive their right to a jury trial. If another involved party will not consent to a bench trial, the Agency, in its sole discretion, has the option to elect a consolidated jury trial. The agreements contained in this paragraph shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. Any award rendered by an arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitrator is specifically empowered to award attorney fees and costs to the extent allowed by contract or law.

It is understood that the purpose of this paragraph is to allow Owner to determine the best means of achieving a single consolidated proceeding that will minimize duplicative processes and minimize the risk of inconsistent results, in the following order of preference: (1) a consolidated arbitration of all significant parties, if possible; or (2) alternatively, a consolidated bench trial of all significant parties, if possible; or (3) alternatively, and as a last resort, a consolidated jury trial of all significant parties.

- (2) Claims Over \$250,000** - If the Contractor and the Engineer agree, the parties may employ the Step 3 Arbitration process according to 00199.40(d-21). If not, the Contractor may proceed to Step 4 (see (e) below).

00199.40(3) Step 4: Litigation – Delete the bullet that begins “Agency decisions issued...”.

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SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

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

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

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

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

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

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.

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- Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
- 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.
- 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 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.

00221.60 Temporary Traffic Control Devices – Replace the paragraph that begins “TCD delivered to the Project Site found...” with the following paragraph:

Repair or replace TCD delivered to the Project Site found to be in “marginal” or “unacceptable” condition, at no additional cost to the Agency.

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.

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SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00237 - AGENCY-PROVIDED STAGING AREAS

Section 00237, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00237.00 Scope - This Work consists of utilizing Agency provided prospective staging areas as the Contractor elects or as required for the construction of the Contract.

Locate staging area in previously improved area that have been paved or compacted and graveled, unless otherwise shown or approved.

00237.01 Prospective Staging Areas - If the Contractor elects not to utilize the listed prospective staging area or elects to use other or additional staging areas, 00290.10 applies.

(a) Prospective Staging Area, Beaver Creek Greenway Park :

- **Location** - 1513 SE Evans Ave, Troutdale, Oregon
- **Access** - Direct access from SE Evan Ave via driveway apron
- **Available Area** - – 0.23 Acres (80' by 130' approx.)

Delineate the limits of each site with temporary fence according to Section 00270 for the duration of the Project. Remove the fencing when the Project is complete and the site has been restored to preconstruction conditions. Do not stage Equipment, store Materials, or operate beyond the staging area boundary shown or delineated unless otherwise directed in writing.

If used, restore the site to preconstruction condition, as directed, by:

- Removing all imported fabric, rock, and other construction and non-combustible debris
- Removing all solid waste and hazardous materials, including spills, and dispose properly
- Removing work zone fencing

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- Leveling and scarifying the ground
- Applying seed and mulch to all disturbed earth according to Section 01030

00237.40 General - All vehicles and Equipment, prior to entering the site for the first time, and each subsequent time if the vehicle has left the Roadway outside the construction Project limits, shall be steam cleaned of all debris (soil, dirt, plant parts, and vegetative matter) before being brought back to the site. Notify the Engineer before moving each vehicle onto the site. Certify, in writing, that the Equipment has been steam cleaned.

00237.41 Restrictions and Protection of Resources - Comply with the following for all operations within the staging area operations:

- Protect cultural resources according to 00290.50.
- Protect migratory birds according to 00290.36(a).

00237.47 Staging Area Vacating - Before vacating the staging area(s) the following apply:

- Remove all structures, construction debris and trash, and equipment from the staging area.
- Remove solid waste and hazardous material from the site and dispose of properly. Provide documentary evidence of proper disposal and verify the amount of material removed.
- If a spill or dumping has occurred or if a spill or dumping is suspected to have occurred, 00290.20(3)(g) applies.
- Attend a post-work meeting at each staging area to evaluate staging area rehabilitation work with the Engineer.

Measurement

00237.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00237.90 Payment - No separate or additional payment will be made for Work performed under this Section.

SECTION 00245 - TEMPORARY WATER MANAGEMENT

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

Description

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

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00245.01 Abbreviations:

- TWM** - Temporary Water Management
- TWMF** - Temporary Water Management Facility
- TWMP** - Temporary Water Management Plan

00245.02 Definitions:

Temporary Water Management Facility - A TWMF that conveys water around or through Work areas, removes water from Work areas, and treats and discharges water at locations outside Work areas.

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

Include the following minimum information in the TWMP:

- The sequence and schedule for dewatering and re-watering. This sequence and schedule must include when to contact the Engineer prior to dewatering and re-watering.
- How the Work area is isolated from the active stream flow upstream, through, and downstream.
- How the stream flow is routed and conveyed around or through the isolated Work area.
- How fish passage is provided around the Work area, if required.
- How the isolated Work area is de-watered.
- How the pumped water is treated, if necessary, before it is discharged downstream.
- Description of all construction stages, including appropriate contact points for each stage.
- A list of on-site backup Materials and Equipment.
- Provide the name of the TWM Subcontractor (if applicable) and Contractor's superintendent, and their 24-hour contact phone number 10 Days before the pre-Work meeting. If changes in the appointment of the TWM Subcontractor or Contractor's superintendent occur during the term of the Contract, provide written notice to the Engineer within 5 Calendar Days of the change.
- Calculations of water withdraw pump's capacity.
- Details of the proposed water intake screen used to isolate in-water Work area and how it meets the requirements of 00290.34(c)(3).

Any change to the TWMP during construction requires approval prior to implementation.

Obtain the Engineer's written approval before beginning Work in in-water Work areas.

00245.04 Pre-Work Meeting - Before beginning any TWM Work, attend a pre-work meeting at the Project Site with the Engineer no more than 8 Calendar Days prior to implementation of TWM. Required meeting attendees include:

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- Engineer
- Contractor
- TWM Subcontractor (if applicable)
- Agency Environmental Coordinator or their appointed representative

The pre-Work meeting agenda typically includes the method of TWM, the TWMP, fish salvage plan and strategy, describe environmental risks, turbidity monitoring, energy dissipation, dewatering and re-watering plan and strategy, site clean-up expectations, and the circumstances under which contacting the Engineer is required.

Materials

00245.10 Materials - Furnish Materials meeting the following requirements:

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

Furnish pumps that are:

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

Construction

00245.40 Fish Removal - Qualified Agency, ODFW, or ODOT consultant biologists will remove fish and other aquatic organisms from the isolation Work areas. Coordinate fish removal with the Engineer at least 28 Calendar Days before beginning Work in regulated Work areas. Allow access into the isolation Work areas before, during and after installation of the TWMF to perform the specified tasks as follows:

- **Before Installation of TWMF** - Before any in-water Work, including installing TWMF, qualified personnel will remove fish and other native aquatic organisms from within the proposed isolated Work area.
- **After Installation of TWMF** - After installing TWMF and the reduction of the water level through the isolated Work area has begun, qualified personnel will remove all fish and aquatic organisms as the water level is reduced. Do not completely de-water the isolation area until all fish and aquatic organisms have been removed.

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

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00245.42 Operation - Operate temporary water management as follows:

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

Maintenance

00245.60 Maintenance - Monitor water turbidity according to 00290.30(a)(8).

Finishing and Cleaning Up

00245.70 Removal - Prior to removal of the TWMF, obtain approval from the Engineer after completion of all Work within ordinary high water limits. Remove the TWMF and re-water and restore the stream flow. Maintain downstream water flow during removal of the facility. Staged or metered re-watering may be required and will be determined by the Engineer.

Measurement

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

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

Temporary Water Management Facility:

Plastic Sheeting 105 Square Yard
Sandbags 4050 Each

Turbidity monitoring will be measured according to 00290.80.

Payment

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

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

Turbidity monitoring will be paid for according to 00290.90.

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

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SECTION 00270 - TEMPORARY FENCES

Comply with Section 00270 of the Standard Specifications as modified:

00270.10 Material – Replace the sentence that begins “Provide new Material...” with the following paragraph:

Provide new Material meeting the requirements of 01050.10. Used Materials in like new condition may be provided if approved. See 00270.70.

00270.90 Payment – Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for temporary fence or gates in prospective staging areas.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs and bullets:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the NPDES 1200-CA, 1200-CN, OR 1200-C permit if applicable.

Conditions requiring NPDES 1200 permits are as follows:

- Projects with one acre of ground disturbance or more on Agency owned land are regulated under the Agency's 1200-CA permit.
- When Project Work on Agency owned land disturbs less than one acre, but ground disturbances on non-Agency owned lands combined with Project ground disturbances on Agency owned land total one acre or more the Agency Project Work will be regulated by the Agency's 1200-CA permit. The Contractor is responsible for acquiring the 1200-C permit for all areas of disturbance on non-Agency owned land.

When the combined areas of disturbance of all Project related activities is less than one acre, no NPDES 1200 permit coverage is required.

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The area of ground disturbance on Agency owned land is 0.31 acres.

Delete the paragraph that begins “When contaminants, pollutants or hazardous materials...”.

Add the following paragraph to the end of this subsection:

The Agency’s NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

Add the following subsection:

00280.01 Submittals – Submit documentation that the compost material meets the requirements of Section 03020 for its intended use and is available for use according to the Project schedule in 00180.41 according to 00150.37, within 30 Calendar Days of Award of the Contract,.

00280.02 Definitions - Delete the definition **Wet Season Work**

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullet that begins “Information required under 1200-CA...” with the following bullet:

- Information required under 1200-CA permit, if applicable.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.14(a) Plastic Sheeting - Replace the bullet that begins “**Plastic Sheeting** - Minimum 6-mil thick...” with the following bullet:

- **Plastic Sheeting** - Minimum 6-mil thick polyethylene plastic sheeting or plastic sheeting that meets or exceeds the performance properties outlined in ASTM D4397.

00280.16(c) Sediment Fence - Replace the bullet that begins “**Geotextile...**” with the following bullet:

- **Geotextile** - Geotextile meeting requirements of 02320.20 Table 02320-3. Provide documentation according to 02320.10(c).

00280.16(k) Active Treatment System – Add the following sentence to the end of this subsection:

Obtain approval of the active treatment system from DEQ prior to use.

00280.41(c) Wet Season Work and Temporary Work Suspension - Replace this subsection with the following subsection:

00280.41(c) Temporary Work Interruption - Update the ESCP and schedule for Work proposed between October 1 and May 31 to ensure that all appropriate controls, including ESC during Work interruption, are implemented and maintained. Submit the updated ESCP and schedule to the Agency and receive approval before beginning any Work between October 1 and May 31.

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Between October 1 and May 31, limit excavation and bare ground activities to only those required for immediate operations. Stabilize stockpiles at the end of each workday by diverting flows, placing covers, or installing Sediment barriers.

00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

00280.41(g) Underground Injection Controls (UIC) – Replace this subsection, except for the subsection number and title, with the following:

Do not allow storm water from work area to enter Underground Injection Control (UIC) inlets, UIC catch basins or UIC wells.

00280.62 Inspecting and Monitoring – Delete the paragraph that begins “Inspect the Project Site...”.

00280.62(a) Inspection - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form or equivalent approved form, and submit the form to the Agency as follows:

00280.64(a) Corrective Action Timelines – Delete the bullet that begins “If completion of corrective action is not feasible...”

Delete the bullet that begins “Provide a schedule for clean-up and corrective actions...”

Delete the bullet that begins “Provide all corrective action documentation and photographs...”

00280.91 Payment – Replace the paragraph that begins “Emergency Materials that are incorporated...” with the following paragraph:

Materials listed in 00280.48 that are incorporated into the Project will be paid for under the appropriate items listed in the Contract Schedule of Items.

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SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.10 Staging and Disposal Sites – Replace the paragraph that begins “Locate staging areas...” with the following paragraph:

Locate staging areas in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved, unless otherwise specified in Section 00237 or approved, in writing, by the Engineer.

00290.30 Pollution Control – Replace the paragraph that begins "Prevent, control, and abate..." with the following paragraph:

Prevent, control, and abate pollution of the environment.

00290.30(a)(1) General - Replace this subsection, except for the subsection number and title, with the following:

- Do not allow any foreign substances or objects to enter waters of the State and U.S. that exceed regulated or permit limits.
- Do not cause turbidity in waters of the State and U.S. that exceeds regulated or permit limits.

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-

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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.
- If Work in or around waters of the State or U.S. violate permit conditions or any requirement of this subsection, stop such Work and notify the Engineer.

Add the following subsection:

00290.30(a)(8) Meter Turbidity Monitoring - In addition to the requirements of 00280.62(c) to monitor the receiving stream to identify water quality issues, during Work in waters of the State or U.S., implement best management practices (BMPs) to minimize turbidity, and monitor turbidity using a turbidity meter that has been maintained and calibrated according to the manufacturer's specifications and according to the following:

- Measure upcurrent and downcurrent turbidity at two-hour intervals and perform work based on turbidity measurements according to the following:
 - Take upcurrent samples at a location representative of background turbidity approximately 100 feet from the work area.
 - Take downcurrent samples at a location approximately 100 feet from the work area at approximately mid-depth of the water body and within any visible turbidity plume.
 - If the downcurrent reading is less than 5 nephelometric turbidity units (NTU) higher than the upcurrent reading, continue to Work and take readings every two hours.
 - If the downcurrent reading is greater than or equal to 5 and less than 30 NTU higher than the upcurrent reading, modify work procedures and repair or upgrade BMPs, continue Work, and continue to take readings every two hours. If after four hours the downcurrent reading is still greater than or equal to 5 NTU higher than the upcurrent reading, stop all work in water and repair or upgrade BMPs. Resume work in water only after the downcurrent reading is less than 5 NTU above the upcurrent reading.
 - If the downcurrent reading is greater than or equal to 30 and less than 50 NTU higher than the upcurrent reading, modify work procedures, repair or upgrade BMPs and continue Work. If, at the subsequent two-hour reading, the downcurrent reading is still more than 30 NTU higher than the upcurrent reading, stop all work in water and repair or upgrade BMPs. Resume work in water only after the downcurrent reading is less than 5 NTU above the upcurrent NTU reading.
 - If the downcurrent reading is 50 NTU or more higher than the upcurrent reading, stop all work in water, repair or upgrade BMPs, and inform the Engineer. Resume work in water only after the downcurrent reading is less than 5 NTU above the upcurrent NTU, as determined by continued readings made no more than two hours apart.

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- Document all turbidity monitoring observations on form 734-2755, “Turbidity Monitoring Report”, or another form approved by the Engineer. Submit reports to the Engineer weekly during work in water and keep copies of the reports at the Project Site.
- Meter turbidity monitoring may be temporarily suspended if all of the following conditions are met:
 - Temporary water management and work area isolation measures have been installed and are functioning as designed.
 - The Engineer, after consultation with DEQ, has authorized the suspension of turbidity monitoring. The Engineer will provide information to be documented on the turbidity monitoring form, including the date of the DEQ authorization and the name of the DEQ employee providing the authorization.
- Resume the turbidity monitoring protocol if Work during a temporary suspension of meter turbidity monitoring causes a release of a visible turbidity plume.

00290.32 Noise Control - Add the following paragraph to the end of this subsection:

Review City of Troutdale Municipal Code 8.24, which describes noise control regulations. Obtain and be responsible for necessary permits described in City of Troutdale Municipal Code 8.24. Comply with the applicable noise control requirements for Project Work.

00290.34 Protection of Fish and Fish Habitat - Add the following paragraph:

Meet with the Agency Biologist, Resource Representative, Engineer, and inspector on site, before moving equipment on-site or beginning any work, to ensure that all parties understand the locations of sensitive biological sites and the measures that are required to be taken to protect them.

00290.34(a) Regulated Work Areas - Add the following to the end of this subsection:

The regulated work area is the area at or below the ordinary high water (OHW) elevation shown on the plans.

Perform work within the regulated work area only during the in-water work period. The in-water work period is from July 15th to August 31st.

The total volume of material filled or discharged into waters of the State and waters of the U.S. shall not exceed 107 cubic yards.

The total volume of material excavated from the waters of the State and waters of the U.S. shall not exceed 107 cubic yards.

Submit a schedule to complete all work within the regulated work area within the in-water work period at least 10 Days prior to the preconstruction conference.

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00290.34(b) Prohibited Operations - Add the following to the end of this subsection:

- Allow entry within the regulated work area or between stations 1+00 and 2+35.
- Install steel piles greater than 24 inches in diameter or H-pile larger than designation HP 24 within the regulated work area.

Add the following subsection:

00290.34(c) Aquatic Species Protection Measures Required by Environmental Permits:

(1) General Requirements:

- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- Do not apply surface fertilizer within 50 feet of any stream channel.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the State or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.
- Before beginning work on temporary access routes that are not shown, submit a proposal to the Engineer for approval.

(2) Work Area Isolation - Provide work isolation according to Section 00245. Provide safe passage around or through the isolated work area for adult and juvenile migratory fish unless passage did not previously exist.

(3) Water Intake Screening - Install, operate, and maintain fish screens on each water intake used for project construction, including pumps used to isolate an in-water work area. When drawing or pumping water from any stream, protect fish by equipping intakes

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with screens having a minimum 27 percent open area and meeting the following requirements:

- Perforated plate openings shall be 3/32 inch or smaller.
- Mesh or woven wire screen openings shall be 3/32 inch or smaller in the narrowest direction.
- Profile bar screen or wedge wire openings shall be 1/16 inch or smaller in the narrow direction.

Choose size and position of screens to meet the following criteria in Table 00290-1:

Table 00290-1

Type	Approach Velocity ¹ (Ft./Sec.)	Sweeping Velocity ² (Ft./Sec.)	Wetted Area of Screen (Sq. Ft.)	Comments
Ditch Screen	≤ 0.4	Shall exceed approach velocity	Divide max. water flow rate (cfs) by 0.4 fps	If screen is longer than 4 feet, angle 45° or less to stream flow
Screen with proven self-cleaning system	≤ 0.4	–	Divide max. water flow rate (cfs) by 0.4 fps	–
Screen with no cleaning system other than manual	≤ 0.2	–	Divide max. water flow rate (cfs) by 0.2 fps	Pump rate 1 cfs or less
¹ Velocity perpendicular to screen face at a distance of approximately 3 inches ² Velocity parallel to screen				

Provide ditch screens with a bypass system to transport fish safely and rapidly back to the stream.

(4) Special Aquatic Habitats - The following exploration or construction activities are not allowed in special aquatic habitats:

- Use of pesticides and herbicides, unless allowed according to Section 01030.
- Use of short pieces of plastic ribbon to determine flow patterns.
- Temporary roads or drilling pads built on steep slopes, where grade, soil type, or other features suggest a likelihood of excessive erosion or slope failure.
- Exploratory drilling in estuaries that cannot be conducted from a work barge, or an existing bridge, dock, or wharf.
- Installation of a fish screen on any permanent water diversion or intake that is not already screened.
- Drilling or sampling in an EPA-designated Superfund Site, a state-designated clean-up area, or the likely impact zone of a significant contaminant source, as identified

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by historical information, U. S. Army Corps of Engineers representative, or the Agency.

(5) Site Restoration - Restore damaged streambanks to a natural slope, pattern, and profile suitable for establishment of permanent woody vegetation unless precluded by pre-project conditions (for example: natural rock substrate):

- Replant all damaged streambanks before the first April 15 following construction.
- If use of large wood, native topsoil, or native channel material is required for the site restoration according to the roadside development plans, stockpile all large wood, native vegetation, weed-free topsoil, and native channel material displaced by construction. Cut trees or large wood and trees into pieces of no less than 20 feet in length, or as shown on the roadside development plans or as directed. Stockpiled native wood and vegetation remain the property of the Agency.
- Stabilize all disturbed soils, including obliteration of temporary access roads, following any break in work unless construction will resume in 4 Calendar Days.

(6) Surface Water Diversions - Surface water may be diverted to meet construction needs other than work area isolation, consistent with Oregon law, only if water from sources that are already developed, such as municipal supplies, small ponds, reservoirs, or tank trucks, is unavailable or inadequate, and meeting the following conditions:

- When alternative surface sources are available, divert from the stream with the greatest flow.
- Install, operate, and maintain a temporary fish screen.
- Do not exceed a pumping rate and volume of 10 percent of the available flow. For streams with less than 5 cubic feet per second, do not exceed drafting of 18,000 gallons per Day. Do not use more than one pump for each site.

(7) Hydro-Acoustic - Unless otherwise shown or approved, steel piling may be installed below the ordinary high water as follows:

- Minimize the number and diameter of pilings, as feasible.
- Repairs, upgrades, and replacement of existing pilings consistent with these conditions are allowed. In addition, up to 5 single pilings or 1 dolphin consisting of 3 to 5 pilings may be added to an existing facility.
- Whenever feasible, use vibratory hammer for piling installation. Otherwise, use the smallest drop or impact hammer necessary to complete the job, and set the drop height to the minimum necessary to drive the piling.
- For all pile installed or removed, maintain a pile installation and removal log and submit the log when the related work is completed. Include types, sizes, locations, installation or removal methods, and dates in the log.
- When using an impact hammer to drive or proof steel piling within a body of water, or as directed, use one of the following sound attenuation devices to effectively dampen sound:
 - Completely isolate the pile from the waters of the State and waters of the U.S. by dewatering the area around the pile according to Section 00245.

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- If water velocity is 1.6 feet per second or less, surround the pile being driven with a bubble curtain that distributes small air bubbles around 100 percent of the piling perimeter for the full depth of the water column and is in accordance to the guidance in the Appendix of The ODOT-FHWA Federal Aid Highway Program Programmatic User's Guide titled *NMFS and USFWS Impact Pile Driving Sound Attenuation Specifications*. The FAHP User's Guide is available on the Agency's website at:

<https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Manuals.aspx>

- If water velocity is greater than 1.6 feet per second, surround the piling being driven by a confined bubble curtain (for example: a bubble ring surrounded by a fabric or metal sleeve) that will distribute air bubbles around 100 percent of the piling perimeter for the full depth of the water column and is in accordance to the guidance in the Appendix of The ODOT-FHWA FAHP User's Guide titled *NMFS and USFWS Impact Pile Driving Sound Attenuation Specifications*.

(8) Drilling, Boring, or Jacking - If drilling, boring, or jacking is used, the following conditions apply:

- Design, build, and maintain facilities to collect and treat all construction and drilling discharge water using the best available technology applicable to site conditions. Provide treatment to remove debris, nutrients, sediment, petroleum hydrocarbons, metals, and other pollutants likely to be present. An alternate to treatment is collection and proper disposal offsite.
- Isolate drilling operations from wetted stream to prevent drilling fluids from contacting waters of the State or waters of the U.S.
- Use casing to prevent loss of drilling fluid to the subsurface formation. Do not drill without a containment method to keep drilling fluids and slurry isolated.
- If it is necessary to drill through an over-water bridge deck, use containment measures to prevent drilling debris from entering the stream channel.
- If drilling fluid or waste is released to surface water, wetland or other sensitive environment, cease all drilling pending written approval from appropriate regulatory agencies through the Engineer to resume drilling.
- Recover all waste and spoils if precipitation is falling or imminent. Recover, recycle, or dispose of all drilling fluids and waste to prevent entry into flowing water.
 - Recycle drilling fluids using a tank instead of drill recovery/recycling pits, whenever feasible.
 - When drilling is completed, make attempts to remove the remaining drilling fluid from the sleeve (for example: by pumping) to reduce turbidity when the sleeve is removed.

(9) Treated Wood - Treated wood includes any wood treated with any pesticide or wood preservatives. Do not use lumber, pilings, or other wood products that are treated or preserved with pesticidal compounds below the ordinary high water (OHW) or as part of an in-water or over-water structure, except as described below:

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- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.
- Visually inspect each load and piece of treated wood. Reject for use in or above aquatic environments if visible residues, bleeding of preservative, preservative-saturated sawdust, contaminated soil, or other matter is present.
- Use pre-fabrication to the extent feasible. When field fabrication is necessary, all cutting and drilling of treated wood, and field preservative treatment of wood exposed by cutting and drilling, shall occur above the OHW. Use tarps, plastic tubs, or similar devices to contain the bulk of any fabrication debris, and wipe off any excess field preservative.
- All treated wood structures, including pilings, shall have design features to avoid or minimize impacts and abrasion by livestock, pedestrians, vehicles, vessels, and floats.
- Treated wood may be used to construct a bridge, over-water structure or an in-water structure, with the exception of the work containment system, provided that all surfaces exposed to leaching by precipitation, overtopping waves, or submersion are coated with a water-proof seal or barrier are maintained. Apply and contain coatings and paint-on field treatment to prevent contamination. Surfaces that are not exposed to precipitation or wave attack, such as parts of a timber bridge completely covered by the bridge deck, are exempt from this requirement.
- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

(10) Floating Structures - The following types of over-water or in-water structures are not allowed:

- boat house
- boat ramp made of asphalt
- buoy or float in an active anchorage or fleeting area
- covered moorage
- floating storage unit
- houseboat
- marine
- pier
- non-water related facilities (including staging areas) inside riparian management areas
- any other over-water structure more than 6-feet wide unless otherwise approved in writing by appropriate regulatory agencies through the Engineer

The following conditions apply to over-water or in-water structures:

- Concrete boat ramps that consist of pre-cast concrete slabs below the ordinary high water elevation, and higher elevation portions that are completed in the dry so that

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no wet concrete that has cured less than 24 hours is allowed to contact any wetland or waters of the State or waters of the U.S.

- Rock may be used to construct a boat ramp footing, or other protection necessary to prevent scouring, down-cutting, or failure of the boat ramp, provided that the rock does not extend further than 4 feet from the edge of the ramp in any direction.
- Any replacement roof, wall, or garage door for covered moorages and boat houses must be made of translucent materials or skylights. In addition, each side, except the door, of the boat house shall have windows at least 4 feet wide installed the length of the boat house, subject to breaks only for structural support.
- An existing marina may be modified within the existing footprint of the moorage, or in the water more than 50 feet from the shoreline and more than 20 feet deep, except do not place structures in areas that support aquatic vegetation or areas where boat operations may damage aquatic vegetation.
- Fit all pilings, mooring buoys, and navigational aids with devices to prevent perching by piscivorous birds.
- Permanently encapsulate all synthetic flotation material to prevent breakup into small pieces and dispersal in water.
- Install small temporary floats less than 7 Calendar Days before a scheduled event, remove them 5 Days after a scheduled event is concluded, and do not leave them in place longer than 21 Calendar Days.
- Install mooring buoys and temporary floats (for example: shellfish traps) more than 300 feet from native submerged aquatic vegetation, more than 50 feet from the shoreline, and in water deeper than 20 feet deep at all times, or as necessary to ensure that gear does not ground out unnecessarily, and boats do not prop wash the bottom.

(11) Temporary Power, Communication and Water Lines - Before installing temporary power, communication, or water lines across streams or bodies of water, submit a proposed plan to the Engineer for approval. Do not begin installation before receiving approval from the Engineer. Proposed plans for installation of temporary power, communication, and water lines and stream crossings shall utilize the following design methods in the listed order of priority:

1. Aerial lines, including lines hung from existing bridges.
2. Directional drilling, boring and jacking that spans the channel migration zone and any associated wetland.
3. Trenching, which is restricted to intermittent streams and may only be used when the stream is naturally dry. For all sections of trenches below the ordinary high water line, backfill with native material and cap with clean gravel suitable for fish use in the project area.

Align each crossing as perpendicular to the watercourse as possible. For drilled, bored, or jacked crossings, ensure that the line is below the total scour prism. Return any large wood displaced by trenching or plowing as nearly as possible to its original position, or otherwise arranged to restore habitat functions.

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(12) Injured Fish Notification - If a dead or injured fish is found in the project area, immediately notify the Agency. If the injured fish is in a location where further injury or stress may take place, attempt to move the fish to a safer location, if one is available, near the capture site while keeping the fish in the water and reducing its stress as much as possible. Do not disturb the fish after it has been moved. If the fish is dead or dies while being captured or moved, save the fish and any tags. The Agency will notify appropriate regulatory agencies about the injured or dead fish and provide additional direction to the Contractor.

00290.36(a) Migratory Birds - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act will be performed by USDA APHIS and its permitted agents, as documented in the USDA APHIS MBTA permit. Ensure that USDA APHIS and its permitted agents have access to the project area as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Do not disturb migratory bird nesting habitat (shrubs, trees and structures) or clear vegetation from March 1 to September 1 each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

00290.41 Protection of Waters of the U.S. or State - Add the following to the end of this subsection:

Permits have been obtained for this project from the US Army Corps of Engineers (Corps) and the Department of State Lands (DSL). Keep a copy of Corps and DSL permits at the project site during construction. Changes to the project that may increase the amount of fill placed or material removed in waters of the U.S. or State, or the acreage of waters impacted are not authorized. The following waters of the U.S. or State are present and have been determined to be unavoidable as indicated in Table 00290-2:

Table 00290-2

Impact Waters of the US or State	Removal Volume (cu yds.)	Fill Volume (Cu yds)	Station	Duration of Impact (Temporary or Permanent)	Area of impact (Acres)
Wetland A	29	29	1+70 to 1+85	Temporary	0.01
Beaver Creek	95	95	1+15 to 1+55	Temporary	0.05
Beaver Creek	6	6	1+15 to 1+55	Temporary	0.007
Beaver Creek	6	6	1+15 to 1+55	Temporary	0.007

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00290.50 Protection of Cultural Resources – Replace the paragraph that begins “Comply with all Laws...” with the following paragraph:

Comply with all Laws governing preservation of cultural resources. Cultural resources include, but are not limited to:

- Historic buildings (i.e. typically 50 years of age and older)
- Historic structures (i.e. bridges)
- Sites (i.e. sites with artifacts)
- Objects (i.e. monuments)
- Districts (i.e. historic districts, or linear historic districts like historic roads).

Replace the paragraph that begins “If cultural resources are...” with the following paragraph:

If cultural resources not previously identified in preconstruction are encountered on the Project area or in material sources, and their disposition is not addressed in the Special Provisions, do the following:

00290.90 Payment - Add the following paragraphs to the end of this subsection:

The accepted quantities of turbidity monitoring will be paid for at the Contract lump sum amount for the item "Turbidity Monitoring".

Payment for turbidity monitoring will be payment in full for furnishing and placing all Materials and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for work zone fencing.

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SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the embankment basis.

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph to the end of this subsection:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

00330.43(d) Small, Irregular Fill Areas – Replace the paragraph that begins “The density requirements of 00330.43 do not apply...” with the following paragraph:

The density requirements of 00330.43 do not apply to irregular fill areas outside of the travel lanes that have a total volume of no more than 150 cubic yards at each location. Construct these areas according to the following:

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SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

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SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications modified as follows:

00510.04(a) Defined Shoring Systems – Replace the sentence that begins “Select Shoring systems...” with the following sentence:

Select Shoring systems for construction from the list of defined Shoring systems provided in Section 16.3.26 of the ODOT GDM.

SECTION 00515 - MICROPILES

Section 00515, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00515.00 Scope - This Work consists of designing, furnishing, constructing and testing Micropiles at the locations shown and specified.

00515.01 Definitions:

Alignment Load (AL): A minimum initial load applied to the Micropile during testing to keep the testing Equipment correctly positioned.

Bond Length: The length of the Micropile that is bonded to the ground and used to transfer the applied axial loads to the surrounding Soil or Rock.

Casing: Steel pipe Casing, generally installed during the drilling process to stabilize the borehole when drilling through Overburden Soils. The Casing may be either temporary and withdrawn during the grouting process, or permanently left in place to provide added Micropile reinforcement.

Centralizer: A device to support and position the steel reinforcement in the center of the drillhole or Casing.

Coupler: A mechanical Coupler or other approved device that transfers load from one partial length of steel reinforcement to another.

Creep: The movement that occurs during the Creep test of a Micropile under a constant load.

Double Corrosion Protection: A system composed of two levels of corrosion protection, usually consisting of either grout filled Encapsulation or epoxy coating and grout.

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Encapsulation: A corrugated or deformed tube protecting the steel reinforcement against corrosion.

Factored Design Load (FDL): The maximum load expected to be applied to the Micropile during its design life.

Micropile: A small-diameter, bored, cast-in-place composite pile, in which the applied load is resisted by steel reinforcement, cement grout and frictional grout-ground bond.

Overburden: Natural or placed Material that may require cased drilling methods to provide an open borehole to underlying strata.

Post-Grouting: The injection of additional grout into the load transfer length of a Micropile after the primary grout has set.

Proof Load Test: Incremental loading of a production Micropile, recording the total movement at each loading increment.

Spacer: A device to separate individual elements of multiple-element reinforcement.

Verification Load Test: Pile load test of a sacrificial Micropile performed to verify the design of the Micropile system and the construction methods proposed, prior to installation of production Micropiles.

00515.02 General - Furnish all design, Materials, Equipment, tools, services, labor and supervision required for installing and testing Micropiles and Micropile top attachments for this Project.

Select the Micropile type, dimensions, Bond Length, pile-top attachment(s), and installation method to meet the requirements of the Specifications. Conduct verification and Proof Load Testing that demonstrates the test piles meet or exceed the specified test acceptance criteria.

00515.03 Subsurface Investigation - The Soils and Geological Exploration Logs are available for review through the Engineer's office. The data shown for each test boring or test pit applies only to that particular boring or test pit. Subsurface conditions may vary between borings or test pits. Core samples and laboratory test results, if obtained and performed for the Project, are available for review by contacting the Engineer.

00515.04 Micropile Design Requirements - Design Micropiles to meet the loading conditions provided in Table 00515-1. Design Micropiles and pile top-to-footing connections using the procedures described in the most current version of the *AASHTO LRFD Bridge Design Specifications* at the time of Advertisement.

TABLE 00515-1

Micropile Factored Design Load (FDL),* (kips)		
Location	Strength 1	Service
Center Pier	40	60

* Loads are axial compression loads per Micropile unless otherwise noted.

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Verification test piles may require additional structural capacity above that required for production piles. Size the structural steel and grouted sections of the Micropiles to ensure that the maximum verification and proof test loads applied to the Micropile do not exceed 80 percent of the structural capacity of the Micropile structural elements, to include steel yield in tension, steel yield or buckling in compression, or grout crushing in compression.

Design and provide a composite Cross Section of the Micropile capable of developing a nominal moment capacity of 13 kip-ft. The location of the nominal moment is at a depth of 5 feet below the top of the pile.

Provide corrosion protection of the internal steel reinforcement according to 00515.10. Where permanent Casing is used for a portion of the Micropile, extend the double corrosion system at least 5 feet into the Casing. If the Micropile design relies on the Casing for axial or moment capacity, incorporate an additional 3/16 inch thickness of sacrificial steel for corrosion protection of all permanent steel Casing used in Micropile construction.

00515.05 Submittals - Before beginning construction of Micropiles, submit the following to the Engineer:

(a) Qualifications - Submit contractor and personnel qualifications according to 00515.30.

(b) Stamped Working Drawings - Submit stamped Working Drawings according to 00150.35 that include all stamped design calculations, details, dimensions, quantities, ground profiles, and Cross Sections necessary to construct the Micropile Structure. Verify the limits of the Micropile Structure and ground survey data before preparing the detailed Working Drawings. Stamped Working Drawings shall include, but not be limited to, the following information:

(1) Stamped Design Calculations and Documentation - Provide design calculations and documentation that includes:

- A written summary report which describes the overall Micropile design, including the type and diameter of Micropiles selected, and if applicable, a discussion of the use of any temporary Casing.
- Applicable code requirements and design references.
- Dimensions of all Micropile structural components, structural design properties, and critical design Cross Sections.
- Geotechnical design parameters and criteria, including Soil and Rock shear strengths (friction angle and cohesion), material unit weights, ground-grout bond values, and group effects if applicable.
- Factored Design Loads, including maximum verification test loads, and nominal and factored resistances used in the design of the ground grout bond values, surcharges, steel, grout, and concrete Materials.
- Minimum grout unconfined compressive strength at 28 Days and at the time of verification and Proof Load Testing.
- Pile to pile cap/footing connection design calculations and construction details.
- Design calculations for design of the Micropiles, including but not limited to analysis performed to determine drillhole diameters, estimated Bond Lengths,

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total Micropile lengths, design of corrosion protection, type and size of steel reinforcement, and if applicable, permanent Casing.

- Structure (Bridge) number, Micropile Structure location (Bent No. and footing), date of preparation, initials of designer and checker, and page number at the top of each page. Provide an index page with the design calculations.
- Design notes including an explanation of any symbols and computer programs used in the design.

(2) Plan View Drawing - Provide a plan view drawing that shows:

- Reference baseline and elevation datum.
- Overall plan layout of Micropiles showing numbering sequence, pile diameters, position, and horizontal spacing.
- Station and offset from the construction centerline or baseline to the center of all Micropiles or face of Micropile Structure.
- Right-of-Way and permanent or temporary construction easement limits, location of all known active and abandoned existing utilities, adjacent Structures or other potential interferences.
- The centerline and dimensions of any Utility, drainage Structure, or drainage pipe behind, passing through, or passing under the Micropile Structure.
- Locations of all subsurface explorations with appropriate reference base lines to fix the locations of the explorations relative to the Micropile Structure.

(3) Elevation View Drawing - Provide an elevation view drawing that shows:

- Micropile locations and elevations
- Micropile lengths
- Minimum hole diameters, batter and alignment
- Casing dimensions and lengths
- Reinforcement type, sizes and details
- Splice types and locations
- Centralizers and Spacers
- Minimum grout bond zone
- Casing plunge lengths, if used
- Corrosion protection details
- Micropile Structure connection details to Substructure footing
- Micropile Design Loads
- Summary of estimated quantities for each Substructure unit
- If applicable, location of drainage elements

(4) Steel Shop Drawings - Provide steel shop drawings for all structural steel including the details, dimensions, and schedules for all Micropile Casing and steel reinforcement, including steel reinforcement bending details and steel for Substructure and footing connection.

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(5) Micropile Load Testing and Reporting - Provide detailed plans for the proposed Micropile load testing method and procedures. Include all drawings, details, and structural design calculations necessary to clearly describe the proposed test method, reaction load system capacity, Equipment setup, and types and accuracy of apparatus to be used for applying and measuring the test loads and pile top movements according to 00515.47. Submit Micropile Load Test Data Reports according to 00515.48.

Revise the drawings when Plan dimensions are changed due to field conditions or for other reasons. Within 30 Calendar Days after completion of the work, submit corrected stamped Working Drawings and calculations to the Engineer according to 00150.35. Corrected Working Drawings shall represent all design changes made during the construction of the Micropile Structure.

(c) Micropile Installation Plan - At least 21 Calendar Days before beginning Micropile Work, submit a Micropile Installation Plan to the Engineer for review and approval. The Micropile Installation Plan shall include, but not be limited to, the following information:

(1) Detailed step by step description of the proposed Micropile construction procedure, construction sequencing (including but not limited to drilling, grouting and testing procedures), anticipated ground conditions, and any special construction requirements to assure quality control. Include sufficient detail to allow the Engineer to monitor the construction and quality of the Micropiles.

(2) A list of the Equipment to be used for installing Micropiles, including the model, size and type of Equipment, with appropriate manufacturer's literature for review. Provide information on the drilling methods and tools to be used and the proposed method for flushing and removal of spoils. Include information on headroom and space requirements, if appropriate, for installation Equipment that show the proposed Equipment is appropriate for the site conditions and constraints.

(3) Proposed start date(s) and Micropile installation schedule.

(4) Plan describing how surface water, drill flush, and excess waste grout will be contained, controlled and disposed of in accordance with all applicable permits and regulations.

(5) Details for constructing Micropile Structures around drainage or other facilities, if applicable.

(6) Permanent Casing threading connection details. If welding of Casing is proposed, submit a proposed Welding Procedure Specification (WPS) for approval.

(7) Certified mill test reports for the steel reinforcement and permanent Casing, if used. Check sample results for permanent Casing without mill certification may be submitted in lieu of mill certification. Supply two check sample tests per truckload delivered to the fabricator, but not less than two check sample tests per project. Include the ultimate strength, yield strength, elongation, material properties and chemical composition.

(8) Grouting Plan, including complete descriptions, details, and supporting calculations for the following:

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- Grout mix design and type of Materials to be used in the grout including certified test data and trial batch reports. Include in the mix designs, certified test results verifying that the mix designs provide the required grout strength, as specified in the submitted design calculations, for the 28-Day strength and the strength required at the time of verification and Proof Load Testing. Provide grout consistency and density requirements.
- Equipment and procedures used to mix and place the grout, including the grout pressures to be used and descriptions of any post grouting methods, if applicable.
- Estimated grout quantities.
- Methods and Equipment for accurately monitoring and recording the grout depth, grout volume, and grout pressure as the grout is being placed.
- Grouting rate calculations, when requested by the Engineer. Base calculations on the initial pump pressures or static head on the grout and losses throughout the placing system, including anticipated head of drilling fluid to be displaced, if applicable.
- Estimated curing time for grout to achieve specified strength. Previous test results for the proposed grout mix completed within one year of the start of grouting may be submitted for initial verification and acceptance and start of production work. During production, test grout according to 00515.44(e).
- Procedure and Equipment for Contractor monitoring of grout quality.

(9) Calibration reports and data for each test jack, pressure gauge and master pressure gauge and load cell to be used. Provide calibration tests performed by an independent testing laboratory within 60 Calendar Days of the date submitted. Do not begin testing until the Engineer has reviewed and accepted the jack, pressure gauge, master pressure gauge and electronic load cell calibration data.

The Engineer will approve or reject the Micropile Installation Plan within 21 Calendar Days after receipt of the plan. Do not begin Work until all submittals have been received, reviewed, and accepted in writing by the Engineer.

Make revisions or corrections to the Working Drawing submittals as requested by the Engineer and resubmit revised drawings or submittals. Resubmit changes or deviations on the Working Drawings for review and approval.

Materials

00515.10 Materials - Furnish Materials meeting the following requirements:

(a) Admixtures - Furnish admixtures conforming to Section 02040. Admixtures that control bleed, improve flowability, reduce water content, and retard set may be used in the grout, if approved by the Engineer. Only add expansive admixtures to grout used for filling sealed Encapsulations and anchorage covers. Accelerators will not be permitted. Use admixtures compatible with the grout and mixed in accordance with the manufacturer's recommendations.

(b) Cement - Furnish Portland cement (Type I, II or III) conforming to Section 02010.

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(c) **Grout** - Furnish neat cement or Sand/cement grout mixture with a minimum compressive strength at 28 Days as specified in the contractor's design submittal and conforming to 02690.30.

(d) **Water** - Use water in the grout mix conforming to Section 02020.

(e) **Reinforcement:**

(1) Furnish deformed bar reinforcement conforming to Sections 00530 and 02510, or furnish all thread, high tensile strength bars conforming to 02515.30. When a bearing plate and nut are required to be threaded onto the top end of reinforcing bars for the pile top to footing anchorage, provide threading that is either continuous spiral deformed ribbing provided by the bar deformations or threading cut into the bar. If threads are cut into a reinforcing bar, provide a bar that is one bar size number larger than the bar size designation shown, at no additional cost to the Agency.

(2) Furnish continuous thread, hollow core steel bars (hollow injection rods) conforming to the quality, ductility and deformation requirements of AASHTO M 31 (ASTM A615).

(3) If required, furnish mechanical splices according to 2510.20.

(f) **Permanent Casing** - Provide permanent steel Casing with:

- A diameter and minimum wall thickness as shown on the approved Working Drawings.
- Tensile strength meeting the tensile requirements of API 5L Grade X52, API 5 CT Grade N80 or better, using the minimum yield strength in the design submittal.

(g) **Plates and Shapes** - Furnish structural steel plates and shapes for Micropile top attachments conforming to ASTM A36 or ASTM A572 Grade 50 and Section 02530 and as required to meet the design loads specified in 00515.04 and 00515.05(b).

(h) **Centralizers** - Fabricate Centralizers from plastic, steel, or Material that is not detrimental to the steel reinforcement. Wood Centralizers are not allowed.

(i) **Corrosion Protection** - Provide corrosion protection of the steel bar reinforcement by using one or more of the following methods:

- **Grout Protection:** For bare steel reinforcing bars, provide a minimum 3 inches of grout cover surrounding the reinforcing bar. For epoxy or galvanized reinforcing bars, provide a minimum of 2 inches of grout cover.

Labor

00515.30 Personnel Qualifications - Use personnel experienced in Micropile construction to perform the work. Relevant experience includes that with similar anticipated subsurface Materials, groundwater conditions, Micropile type, size, loads and any special construction techniques required.

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Provide the following information to verify the contractor's experience and the qualifications of personnel scheduled to perform the Micropile construction:

(a) Micropile Contractor Qualifications - Evidence of the firm's experience in the construction and load testing of Micropiles and the successful construction of at least 5 projects in the last 5 years involving construction totaling at least 100 Micropiles of similar size and capacity to those required in these plans and specifications. Evidence of contractor experience in Micropile drilling and grouting in Soil or Rock Materials and conditions similar to project conditions. Provide a project reference list for each of the 5 projects which includes:

- Brief project description with the owner's name and current phone number.
- Date of project.
- Number, size, and capacity of Micropiles successfully installed and tested.
- Types of Soil/Rock Materials and groundwater conditions encountered in the project.

(b) Micropile On-Site Supervisor - Names and detailed experience of on-site supervisors for the Project. On-site supervisors shall have experience on at least 3 projects over the past 5 years installing Micropiles of similar type, size and scope to those shown in the Working Drawings and in similar geotechnical conditions to those described in the project geotechnical report for this project. Experience shall include the direct supervisory responsibility for the on-site Micropile construction operations and load testing.

(c) Micropile Drill Rig Operator - Names and detailed experience of drill operators for the Project. Drill rig operators shall have experience on at least 3 projects over the past 5 years installing the type(s) of Micropiles required for this project and to capacities equal to, or greater than, those required in the Specifications.

(d) Micropile Registered Professional Engineer of Record - Name(s) and detailed experience of the Micropile engineer. Micropile engineers shall be a Professional Engineer registered in the State of Oregon, with experience in the design of at least 3 Micropile projects of similar scope to this project, successfully completed over the past 5 years, and experience designing Micropiles of similar or greater capacity to those required in the Plans and Specifications.

(e) Welder Qualifications - Submit qualification documents for each welder. Use welders qualified according to AWS D1.1 for the position, process and Casing diameter used on the Project.

Include in the personnel list a summary of each individual's experience with sufficient detail for the Engineer to determine whether each individual satisfies the required qualifications.

Submit qualifications of the contractor's Micropile engineer at least 21 Calendar Days before submittal of the stamped Working Drawings. The Engineer will approve or reject the contractor's qualifications within 7 Calendar Days after receipt of a complete submittal.

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Do not begin Work or order Materials before the Engineer provides written approval of the Contractor's experience qualifications.

The Engineer may suspend the Micropile construction Work if the Contractor substitutes unapproved personnel during construction. Submit requests for substitution of field personnel to the Engineer, who will have an additional 7 Calendar Days to respond to each request.

Construction

00515.40 General - Contain and dispose of all construction related waste according to 00290.20.

00515.43 Allowable Tolerances - Install Micropile to within the following tolerances:

- Centerline of piling not more than 3 inches from indicated plan location.
- Plumb within 2 percent of total-length plan alignment (vertical piles).
- Top elevation of Micropile no more than 1.0 inch above or 2.0 inches below the vertical plan elevation.
- Centerline of core reinforcement not more than 0.75 inches from centerline of final pile location.

00515.44 Micropile Installation - Select the drilling method, grouting procedure, and grouting pressure used for the installation of the Micropiles. Schedule all Micropile installations such that there will be no interconnection with or damage to previously installed piles.

(a) Drilling - Provide drilling Equipment and methods suitable for drilling through the conditions to be encountered without causing damage to any overlying or adjacent Structures or services. The drillhole must be open to the required nominal diameter along its full length prior to placing grout and reinforcement.

(b) Ground Heave or Settlement - Observe the conditions in the vicinity of the Micropile construction site on a daily basis for signs of ground heave, settlement or other signs of ground displacement during construction. Immediately notify the Engineer if signs of movements are observed. Immediately suspend or modify drilling or grouting operations if ground heave or settlement is observed, if the Micropile Structure is adversely affected, or if adjacent Structures are damaged from the drilling or grouting. If the Engineer determines that the movements require corrective action, take corrective actions necessary to stop the movement or perform repairs.

(c) Reinforcement Placement - Place reinforcement according to the approved Micropile installation plan. Ensure that reinforcement surfaces are free of deleterious substances such as Soil, mud, grease or oil that might contaminate the grout or coat the reinforcement and impair the bond. If applicable, provide pile cages and reinforcement groups with sufficient strength to withstand the installation and grouting process and the withdrawal of the drill Casings without damage or disturbance.

Provide Centralizers and Spacers equally spaced along the length of the Micropile with a maximum center-to-center spacing of 10 feet. Locate the top and bottom Centralizers a maximum of 5.0 feet from the top and bottom of the Micropile. Provide at least two

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Centralizers per Micropile. For Micropiles less than or equal to 20 feet in length, place Centralizers at the top and bottom quarter points of the Micropile. Ensure that Centralizers and Spacers permit the free flow of grout without misalignment of the reinforcing bars and permanent Casing. Lower the central reinforcing bars with Centralizers into the stabilized drillhole and set to the design elevation and alignment tolerances. Do not force or drive partially inserted reinforcing bars into the hole. Redrill and reinsert steel reinforcement when necessary to facilitate insertion.

(d) Grouting - Measure the grout quantity and pumping pressure during the grouting operations. Provide the Engineer with records showing the quantities, test data, and grout pressures.

After drilling, flush the hole with water or air to remove drill cuttings and other loose debris. Use a stable neat cement grout or a sand cement grout with a minimum 28-Day unconfined compressive strength as required in the Contractor's submitted design. Mix admixtures, if used, in accordance with manufacturer's recommendations. Use grouting Equipment that produces a grout free of lumps and undispersed cement. Equip the pump with a pressure gauge to monitor grout pressures. Place a second pressure gauge at the point of injection. Ensure that the pressure gauges are capable of measuring pressures of at least 150 psi or twice the actual grout pressures used by the contractor, whichever is greater. Size the grouting Equipment to enable the grout to be pumped in one continuous operation. Constantly agitate the grout prior to pumping. Place grout within one hour after mixing the grout or, if admixtures are used, within the time recommended by the manufacturer. Discard grout not placed within the allowed time limit.

Inject the grout from the lowest point of the drillhole by tremie methods until clean, pure grout flows from the top of the Micropile. The grout may be pumped through grout tubes, Casing, hollow-stem augers, or drill rods. Control the grout pressures and grout takes to prevent excess grout take, excessive ground heave, and fracturing of Rock formations. Fill the entire Micropile length with grout containing no voids or inclusions. Subsequent to tremie grouting, all grouting operations must ensure complete continuity of the grout column. The use of compressed air to directly pressurize the fluid grout is not permissible. If required, apply Post-Grouting of Micropiles in accordance with approved Working Drawings and record grout pressures, quantities, mix design, and other relevant Post-Grouting information. Upon completion of grouting, the grout tube may remain in the hole. Fill grout tube with grout if left in place.

(e) Grout Testing - Ensure that grout within the verification and proof test Micropiles attains the minimum required compressive strength, as identified in the Contractor's design submittal, prior to load testing. Previous test results for the proposed grout mix, completed within one year of the start of work, may be submitted for initial verification of the required compressive strengths for installation of pre-production verification test piles and initial production proof test piles.

During production, test the Micropile grout for compressive strength according to AASHTO T 106 (ASTM C109) for grout cubes or AASHTO T 22 (ASTM C39) for cylinders at a frequency of no less than three samples from each grout plant each Day of operation or three samples from each grout plant per every 10 Micropiles, whichever occurs more frequently. Calculate the average of the three samples tested to determine the compressive strength.

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Determine grout consistency, as measured by grout density according to AASHTO T 121 (ASTM C138) or API RP-13B-1, at a frequency of at least one test per verification or proof test Micropile, conducted just prior to start of grouting. For production Micropiles, perform grout density testing at a frequency of at least once per each period of continuous grouting operation or once per Day, whichever is more frequent. Ensure that the measured grout density is consistent with the approved Micropile Installation Plan.

Take grout samples directly from the grout plant. Provide grout cube compressive strength and grout density test results to the Engineer within 24 hours of testing.

00515.45 Micropile Splices - Provide steel rebar and permanent Casing splices that develop at least the required compressive, tensile, and bending strengths used in the design of the Micropile. Provide mechanical bar splices meeting the requirements of 00515.10(e). Secure lengths of Casing and reinforcing bars to be spliced in proper alignment and in a manner to avoid eccentricity or angle between the axes of the two lengths to be spliced. Locate Casing joints at least two Casing outside diameters away from any bar splice, as measured along the vertical axis of the Micropile. When multiple reinforcing bars are used, stagger bar splices at least 3.0 feet.

Provide threaded Casing joints that develop at least the required compressive, tensile, and bending strength used in the design of the Micropile. If welding of permanent high strength steel Casing is required, submit a Welding Procedure Specification (WPS) conforming to AWS D1.1 for review and written approval by the Engineer, prior to any welding operation. Weld all permanent Casing seams and splices using complete penetration welds.

00515.46 Pile Cap Connection - Furnish and install all Materials required to connect Micropiles to pile caps in accordance with the accepted stamped Working Drawings.

00515.47 Pile Load Tests - Perform proof testing of piles at the locations shown, specified, or as directed. Confirm the grout has achieved the minimum required grout compressive strength prior to Proof Load Testing.

Perform compression load testing in accordance with ASTM D1143, except as modified by this subsection.

Perform lateral load testing in accordance with ASTM D3966, except as modified by this subsection.

(a) Proof Load Tests - Perform Proof Load Tests on one production pile at each designated Substructure unit (footing) unless otherwise directed. The Engineer will determine which pile is to be tested in each Substructure unit. Proof test Micropiles are required at the following Substructure unit locations:

Location

Center Pier Footing

Proof Load Test locations may be adjusted by the Engineer. The Engineer will designate the location of additional proof test piles.

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Perform Proof Load Tests to verify the production Micropiles will meet the loading requirements in compression and tension and the load test acceptance criteria. For each proof test, provide the Micropile Load Test Data Report to the Engineer within 5 Calendar Days of completing the testing.

(1) Proof Test Loading Schedule - Test piles designated for compression or tension Proof Load Testing to a maximum test load of 1.0 times the Micropile Factored Design Load(s) provided in 00515.04 or as shown. Provide testing Equipment and data recording devices in accordance with 00515.47(a)(1). Incrementally load the proof test Micropiles according to Table 00515-3, to be used for both compression and tension loading:

AL = Alignment Load ($\leq 0.04\text{FDL}$)

FDL = Factored Design Load

TABLE 00515-3

Loading Cycle	Increment	Applied Load	Hold Time (min.)
Apply AL	1	AL	2.5
Load Cycle	2	0.10 FDL	4
	3	0.20 FDL	4
	4	0.30 FDL	4
	5	0.40 FDL	4
	6	0.50 FDL	4
	7	0.60 FDL	4
	8	0.70 FDL	4
	9	0.80 FDL	4
	10	0.90 FDL	4
	11	1.00 FDL	10 or 60 minutes*
Unload Cycle	12	0.90 FDL	4
	13	0.75 FDL	4
	14	0.60 FDL	4
	15	0.45 FDL	4

* Where the pile top movement between 1 and 10 minutes exceeds 0.04 inch, maintain the 1.0 FDL increment an additional 50 minutes and measure and record pile movements at 1, 2, 3, 5, 6, 10, 20, 30, 50 and 60 minutes.

Reset dial gauges to zero after the initial AL is applied.

(2) Proof Test Pile Acceptance Criteria - The acceptance criteria for Micropile Proof Load Tests are:

- The pile sustains the compression or tension 1.0FDL with no more than 1/2 inch total vertical movement at the top of the pile, relative to the top of the pile prior to the start of testing.
- At the end of the 1.0FDL Creep test load increment, test piles have a Creep rate not exceeding 0.04 inch/log cycle time (1 to 10 minutes) or 0.08 inch/log cycle time (6 to 60 minutes) and the Creep rate is linear or decreasing throughout the Creep load hold period.

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- Failure does not occur at the 1.0FDL maximum test load. Failure is defined as the load where the slope of the load versus head deflection curve first exceeds 0.025 inch/kip.

Submit a Micropile Load Test Data Report, according to 00515.48. The Engineer will respond within 5 Calendar Days after receipt of the report with either acceptance or rejection of the tested Micropile.

(3) Proof Test Pile Rejection - If a proof-tested Micropile fails to meet the acceptance criteria, proof test additional Micropiles within that footing or Substructure unit as directed by the Engineer. For failed piles and construction of replacement piles, modify the design, the construction procedure, or both. Modifications may include installing replacement Micropiles, incorporating remaining untested piles at reduced load capacities, post grouting, modifying installation methods, increasing the Bond Length, or changing the Micropile type. Submit to the Engineer any modifications that necessitate changes to the Structure design. Do not proceed with further Micropile testing or construction without the Engineer's approval.

00515.48 Micropile Load Test Data Reports - Report the Micropile verification and Proof Load Test data to the Engineer in the form of a summary report which includes, at a minimum, the following information:

- Project description.
- Description of site and subsurface conditions including information on the subsurface conditions encountered at the load test location.
- A listing of key personnel involved with the testing and production of the Micropile including the grout plant operator, drill rig operator, on-site supervisor and Micropile engineer.
- Results of the load test, including completed testing field data records for load increments and time periods in 00515.47(a)(2) and 00515.47(b)(1), and appropriate presentation figures, charts and graphs. Record the required load test data and submit to the Engineer for verification.
- Statement of load testing requirements and acceptance criteria according to 00515.47(a)(3), 00515.47(a)(4), 00515.47(b)(2), and 00515.47(b)(3).
- Comparison of load testing results and acceptance criteria.
- Summary statement of load test results, including whether the load test met or failed to meet the criteria.
- Hydraulic jack pressure gauge and load cell calibration report.
- Material certifications or check sample results for permanent Casing (if used), reinforcement, and grout compressive strength testing.

Submit the Micropile Load Test Data Report as a Stamped Working Drawing according to 00515.05(b)(5).

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00515.49 Micropile Installation Log - Prepare and submit a Micropile Installation Log to the Engineer for each Micropile installed, within 24 hours of Micropile installation. A copy of the Micropile Installation Log is available from the ODOT Construction Forms website at:

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

At a minimum, include the following information:

- Micropile drilling duration
- Description of Soil and Rock encountered
- Final tip elevation
- Cutoff elevations for the top and bottom of the Casing
- Nominal Resistance
- Description of unusual installation behavior or conditions
- Grout pressures attained during grouting
- Grout quantities pumped into Micropiles
- Micropile Materials and dimensions

Measurement

00515.80 Measurement - The quantities of Work performed under this Section will be measured according to the following:

(a) Furnish Micropile Equipment - No measurement of quantities will be made for furnishing Micropile Equipment.

(b) Micropiles - Micropiles will be measured on the unit basis for each production Micropile installed and accepted.

(c) Micropile Proof Load Test - Micropile Proof Load Tests will be measured on the unit basis for each Proof Load Test completed, reported, and accepted. Micropile Proof Load Tests performed at the option of the Contractor will not be measured.

Payment

00515.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Furnish Micropile Equipment	Lump Sum
(b) Micropiles	Each
(c) Micropile Proof Load Test.....	Each

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Partial payments for Item (a) will be made as follows:

- When drilling Equipment is on the job, assembled and Proof Load Test drilling is underway 75%
- When the installation of the Micropiles is complete, accepted and the drilling Equipment has been removed from the site..... 25%

Item (b) includes designing, drilling, furnishing, and placing all steel reinforcement and Casing, grouting, and all Micropile top attachments. No payment will be made for Micropiles that fail Micropile Proof Load Tests.

Item (c) includes payment for furnishing all Materials, Equipment, and labor required to conduct Proof Load Tests, and report the results as specified. No payment will be made for failed Micropile Proof Load Tests.

Payment will be payment in full for furnishing and placing all Materials, furnishing, erecting, maintaining, and replacing all Equipment, and for all labor and Incidentals necessary to complete the Work as specified.

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications modified as follows:

00530.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Concrete Inserts	02513.35
Deformed Bar Reinforcement	02510.10
Deformed Bar Reinforcement (Stainless Steel)	02513.10
Dowels	02510.50
Dowels (Stainless Steel).....	02513.50
Epoxy Coated Reinforcement.....	02510.11
Galvanized Coating	02510.30
Headed Bar Reinforcement	02510.25
Mechanical Splices.....	02510.20
Mechanical Splices (Stainless Steel).....	02513.20
Ties and Supports	02510.60
Ties and Supports (Stainless Steel).....	02513.60
Welded Wire Reinforcement.....	02510.40

00530.41(a) Fabric - Replace this subsection with the following subsection:

00530.41(a) Welded Wire Reinforcement - If welded wire reinforcement is shipped in rolls, straighten it into flat sheets before placing.

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00530.41(b) Ties and Supports – Replace the bullet that begins “When stainless steel rebar is specified...” with the following bullet:

- When stainless steel reinforcing is specified, use stainless steel ties and supports meeting the requirements of 02513.60.

Delete the bullet that begins “Tie stainless steel reinforcement ...”.

Delete the bullet that begins “Support stainless steel reinforcement...”.

Replace the bullet that begins "Do not allow direct contact between stainless ..." with the following bullet:

- Do not allow stainless steel reinforcement to directly contact ASTM A1035 CS reinforcement. Do not allow stainless steel reinforcement or ASTM A1035 CS reinforcement in direct contact with other reinforcement with a different type of metal. When stainless steel or ASTM A1035 CS reinforcing or dowels are located near other reinforcing with a different type of metal, use nylon or polyethylene spacers to maintain a minimum 1 inch clearance between the two metals and bind them with nylon cable ties. Where insufficient space exists to maintain this minimum, either bar may be sleeved with a continuous polyethylene or nylon tube extending at least 1 inch in each direction past the point of closest contact between the two dissimilar bars.

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

- When ASTM A1035 CS reinforcing is specified, use epoxy coated ties and supports meeting the requirements of 02510.60(a).

00530.43 Splicing Welded Wire Fabric – Replace this subsection with the following subsection:

00530.43 Splicing Welded Wire Reinforcement - Overlap sheets of welded wire reinforcement as shown or provide edge and end laps not less than one mesh in width. Securely fasten sheets at the ends and edges according to 00530.41.

00530.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of reinforcement will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Reinforcement, Grade 60	Pound

Payment for reinforcement will be made when the reinforcement is incorporated into the concrete.

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.

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No separate or additional payment will be made for clips, wire, separators, wire chairs, or other Material used in fastening the reinforcement in place.

SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications modified as follows:

00540.17(c) Hardened Concrete – Replace the paragraph that begins “Cast and cure...” with the following paragraph:

Cast and cure test specimens according to AASHTO R 100 in 6 inch x 12 inch or 4 inch x 8 inch, single-use plastic molds and test at 28 Days according to AASHTO T 22.

(
00540.52 Removal of Forms and Falsework, and Subsequent Loading – Replace the paragraph that begins “In determining when to remove ...” with the following paragraph:

In determining when to remove Forms and Falsework, and when to place subsequent loads, the Engineer will consider the Contractor's proposed schedule, the location and character of the Structure, the weather, and other conditions influencing the setting of the concrete. If appropriate, these operations will be controlled by compressive strength tests of cylinders cast by the Contractor and witnessed by the Engineer. Test the cylinders at a recognized testing laboratory at no additional cost to the Agency. Cast and cure cylinders according to AASHTO R 100 (field cured) which is equivalent to the most unfavorable field conditions for the portions of the concrete which the cylinders represent.

SECTION 00570 - TIMBER STRUCTURES

Comply with Section 00570 of the Standard Specifications modified as follows:

00570.00 Scope – Replace this subsection, except for the subsection number and title, with the following:

This work consists of furnishing, transporting, delivery to project site, and erecting a fully engineered bridge of wood construction as shown or specified.

00560.80 Measurement – No measurement of quantities will be made for work performed under this Section. Minor parts such as post installed anchors and bearing devices are considered incidental.

00560.90 Payment – In the list of Pay Items, add the following line:

(i) Prefabricated Timber Glulam Girder Bridge.....Lump Sum

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SECTION 00596B - PREFABRICATED MODULAR RETAINING WALLS

Comply with Section 00596B of the Standard Specifications modified as follows:

00596B.01 Proprietary Prefabricated Modular Walls - Add the following paragraph and bullet list to the end of this subsection:

Select one of the following preapproved Prefabricated Modular proprietary retaining wall systems for the bridge abutments and walls , as shown:

- Artweld Gabion Retaining Wall System, provided by Hilfiker Retaining Walls , telephone: 800-762-8962 .
- Maccaferri Gabion Retaining Wall System, provided by Maccaferri , telephone: 301-223-6901 .
- Modular Gabion Systems [™] Retaining Wall System, provided by C.E. Shepherd Company, L.P. , telephone: 800-324-6733 .

00596B.03 Definitions - Add the following definition after the definition for “Manufacturer”:

Minor Retaining Wall - A prefabricated modular retaining wall that meets all of the following conditions for the full length of the wall:

- Wall height (H) from the top of leveling pad to the top of wall does not exceed 4.0 feet.
- Wall fore slope and back slope are both flatter than 1V:4H within a horizontal distance of H, measured from the nearest point on the wall.
- Surcharge loading is not allowed on the retaining wall back slope within a horizontal distance of H, measured from the nearest point on the wall.
- Failure of the wall would not result in significant loss of access and performance of adjacent public or private structures.
- The wall is labeled as a Minor Retaining Wall in the Plans.

Replace the definition that begins “Nonproprietary Retaining Wall System...” with the following definition:

Nonproprietary Retaining Wall System - A Retaining Wall System that is fully designed in the bid documents.

Replace the definition that begins “Preapproved Proprietary Retaining Wall System...” with the following definition:

Preapproved Proprietary Retaining Wall System - A wall system that is listed in Appendix 16-D of the Geotechnical Design Manual (GDM).

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00596B.04 Proprietary Retaining Walls - Replace the bullet that begins “Complete stamped Working...” with the following bullet:

- Complete stamped Working Drawings and design calculations according to 00150.35. Minor Retaining Walls do not require stamped Working Drawings unless prepared by a registered professional engineer. Preparation of Working Drawings and design calculations for Minor Retaining Walls does not require professional engineering registration according to ORS 672.060 (See also OAR 820-040-0005(4)(d)(A)).

00596B.04(b) Design Calculations - Add the following to the end of this subsection:

The following retaining wall design parameters have been established for this Project:

Beaver Creek Pedestrian Bridge:

- Foundation soil unit density..... 0.125 kips/cu. ft.
- Foundation soil angle of internal friction 34 degrees
- Foundation soil nominal (unfactored) bearing resistance 6 kips/sq. ft.
- Retained soil unit density 0.125 kips/cu. ft.
- Retained soil angle of internal friction 34 degrees
- Peak ground acceleration coefficient (*PGA*)..... 0.11G
- Long period spectral acceleration coefficient (*S₁*)..... 0.12G
- Site class D
- Peak seismic ground acceleration coefficient modified by short period site factor (*A_s*)..... 0.15
- Horizontal seismic acceleration coefficient (*K_h*)..... 0.065G
- Bridge Abutments
 - Minimum base width for overall stability 12 ft.
 - Minimum base width for external stability 12 ft.
- Trail retaining walls
 - Minimum base width for overall stability 3 ft.
 - Minimum base width for external stability 3 ft.

00596B.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of retaining walls are:

Station Limits	Area
Sta. 0+00 to Sta. 0+81.87	465 sq. ft.
Sta. 2+53.88 to Sta. 3+14.49	375 sq. ft.
Abutment 1	144 sq. ft.
Abutment 2	144 sq. ft.

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00596B.90 Payment – Add the following pay item:

Pay Item	Unit of Measurement
(d) Gabion Foundations and Retaining Walls	Lump Sum

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SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

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SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- **Native Riparian Seeding:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Elymus Glaucus (Blue Wildrye)	10.90
California Brome (Bromus Carinatus)	10.90
Meadow Barley (Hordeum Brachyantherum)	10.90
Tufted Hairgrass (Deschampsia Cespitosa)	10.90

- **Wetland Seeding:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
California Brome (Bromus Carinatus)	21.80
Tufted Hairgrass (Deschampsia Cespitosa)	21.80

- **Lawn Seeding:**

Name	PLS Specified Rate (lb/acre)
Perennial Ryegrass**	220
Creeping Red Fescue**	73
Chewings Fescue**	73

** Furnish strong growing, site appropriate, disease resistant varieties

01030.61(b) All Other Seeding - Replace the bullet that begins "The seeding Establishment Period..." with the following bullet:

- The seeding Establishment Period will end 45 Days after the beginning of the Establishment Period, if the area was seeded within the seeding dates according to 01030.43, and all establishment responsibilities have been met.

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Replace the bullet that begins "If the original seeding construction..." with the following bullet:

- If the original seeding construction is completed and accepted outside the permanent seeding dates, the Establishment Period will end 45 Calendar Days after all necessary reseeding is completed and accepted during the following seeding dates according to 01030.43.

01030.62(b)(3) Weed Control - Replace this subsection, except for the subsection number and title, with the following:

Kill and remove Specified Weeds as directed, prior to the Weeds going to seed. Keep WMAs and seeded areas, Weed Free throughout the Establishment Period.

01030.90 Payment – Delete Pay Items (l) and (m) from the Pay Item list.

SECTION 01040 - PLANTING

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

01040.02 Definitions: Add the following definitions to the end of this subsection:

Fall - The period beginning on the equinox in September through solstice in December.

Summer - The period beginning on the solstice in June through the equinox in September.

01040.04(a) Planting Work Plan – Replace the bullet that begins "Plant installation and..." with the following bullet:

- Plant installation

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

- Plant establishment plan according to 01040.70

Add the following subsection:

01040.05 Submittals – Submit the following for review and approval:

- Contract Growing Plan according to 01040.19(g).
- Planting work plan according 01040.04(a).
- Plant establishment plan according to 01040.70.
- Weed Control Work Plan according to 01030.42(a).
- Photo log 10 Days after each plant establishment visit and periodic inspection. Furnish date stamped photographs in photo log of each plant establishment site visit with photos of multiple individual plants, seeded areas and weed control areas that are

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sufficiently close to display plant condition and that are representative of the health, vigor and growth of the site plantings.

01040.19(b) Quality - Replace the paragraph that begins "Furnish plants that are acclimated..." with the following paragraph:

Furnish plants that are acclimated to the specific Project environmental site conditions prior to planting. Store all container-grown and balled and burlapped plant materials acquired for planting a minimum of 3 months before planting, as specified in 01040.41 or 01040.42, at a location north of the Oregon - California border.

01040.19(h)(2) Deciduous Trees - Replace the paragraph that begins "Trees with leaves that are..." with the following paragraph:

Trees which shed their leaves annually.

01040.19(h)(7) Seedling Trees - Replace the paragraph that begins "Plants that are grown from seed..." with the following paragraph:

Plants that are grown from seed in a nursery and brought to the site in a bare root condition. Provide seedlings labeled with age and certification (class number) which shows the length of time grown in a nursery seedbed, followed by the length of time grown in a transplant bed. Furnish seedling trees that are a minimum 2 years old.

01040.41 Planting Season (West of the Cascades) - Replace the title of this subsection with "Planting (West of the Cascades)".

01040.42 Planting Season (East of the Cascades) - Replace the title of this subsection with "Planting (East of the Cascades)".

01040.48(b) Method "B" (Non-Cultivated Planting Areas) - Replace the paragraph that begins "Finish Wetland mitigation planting ..." with the following paragraph:

Finish Wetland mitigation planting areas to specified finish elevations, blending to existing ground smoothly, as required and directed. Except for projects that are less than 1 year in duration and unless otherwise approved, review the hydrology of the area to be planted for the period November 15 to February 28 prior to planting any Wetland plants. Adjust plant types and planting locations as required or directed, based on the review of site hydrology.

01040.50(a)(1) Mechanical Digging - Replace this subsection, except for the subsection number and title, with the following:

Use a tree spade unless otherwise directed. Move only while the tree is dormant. Treat deciduous plants with anti-transpirant prior to excavation. Confirm with the Agency that the size of the spade is appropriate to the size and type of tree prior to beginning Work. Dig the receiving hole prior to digging the tree to be transplanted. Take care not to damage the tree bark. Refill the original hole after transplanting. Do not move Oregon White Oak (*Quercus garryana*) by this method.

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01040.50(g) Plant Cuttings - Replace the paragraph that begins "Collect and plant the cuttings ..." with the following paragraph:

Collect and plant the cuttings while the plant is dormant, generally between October and March. Notify the Agency if conflicts exist with permit requirements. Store all cut material in ventilated plastic containers that allow free flow of water. Protect root systems from excessive drying at all times. Do not store plants in airtight containers.

01040.53(b)(3) Compost Blanket - Replace this subsection with the following subsection:

01040.53(b)(3) Compost Mulch - Spread compost on top of the Soil to a nominal depth of 3 inches. Where a compost erosion blanket is in place according to 00280.44(f) apply and spread additional compost to achieve a depth of 3 inches.

01040.54(a) Pressure Moisture Stress Sensor - Replace the bullet that begins "At 1 month intervals..." with the following bullet:

- At 1 month intervals throughout the Summer, up to the first Fall rain or snow.

01040.70 Plant Establishment – Add the following paragraph and bullets after the paragraph that begins "The Contractor is responsible..."

At a minimum of 15 Days prior to landscape Work, submit the plant establishment plan as part of the planting work plan according to 01040.05. Should the plan become unworkable at any time during Plant Establishment Period, submit a revised plan prior to proceeding with further Work. Include the following in the plant establishment plan:

- Activity descriptions necessary to ensure continued health and vigor of planted and seeded areas according to 01030.60 and 01040.71.
- Proposed scheduling of joint inspection meetings, weeding, and watering/irrigation schedule.
- Materials including herbicides and fertilizers, and Equipment to be utilized for the plant establishment.
- Proposed adaptive management activities for successful establishment of seeded, sodded, and planted areas, during changing environmental conditions or unanticipated weather.

01040.71 Plant Care and Success Criteria - Add the following to the end of this subsection:

The following watering frequencies are required:

- Deciduous trees , water at a frequency of weekly.
- Conifer trees, water at a frequency of weekly.
- All shrubs and herbs, water at a frequency of weekly.

01040.72 Periodic Inspections - Replace the bullet that begins "Spring..." with the following bullet:

- Early May

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Replace the bullet that begins "Summer..." with the following bullet:

- Mid-July

Replace the bullet that begins "Fall..." with the following bullet:

- Late September

01040.73 Corrective Work - Replace the paragraph that begins "The Contractor will be allowed..." with the following paragraph:

The Contractor will be allowed to replace plants outside the planting times described in 01040.41 or 01040.42 as applicable to perform corrective work after each periodic inspection.

01040.75 Weed Control - Replace this subsection, except for the subsection number and title, with the following:

Perform weed control throughout the Plant Establishment Period. Kill and remove Specified Weeds as directed, prior to the Weeds going to seed. Keep the plant areas Weed Free throughout the Plant Establishment Period.

01040.77(b) Trimming and Pruning - Replace the paragraph that begins "Prune during the dormant..." with the following paragraph:

Prune during dormancy unless otherwise specified. Remove and dispose of all dead and critically damaged plant material to maintain the overall appearance of the Project.

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SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

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

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

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.20 Geotextile Property Values – Replace Table 02320-3 with the following table:

Table 02320-3 Geotextile Property Values for Sediment Fence ¹

Geotextile Property	ASTM Test Method	Unit	Geotextile Property Requirements Woven and Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

SECTION 02510 - REINFORCEMENT

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

02510.11(c) Coated Reinforcement Ties and Supports - Delete this subsection.

02510.11(d) Epoxy Coating Repair - Delete this subsection.

02510.30(d) Ties and Support - Delete this subsection.

02510.60 Wire Reinforcement - Replace this subsection with the following subsection:

02510.60 Ties and Supports - Provide tie wire and supports according to *CRSI Manual of Standard Practice*.

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(a) Coated Reinforcement Ties and Supports – Provide nonmetallic coated ties and supports for coated reinforcement, including ties for coated-to-uncoated reinforcement connections.

(b) Uncoated Reinforcement Ties and Supports - Tie all mats of galvanized steel bars with galvanized ties. Provide precast concrete blocks with galvanized ties that support galvanized reinforcement.

Prevailing Wage Rates

This Contract is for a project that is subject to ORS 279C.800 to 279C.870. All persons working under this contract and all associated subcontracts must be paid not less than the applicable state prevailing rate of wage. ***“Prevailing Wage Rates for Public Works Contracts in Oregon” (effective January 5, 2026) with amendments dated April 5, 2026,*** are the appropriate prevailing wage rate publications for this contract. These documents are published by the Oregon Bureau of Labor and Industries (BOLI) and are available online at:

http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr_state.aspx

BOLI Office Locations

Portland	1800 SW 1 st Ave, Suite 500 Portland, OR 97201	971-673-0761
Salem	3865 Wolverine St NE Building E, Suite 1 Salem, OR 97305	503-378-3292
Eugene	1400 Executive Pkwy., Suite 200 Eugene, OR 97401	541-686-7623

The successful Bidder and all subsequent subcontracts shall comply with ORS 279C.845 wage rate requirements and produce appropriate certificates that they have compiled.