

**SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION**



**OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON**



GRADING, DRAINAGE, STRUCTURES & PAVING

I-84: RIETH INTERCHANGE AND UMATILLA RIVER BRIDGES PROJECT

OLD OREGON TRAIL HIGHWAY

UMATILLA COUNTY

JUNE 4, 2026

PREFACE

General:

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

Revisions Prior to Bid Closing:

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

Booklet May Be Retained by Bidder:

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

DESCRIPTION OF WORK
and
TIME AND PLACE OF RECEIVING BIDS

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

DESCRIPTION OF WORK

Grading, Drainage, Structures & Paving
I-84: Rieth Interchange and Umatilla River Bridges Project
Old Oregon Trail Highway
Umatilla County

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be at 9:00:00 a.m. on the 4th day of June, 2026. Bids will be received by BJ McCartney, Construction Contracts Manager.

Submit electronic bids, on-line through Bid Express® (www.bidx.com) before 9:00:00 a.m. on the day of Bid Closing.

Submit paper bids to BJ McCartney, Construction Contracts Manager:

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

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

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

For Bids submitted by hand delivery, date stamp the Bid with the provided date stamping device and place into the ODOT Procurement Bid Box located in the 1st floor lobby at the following address:

Oregon Department of Transportation
355 Capitol Street NE
Salem, Oregon 97301.

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

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

Bid Opening for the work described above will be at the following address: Oregon Department of Transportation, 355 Capitol Street NE, Salem, Oregon, beginning at 9:00:00 a.m. on the day of Bid Closing.

COMPLETION TIME LIMIT

See Subsection 00180.50(h).

CLASS OF PROJECT

This is a Federal-Aid Project.

CLASS OF WORK

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

PROJECT INFORMATION

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

Joshua McCullough, Resident Engineer, 3012 Island Avenue, La Grande 97850; or
Email ODOTConstructionLaGrande@odot.oregon.gov. All requests for information must be
in writing with reference to the Project name.

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BID SCHEDULE

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SPECIFICATIONS and PROVISIONS

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. AFFIRMATIVE ACTION REQUIREMENTS

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

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

Goal and Timetable for Female Utilization Statewide

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

Goals for Minority Utilization by County

Goal (Percent)

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

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

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

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

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

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

1. As used in these specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

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

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

Written Notification

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

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

Monthly Report

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

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

Annual Report

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

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

Monitoring and Compliance

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

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

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

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

Show Cause Notice

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

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

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

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

**SUSPENSION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS EFFECTIVE 10/03/2025**

In accordance with the Interim Final Rule, effective October 3, 2025 and published at 90 Fed Reg 47,969 (2025), modifying the certification, compliance and reporting requirements of the Disadvantaged Business Enterprise program (DBE IFR), ODOT's DBE requirements that were applicable to federally funded projects prior to the 10/03/2025 effective date of the rule are no longer in effect, and the associated DBE contractual requirements have been suspended pending implementation of the DBE IFR. Contractor will cooperate in processing any contractual revisions ODOT deems necessary or appropriate to effectuate the updated DBE Program requirements that may result from the DBE IFR implementation.

APPRENTICESHIP REQUIREMENTS

For projects with a contract price that exceeds \$3 million, the Contractor is subject to the apprenticeship requirements found in ORS 279C.533 and set forth herein.

I. Apprenticeship Goal

Contractor shall employ Apprentices to perform 12 percent of the Work hours that Contractor's employees in Apprenticeable Occupations perform under this Contract.

Contractor shall also require that each subcontractor with a subcontract of an estimated value of \$750,000 or more at the time of Agency's consent to the subcontract ("Covered Subcontractors") employ Apprentices to perform 12 percent of the Work hours that its employees in Apprenticeable Occupations perform under the subcontract.

Contractor has the primary responsibility to ensure the apprenticeship requirements set forth herein are met. Contractor shall ensure that the applicable subcontracts contain the appropriate clauses, obligating Subcontractor to the Apprenticeship goal as applicable; however, this shall not relieve the Contractor of the Contractor's primary responsibility.

Contractor and Covered Subcontractors shall use apprentices that the BOLI Apprenticeship & Training Division certifies are registered with the Oregon State Apprenticeship and Training Council in a Registered Apprenticeship Training Program. Contractor shall be an Oregon Bureau of Labor and Industries (BOLI) Registered Training Agent in accordance with OAR 839-011-0162 at time of time of contract execution. Reciprocal approval for federal purposes is accorded to contractors, apprentices, apprenticeship programs and standards that are registered with the USDOL Office of Apprenticeship ("OA") or registered to other State Apprenticeship Registration Agencies duly recognized by OA for federal public works projects in Oregon that are subject to the Davis-Bacon Act, in accordance with 29 CFR 29.5(b)(13) (see OAR 839-011-0162(6)). A Covered Subcontractor must be an approved training agent at the time of consent to subcontract unless it will not be performing work in an Apprenticeable Occupation.

Contractor and Covered Subcontractors shall pay an Apprentice for Work on the Project at the hourly rate to which the Apprentice is entitled under the applicable Apprenticeship Agreement or as otherwise specified by the Apprenticeship Training Program.

Apprenticeable Occupations are those designated by BOLI as available trades with apprenticeships. The list of those trades is available at: <https://www.oregon.gov/boli/apprenticeship/Pages/trades.aspx>

II. Reporting.

A. Required Forms. Contractor shall submit weekly the BOLI Enhanced WH-38 Form to BOLI with a copy to the Agency to report the extent of Contractor's and Covered Subcontractor's compliance with these Apprenticeship Requirements. Agency may disclose the reports as provided under ORS 279C.845(6).

At any time, BOLI may change the required form or method to identify, collect, and report the information required under this Subsection II. Contractor is under a continuing obligation to use the most current form required by BOLI for this purpose.

B. Failure to Report. Failure of Contractor to provide reports as described in Subsection A above may result in withholding of payment as provided in ORS 279C.845(7).

C. Obligation to Provide Additional Information. Upon request by Agency, and in a form and schedule specified by Agency, Contractor shall provide the following information:

- i. The name of or other identification for this Contract;
- ii. The city or county in which the public improvement is located;
- iii. A detailed accounting of:
 - a. The total number of hours of work that workers performed under this Contract and each Covered Subcontract;
 - b. The total number of hours of work that workers performed in each Apprenticeship Occupation for the Contract and each Covered Subcontract on the public improvement;
 - c. The total number of hours of work that Apprentices performed under this Contract and each Covered Subcontract; and
 - d. The total number of hours of work that Apprentices in each Apprenticeship Occupation performed under this Contract and each Covered Subcontract.
- iv. The total number of workers who performed construction work and the total numbers of minority individuals, women and veterans who performed construction work under this Contract. A report under this subparagraph must separately list for each worker the worker's race, ethnicity, gender, veteran status and, as applicable, trade, craft or job category.

D. Final Report. Upon request by Agency prior to final completion, Contractor shall provide Agency with a final report regarding its employment of Apprentices, which shall contain the following information for Contractor and each subcontractor subject to the Apprenticeship requirements:

- Total amount of Work hours that workers performed in each Apprenticeship Occupation
- Total amount of Work hours performed by Apprentices
- Number of hours subject to calculation of reduction in payment as described in Subsection II(C)(iii)(b)

III. Noncompliance and Reduction in Payment.

As required by ORS 279C.533, Agency will reduce payment due to Contractor under this Contract if Contractor does not meet the Apprenticeship Goal set forth in Section I. The reduction will be the equivalent of the difference between the total number of work hours that Apprentices in Apprenticeship Occupations should have performed to meet the apprenticeship requirements less the total number of work hours that Apprentices in Apprenticeship Occupations actually performed, multiplied by \$15 per hour.

Contractor may apply reduction in the amount due to a Covered Subcontractor if that Covered Subcontractor fails to meet the Apprenticeship Goal. In such case, Contractor must notify Agency and reduce its invoices to Agency accordingly. In no event shall Contractor charge Agency for the amount reduced from the Subcontract.

OUTREACH, RECRUITMENT AND RETENTION

For projects with a contract price that exceeds \$3 million, the Contractor is subject to the outreach, recruitment and retention requirements found in ORS 279C.533 and set forth herein.

Contractor shall comply fully with the provisions of ORS 279C.533. It is a material provision of this public improvement contract that Contractor establish and implement a plan for outreach to and recruitment and retention of women, minority individuals and veterans, with an aspirational target of having individuals in one or more of these groups to compose at least 15 percent of the total number of workers who perform work under this contract ("Outreach, Recruitment and Retention Plan") that meets the Plan Requirements set forth herein. Additionally, Contractor shall require any subcontractor with which the contractor has a subcontract with a contract price of \$750,000 or more ("Covered Subcontractors") to establish and implement an Outreach, Recruitment and Retention Plan for Subcontractor's outreach to and recruitment and retention of women, minority individuals and veterans, with an aspirational target of having individuals in one or more of these groups to compose at least 15 percent of the total number of workers who perform work under that subcontract.

Outreach, Recruitment and Retention Plans must require, at a minimum, that Contractor (or Covered Subcontractor):

- (i) Advertise employment opportunities available under the public improvement contract in general circulation publications, trade association publications and publications that serve an audience or readership that consists primarily of minority individuals, women or veterans;
- (ii) Follow upon the contractor's initial solicitations of interest by contacting minority individuals, women or veterans who expressed interest in or responded to the initial solicitation to determine with certainty whether the minority individual, woman or veteran is interested in the opportunities described in subsection (i);
- (iii) Provide all persons who express continued interest with adequate information about hiring qualifications, pay rates, benefits, the expected duration of employment, work hours and other conditions of employment under the public improvement contract;
- (iv) Make efforts to encourage minority individuals, women and veterans to seek employment under the public improvement contract that the contractor may reasonably expect will produce a level of participation that meets the aspirational target described herein; and
- (v) Use the services of minority community organizations, local, state, federal and tribal governments or other organizations that have recruiting, training and otherwise assisting minority individuals, women and veterans as the organization's primary purpose or mission to assist the contractor with outreach, recruitment and retention.

Contractor shall submit its Outreach, Recruitment, and Retention Plan ten (10) days prior to the preconstruction conference. Contractor shall submit the Outreach, Recruitment, and Retention Plans of Covered Subcontractors with Contractor's request for Agency's consent to subcontract. Contractor shall follow the reporting requirements Section II of the Apprenticeship Requirements Special Provision to satisfy the reporting requirements of 279C.533 as it relates to the Outreach, Recruitment and Retention Plan. Upon request of Agency, Contractor shall provide any other supporting information Agency deems necessary or appropriate to determine compliance with this provision and requirements of ORS 279C.533.

Contractor shall demonstrate adequate good faith efforts to comply with this provision. While the aspirational target is not a requirement for this Contract and is not binding on the Contractor, ODOT desires to encourage the highest possible participation of women, minority individuals, and veterans in the workforce. Neither the Contractor nor its Subcontractors are under any obligation to meet or achieve the aspirational targets set forth herein.

*STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION
As Amended through Resolution No. 17-053 (July 17, 2017)*

TRIBAL EMPLOYMENT RIGHTS OFFICE
CODE

CONFEDERATED TRIBES
OF THE
UMATILLA INDIAN RESERVATION

**STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION
As Amended through Resolution No. 17-053 (July 17, 2017)**

TRIBAL EMPLOYMENT RIGHTS CODE

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TRIBAL EMPLOYMENT RIGHTS OFFICE CODE

CHAPTER 1. GENERAL PROVISIONS

SECTION 1.01. TITLE

This Code shall be known as the Tribal Employment Rights Office Code.

SECTION 1.02. PURPOSE

The purposes of this Code are:

- A. To prevent employment related discrimination against American Indians;
- B. To ensure compliance with this Code that is intended to give preference in employment, contracting and sub-contracting, and training to American Indians;
- C. To maximize utilization of Indian workers in all employment opportunities on and near TERO jurisdiction lands; and
- D. To ensure the Indian workforce on TERO jurisdiction lands are trained and equipped to enter the workforce and maintain employment of their choosing.

SECTION 1.03. FINDINGS

The Board of Trustees of the Confederated Tribes of the Umatilla Indian Reservation find that:

- A. Jobs in the private employment sector on and near TERO jurisdiction lands are an important resource for Indians residing on and near TERO jurisdiction lands.
- B. In order to attract private employers to locate on TERO jurisdiction lands, Indians residing on or near TERO jurisdiction lands need to have the training and skills those employers require.
- C. This Code is consistent and supplemental to existing federal and tribal law prohibiting employment discrimination against Indians and providing employment and contract preference to individual Indians and Indian-owned enterprises.
- D. Indian employment on TERO jurisdiction lands continues to be a concern of sufficient magnitude to warrant the enactment and implementation of this Code which is designed to improve training and employment opportunities for Indians living on and near TERO jurisdiction lands.
- E. Many unemployed Indians on TERO jurisdiction lands may have social barriers to employment such as poor education, substance abuse, the lack of vocational training or the lack of tools and other equipment needed by their preferred vocation that need to be addressed.

SECTION 1.04. JURISDICTION

- A. This Code shall apply to all Employers on all TERO jurisdiction lands as set forth in this Code and as permitted by applicable law.
- B. This Code shall not apply to any direct employment by the Tribe, its enterprises or tribally owned corporations, or by federal, state or other governments; however, contractors and subcontractors of these governmental entities shall be subject to the Code.

**STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION
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- C. This Code shall not apply to or be enforced against Tribal enterprises including, but not limited to, Wildhorse Resort and Casino, the Tamástslikt Cultural Institute, Arrowhead Travel Plaza and Mission Market, Cayuse Technologies and other enterprises established and owned by the Tribe. This Code is not intended to preempt or interfere with the rights or obligations set forth in the Tribes' Personnel Policies Manual, the Yellowhawk Personnel Manual, the Umatilla Tribal Police Department Manual, or the personnel manuals of Tribal enterprises including Wildhorse Resort and Casino, Tamástslikt Cultural Institute, Cayuse Technologies, Arrowhead Travel Plaza and Mission Market and other Tribal enterprises now or later established. The employees of the Tribe and Tribal enterprises shall be limited to the rights and remedies provided in the duly adopted manuals or procedures enacted by the Tribe for those employees.
- D. Contract disputes between contractors and their subcontractors or their non-Indian employees are outside the scope or jurisdiction of this Code and are not subject to enforcement, compliance or the issuance of a citation under this Code. Contract disputes shall be resolved through specified contract procedures for such disputes or through a court of competent jurisdiction.

SECTION 1.05. DEFINITIONS

- A. **BOARD OF TRUSTEES** – shall mean the governing body of the Confederated Tribes of the Umatilla Indian Reservation.
- B. **COMMISSION** – shall mean the Tribal Employment Rights Commission of the Confederated Tribes of the Umatilla Indian Reservation.
- C. **COMMISSIONER** – shall mean a member of the Tribal Employment Rights Commission of the Confederated Tribes of the Umatilla Indian Reservation.
- D. **COMPLIANCE AGREEMENT** – shall mean an agreement between an Employer and the Tribal Employment Rights Office (TERO) setting forth how the Employer will meet Indian preference hiring and subcontracting goals and that they will comply with this Code. The Compliance Agreement must be executed prior to commencement of any portion of a project within TERO jurisdiction lands.
- E. **CORE CREW** – shall mean the essential, permanent employees of an Employer who have been regular employees of the Employer for at least six months prior to the start of the project.
- F. **COVERED ACTIVITIES** – The following activities shall be subject to the provisions of this Code when the project costs equal \$25,000 or more:
 - 1. Construction, repair, installation or maintenance of buildings, structures, improvements, bridges, roads, utility service lines, pipelines, electrical transmission lines, fiber optic and communication systems, railroads, or machinery and equipment that is affixed or erected upon real property and is not readily movable or is attached to other machinery and equipment such as conveyers, pipes or wiring or merely rest in place by virtue of its weight;
 - 2. Vegetation clearing, digging, soil preparing, logging or tree-thinning, reforestation and revegetation activities, environmental and habitat restoration, mitigation activities; or
 - 3. Excavating or mining.
 - 4. Excluded Activities. Farming and ranching activities involving planting, harvesting, weed control and soil preparation are specifically excluded from this provision of the TERO Code.

***STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION
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- G. EMPLOYER – shall mean any person, company, contractor, subcontractor or entity located or engaged in business activities on TERO jurisdiction lands when conducting work with non-regular employees. This includes, but is not limited to, contractors, and subcontractors of federal, state, county and other local governments and government-owned enterprises, doing work on TERO jurisdiction lands. The term does not include the Tribe, federal, state or local governments or their entities when they are employers. Also excluded are owners of single-family residences when is, or will be post-construction, occupied by the owner as well as owner-operated farm: buildings, structures, storage facilitates and irrigation systems.
- H. ENGAGED IN WORK ON TERO JURISDICTION LANDS – shall mean any portion of a business enterprise or project performed on TERO jurisdiction lands.
- I. INDIAN – shall mean any person enrolled in a federally recognized tribe.
- J. INDIAN OWNED BUSINESS – shall mean a business certified by the TERO Program to be at least 60% owned, operated and controlled by an Indian.
- K. INDIAN PREFERENCE – shall mean a preference for enrolled Indians in all aspects of employment, including but not limited to, hiring, training, promotions, layoffs, contracting and subcontracting for work on TERO jurisdiction lands.
- L. MEMORANDUM OF UNDERSTANDING – shall mean the agreement between the Tribe and other parties outlining the requirements and responsibilities of Employers on TERO jurisdiction lands.
- M. PROGRAM MANAGER – shall mean the Program Manager of the Umatilla Tribal Employment Rights Office.
- N. PROJECT COSTS – shall mean all costs that are incurred, including installation, supplies and materials, labor, repair, installation and maintenance. Tangible personal property is excluded including all chattels and movables, such as: boats, vessels and forklifts; merchandise and stock and trade held for resale; computers and computer equipment; office equipment; sales registers; store fixtures and displays; furniture and personal effects; goods; livestock; vehicles; farming implements; moveable machinery; movable equipment; and movable tools. Engineering, design, freight and permitting costs are also excluded.
- O. TERO – shall mean the Tribal Employment Rights Office of the Confederated Tribes of the Umatilla Indian Reservation.
- P. TERO JURISDICTION LANDS – shall mean:
1. All lands within the Confederated Tribes of the Umatilla Indian Reservation;
 2. All Indian Country as defined by 18 U.S.C. 1151 which the Confederated Tribes of the Umatilla Indian Reservation has an interest in or authority over;
 3. All lands the Confederated Tribes of Umatilla Indian Reservation has an ownership interest in outside the exterior boundaries of the Umatilla Indian Reservation; and
 4. All lands covered by a Memorandum of Understanding (MOU).
- Q. TERO WORKER – shall mean any Indian referred through the TERO Program.
- R. TRIBE or TRIBAL – shall mean the Confederated Tribes of the Umatilla Indian Reservation.

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- S. TRIBAL COURT – shall mean the Umatilla Tribal Court of the Confederated Tribes of the Umatilla Indian Reservation.

CHAPTER 2. TRIBAL EMPLOYMENT RIGHTS OFFICE

SECTION 2.01. TERO PROGRAM MANAGER

The Program Manager of the Tribal Employment Rights Office shall be responsible for administering the provisions of this Code and provide direction, leadership and oversight to the TERO Program staff. “TERO Program Manager” shall include his/her designees when used in this Code.

SECTION 2.02. TERO PROGRAM MANAGER AUTHORITIES

- A. The Program Manager shall have the authority to maintain daily operations of the TERO Program, to obtain and expend funds from tribal, federal, state or other sources, to carry out the purposes of this Code in accordance with the Fiscal Management Policy, to establish Employer record-keeping requirements, to consult with the TERO Commission on policy issues related to the implementation of this Code and to take such other actions as are necessary for the fair and vigorous enforcement of this Code.
- B. The Program Manager shall have the authority to:
1. Negotiate, monitor and enforce Compliance Agreements with Employers;
 2. Investigate violations and impose penalties on Employers who violate the provisions of the Code;
 3. Develop and promulgate regulations necessary to implement the provisions of this Code;
 4. Ensure compliance with all Equal Employment Opportunity Commission grants, contracts or agreements;
 5. For purposes of Compliance Agreements, develop and impose numerical hiring goals and contracting goals that reflect the available Indian labor pool and Indian Owned Businesses;
 6. Establish and maintain a tribal hiring hall that maintains a record of qualified, employable Indians to be used by employers to fill vacancies;
 7. Prohibit any Employer from imposing employment qualification criteria that serve as barriers to Indian employment unless it can be demonstrated that such criteria are required by business necessity;
 8. Revoke, or refuse to enter into, a Compliance Agreement with an Employer that has operated an unsafe work environment as outlined in Chapter 7;
 9. Negotiate cooperative agreements with federal, state, tribal and local governments and businesses to minimize employment discrimination against Indians on TERO jurisdiction lands, to promote Indian Preference in hiring, training, and contracting and to otherwise ensure compliance with this Code;
 10. Audit certified payroll reports, from Employers, monitor wage scale and salaries to ensure equitable compensation of Indian workers;
 11. Collect a TERO compliance tax on Employers; and

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12. Advertise, collect data, investigate, communicate and process applications or re-certifications for entrance onto the Indian Owned Business Directory.

SECTION 2.03. TRIBAL MINIMUM OR PREVAILING WAGE

- A. With approval of the Board of Trustees, the Program Manager may promulgate a Tribal Minimum Wage or Prevailing Wage as provided in this Section. Such Tribal Minimum or Prevailing Wage shall only apply to Employers subject to this Code. A Tribal Minimum or Prevailing Wage established under this subsection may be included in a Compliance Agreement pursuant to Section 6.01 of this Code.
- B. Definitions. For purposes of this Section, the terms “Minimum Wage” and “Prevailing Wage” are defined as follows:
 1. Minimum Wage – shall mean the lowest wage that the Employer can pay any employee. The Minimum Wage shall not be less than the federal minimum wage.
 2. Prevailing Wage – shall mean the lowest wage that an Employer can pay any employee by trade or craft. A Prevailing Wage need not limit or put a cap on all employees in a particular craft or trade.
- C. If the Program Manager elects to promulgate a proposed Minimum Wage or Prevailing Wage, the following factors may be taken into consideration:
 1. The prevailing wage for each job classification in the Oregon or Washington wage classifications;
 2. The prevailing wages established by other Northwest Indian tribe;
 3. The number of Indian persons living on or near TERO jurisdiction lands with the particular craft or trade skills;
 4. The unemployment rate of Indians living on or near TERO jurisdiction lands – especially the unemployment rate for the particular craft or trade;
 5. Local labor and market conditions;
 6. The potential impact of the Prevailing Wage to attract businesses or Construction Employers to do business on TERO jurisdiction lands; and
 7. The potential impact of the Prevailing Wage in raising the costs of Tribal projects.
- D. The draft Minimum or Prevailing Wage shall be published in the CUJ with notice of the comment opportunity and comment deadline date and distributed to all Tribal governmental departments, enterprises and to persons or entities that may be impacted by such a proposal for review and comment. The record shall be kept open for at least thirty days to permit comments to be submitted.

CHAPTER 3. TRIBAL EMPLOYMENT RIGHTS OFFICE COMMISSION

SECTION 3.01. ESTABLISHMENT, COMPOSITION AND BYLAWS

- A. There is hereby created the Tribal Employment Rights Office (TERO) Commission.
- B. Membership. The Commission shall be comprised of five members appointed by the Board of Trustees.

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- C. Selection of Commission Officers. The Commission shall elect annually a Chair, Vice Chair and Secretary from its membership.
- D. Duties of the Chairperson. The Chairperson shall preside at all meetings of the Commission and, along with at least one other Commission member, shall be authorized to sign required documents in accordance with the powers of the Commission. The Commission Chair will establish meeting dates and times in coordination with the TERO program staff.
- E. Duties of the Vice-Chairperson. The Vice-Chairperson shall assist the Chairperson when called upon to do so. In the absence of the Chairperson, the Vice-Chairperson shall preside over Commission meetings and when so presiding, shall have all the rights and duties of the Chairperson.
- F. Duties of the Secretary-Treasurer. The Secretary-Treasurer shall be responsible for assuring the timely and proper production, distribution and storage of all written records of the Commission, including administrative and financial documents. The Secretary-Treasurer shall keep informed about the Commission's expenditures and remaining budget. The Secretary-Treasurer shall assure that all Commission minutes, executive summaries and purchase requisitions shall be distributed to appropriate Tribal offices. At each regularly scheduled Commission meeting, the Secretary-Treasurer shall submit the official Commission minutes from the prior Commission meeting for the Commission's review and approval, and shall also provide a brief report on the state of the Commission's budget. With the assistance of TERO staff, the Secretary-Treasurer shall ensure that new Commission members are provided with orientation materials, if any exist.

SECTION 3.02. RULES GOVERNING MEMBERSHIP ON THE TERO COMMISSION

- A. Members of the TERO Commission shall possess and demonstrate as minimum qualifications:
 - 1. Enrolled member of the Confederated Tribes of the Umatilla Indian Reservation;
 - 2. Eighteen years of age or older;
 - 3. Having no Gross Conflicts of Interest, as defined below;
 - 4. Willingness and ability to comply with the Ethical Duties of Commission Members, as defined below;
 - 5. Willingness and ability to perform the Commission's duties in compliance with the Confederated Tribes' Treaty, Constitution and statutes; and
 - 6. Knowledge and familiarity of the TERO Code.
- B. Terms. Appointments to the Commission shall be for a period of two years. There is no limitation on the number of terms a Commissioner may serve.
- C. Gross Conflicts of Interest.
 - 1. No person may be appointed to the TERO Commission who:
 - a. Is employed in the TERO program of the Confederated Tribes;
 - b. Is engaged in litigation against the Confederated Tribes in a matter related to the subject matter of the Commission; or

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- c. Has a similar interest that would necessarily grossly conflict with the impartial performance of a Commissioner's duties.
 2. The Board of Trustees' determination whether an applicant is barred from appointment by a gross conflict of interest (or must be removed from the Commission due to a gross conflict of interest) is final.
- D. Oath of Office. Each appointee to the TERO Commission shall take an oath of office prior to assuming the duties of Commission membership. The oath shall be administered by an officer of the Umatilla Tribal Court.
- E. Ethical Duties of Commissioners. TERO Commissioners are expected to comply with the following ethical requirements. Violations of these ethical duties may be considered neglect of duty or gross misconduct, requiring the removal of a Commissioner, depending on the severity and/or frequency of the violation.
 1. Commissioners shall comply with their oath of office and shall generally avoid the appearance of impropriety.
 2. Commissioners shall not attempt to exceed the authority granted to Commissioners by this Code.
 3. Commissioners shall recognize that the authority delegated by this Code is to the Commission as a whole, not to individual Commissioners. As a result, the powers of the Commission may only be exercised by the Commission, acting through the procedures established by this Code.
 4. Commission members shall not involve the Commission in any controversy outside the Commission's duties.
 5. Commissioners shall hold all information revealed during the course of Commission business in strict confidence, including information about the Tribe, the Tribe's partners, appealing parties, records from appeals, employees, community members and Commission deliberations. Commissioners may only discuss or disclose such information to persons who are entitled to the information, and only for the purpose of conducting official Commission business.
 6. Commission members are expected to behave in a professional manner and treat each other with courtesy.
 7. Conflict of Interest.
 - a. When a matter before the Commission directly and specifically affects a Commissioner's own interests, or the interests of his or her immediate family, that member has a "conflict of interest." Immediate family includes parents, children, spouse or domestic partner, siblings, grandparents, grandchildren, stepparent, stepsibling, stepchildren or any other person residing in the Commissioner's household. Except as described below, a Commissioner shall not act in an official capacity when he or she has a conflict of interest.
 - b. A Commissioner must inform the Commission of any conflict of interest immediately upon becoming aware of the conflict.
 - c. In all other cases, immediately after disclosing the conflict, a Commission member shall recuse himself or herself from discussion of, and voting on, any matter concerning the conflict. Commissioners shall not discuss or

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- vote on the matter in the presence of a Commissioner who has a conflict of interest.
- d. It is not a violation of this provision for a Commissioner to disclose a conflict about an issue, suggest that the Commission take action on the issue, and then recuse himself or herself from the Commission discussion and voting on the issue.
 - e. If an apparent conflict of interest exists, but the Commissioner with the conflict refuses to comply with these procedures, then the Commission shall table the matter until such time as the Commissioner leaves or the dispute is otherwise resolved. A Commissioner's refusal to comply with these procedures shall constitute neglect of duty and/or gross misconduct, justifying removal from the Commission.
- F. **Revocation of Appointment.** TERO Commission members serve at the pleasure of the Board of Trustees. Appointment to the TERO Commission confers no liberty or property rights upon the appointee. The Board of Trustees may revoke a person's appointment to the TERO Commission at any time, regardless of the length of time remaining in the person's appointment. It is not required that the Board state a reason for revoking the appointment or provide the person an opportunity to appear before the Board. A majority vote by the Board is sufficient to revoke any appointment. Revocation decisions by the Board are not subject to review or appeal to any administrative or judicial forum.
- G. **Removal by Commission Motion.** Whenever it comes to the attention of the TERO Commission that one of its members may: (1) fail to meet the minimum qualifications for membership, (2) have a gross conflict of interest, or (3) have committed neglect of duty or gross misconduct, the Commission by motion, may decide to hold a hearing inquiring into the matter.
- 1. At least five business days before the hearing is scheduled, the Chairperson shall provide notice of the hearing to the Commission member whose conduct is the subject of the hearing. The notice of the hearing shall include a written statement of the charges against the Commission member.
 - 2. At the hearing, the Commission member shall have an opportunity to appear before the Commission and answer all charges against him or her before the Commission votes. The Commission member shall represent his or her self, and shall not be represented by an attorney. If the Commission concludes by majority vote that the Commission member fails to meet minimum qualifications for membership, has a gross conflict of interest, or has committed neglect of duty or gross misconduct, the Chairperson shall promptly notify the Commission member and the Secretary of the Board of Trustees that the Commission member has been removed from the Commission.
 - 3. The decision of the Commission shall be final, except the Board of Trustees may review the decision on the Board's own motion, and may impose a different decision than the one ordered by the Commission. If the Board does this, it will immediately convey its decision in writing to the Chairperson of the Commission.
- H. **Resignation by Letter.** Any Commission member who wishes to resign from the TERO Commission shall submit his or her written resignation to the Chairperson.
- I. **Resignation by Default.** If any Commission member is absent from three consecutive meetings of the committee without excuse or misses more than 50% of the regular meetings during a year, that Commission member shall be considered to have resigned without providing notice to the Chairperson.

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SECTION 3.03. DUTIES, POWERS AND LIMITATIONS

- A. Duties. The TERO Commission shall carry out its duties under this Code consistent with the Confederated Tribes Constitution and Bylaws. In exercise of its duties, the Commission shall:
1. Review on-the-job training hours as recorded by TERO staff for Tribal Apprenticeship Programs;
 2. Review recommendations for Code amendments;
 3. Review regulations developed by the TERO Program Manager; and
 4. Hear appeals under Chapter 9.
- B. Limitations.
1. The Commission is prohibited from inquiring into, participating in, or attempting to influence managerial decisions concerning the Human Resources Department, the TERO Program or TERO staff.
 2. Except when authorized by the Commission, no individual Commissioner may take action or make any commitment on behalf of the Commission or TERO Program. The TERO Commission does not represent the TERO Program or staff.
 3. The TERO Commission has no authority to waive the sovereign immunity of the Tribe, its agents or entities.
- C. Meetings.
1. Meetings of the TERO Commission shall be held at regularly scheduled times each month.
 2. Special meetings shall be called only upon the written authorization of the Commission Chairperson and, except when of an emergency nature, shall be posted at least five days in advance.
 3. Regular meetings shall be open to the public. Whenever necessary, in the judgment of the committee Chairperson, to protect the confidentiality of sensitive information, the committee shall hold private deliberations. A committee Chairperson may temporarily recess a regular or special meeting in order to conduct private deliberations. Members of the public, including members of the General Council, are prohibited from attending private deliberations. Staff may only attend private deliberations if as a consequence of their job duties they have specialized information or responsibilities concerning the matter being discussed, and the committee Chairperson allows them to attend. Board of Trustees members and senior staff (or the senior staffs' designees) are entitled to attend any private deliberations of a committee so long as the person attending does not have a conflict of interest concerning the matter being discussed. Because private deliberations take place while the committee is in recess, no taking of minutes or recording of the deliberations shall take place. No notice of private deliberations is required. If a closed session occurs in the absence of a committee member who does not have a conflict of interest concerning the subject matter being discussed, the absent committee member may request an oral report on the subject matter discussed by the committee members who were present for the closed session.
- D. Quorum. Commission business may only take place when two or more voting members are present in addition to the presiding Chairperson. Voting by proxy shall not be

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allowed. A Commission meeting shall not be cancelled if a quorum is present, except by consensus of the Commission's members.

- E. Meeting Business. The Commission shall attempt whenever possible to execute its powers by consensus. If a consensus cannot be achieved, the affirmative vote of a majority of the Commissioners shall be required to take Commission action. The Chairperson shall vote only in the event of a tie. All documents requiring Commission signature, shall bear the signature of the Chairperson and at least one other Commissioner.

SECTION 3.04 COMMISSION TRAINING

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

CHAPTER 4. TERO WORKFORCE

SECTION 4.01. INDIAN PREFERENCE

- A. Scope. Indian Preference shall be applied in all aspects of employment on employment projects under this Code.
- B. Layoffs. In all layoffs and reductions in force, no Indian worker shall be terminated if a non-Indian worker in the same job classification is still employed. The non-Indian shall be terminated first if the Indian possesses threshold qualifications for the job classification. If an Employer lays off workers by crews, all qualified Indian workers shall be transferred to crews to be retained so long as non-Indians in the same job classification are employed elsewhere on the job site, except for non-Indians hired as Core Crew pursuant to negotiated Compliance Agreements.
- C. Promotions. Each Employer shall give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities. For each promotion or supervisory position filled by a non-Indian, the Employer shall file a report with the TERO Program Manager stating what efforts were made to inform Indian workers about the position, what Indians, if any, applied for the position and if an Indian was not chosen, the reasons an Indian was not selected.
- D. Core Crew. Core Crew requests must be submitted to the TERO staff in writing, showing that each Core Crew member meets these criteria before the start of any project work. Approval of Core Crew members does not exempt any Employer from TERO hiring goals or other compliance agreement terms.
- E. Indian Core Crew members may count toward the hiring goal.
 - 1. The Indian Core Crew members must be registered with the TERO Program.
 - 2. The Indian Core Crew members must be identified prior to signing the Compliance Agreement.

SECTION 4.02. TRIBAL HIRING HALL

- A. The Program Manager shall establish and maintain a hiring hall to assist Employers doing business on TERO jurisdiction lands in placing qualified Indians in job positions.
- B. An Employer shall not hire a non-Indian in violation of the Compliance Agreement until the Program Manager has certified within a reasonable time that no qualified Indian is available to fill the vacancy. For purposes of this section, "reasonable time" for

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construction jobs shall mean that the Program Manager shall have 48 hours from time of notice of manpower needs to locate and refer a qualified Indian.

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

SECTION 4.03. UNIONS

Employers with collective bargaining agreements with a union are responsible for informing such unions of this Code, its rules and regulations, applicable Memorandums of Understanding and their Compliance Agreement. Unions will give absolute preference to Indians in job referrals regardless of which referral list they are on. Temporary work permits will be granted to Indians who do not wish to join a union. Nothing herein shall constitute official tribal recognition of any union or tribal endorsement of any union activities on TERO jurisdiction lands.

Any existing or prospective labor organizations on the CTUIR are required to comply with the registration and operation procedures outlined in the CTUIR Right to Work Code.

CHAPTER 5. CERTIFIED INDIAN OWNED BUSINESSES

SECTION 5.01. SCOPE

Employers shall give preference to Indian Owned Businesses in the award of contracts or subcontracts to the extent permitted by applicable law. Indian Owned Businesses must be certified by the TERO Program Manager to be included on TERO's Indian Owned Business Directory and to obtain Indian Preference under this Code in contract bids on TERO jurisdiction lands.

SECTION 5.02. CERTIFIED INDIAN OWNED BUSINESS DIRECTORY

The Program Manager shall maintain an updated list of certified Indian Owned Businesses.

SECTION 5.03. CERTIFICATION OF INDIAN OWNED BUSINESSES

- A. All applicants seeking to be certified as a TERO certified Indian Owned Business, at a minimum, along with a complete certification application, shall provide the following documentation to the TERO office to prove the business is at least 60% owned, operated and controlled by an Indian:
1. Proof of enrollment/membership with a federally recognized tribe, nation or band, including Alaskan Native villages, communities and corporations;
 2. Proof of ownership of the business with at least 60% Indian ownership and proof that the Indian owner exercises majority control of the business and is substantially involved in the day-to-day management and operations;
 3. The Indian owner(s) must establish that they provide real value for their stated ownership interests by providing legal documents such as stock ownership, capital, assets, structure, management, control, financing and salary commensurate with the value of their ownership share;
 4. The Indian owner(s) will receive a percentage of all profits equal to their ownership interest. Any provision that give a non-Indian owner a greater share of the profits, such as but not limited to: management fees, equipment rental fees or bonuses will result in decertification;

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5. Business license certifications, business structure documents (sole proprietor, partnerships, incorporations, LLC), insurance and bonding capabilities;
 6. Business Plan that includes proof of the experience and staff expertise in the specific field, projected financials and references;
 7. Portfolio that includes proof of the experience and staff expertise in the specific field listed, resume of jobs completed and references;
 8. Any additional licensing documentation specific for the service provided;
 9. When applicable, proof of certification as an Indian Owned Business by another entity or organization along with a signed release of information to access records and the review process; and
 10. Any other documentation or pertinent information required by TERO. Applicants missing documents from this subsection shall submit written justification for those missing items.
- B. TERO shall have sole discretion in determining the legitimacy of submitted documentation. TERO reserves the right to exempt any documentation requirement if deemed not necessary for the type of service provided.
- C. The TERO staff, along with the Office of Legal Counsel and the Tax Administrator, as appropriate, shall review completed applications and all supporting documentation.

SECTION 5.04. RECERTIFICATION

Certified Indian Owned Business must be recertified every two years. Businesses wishing to maintain their status as a Certified Indian Owned Business will need to submit all the documentation as required in Section 5.03 at least ninety days prior to their two-year anniversary to allow adequate time for the recertification review and prevent a lapse in status.

SECTION 5.05. DECERTIFICATION

- A. Certified Indian Owned Business may be de-certified at any time for any one or more of the following:
1. Failure to meet the requirements of Section 5.03 of this Code;
 2. Failure to notify TERO in writing of changes in ownership, operation and/or control status within thirty days after the change(s) have occurred;
 3. Participation in illegal or prohibited activities; or
 4. Subject to disciplinary action in another jurisdiction.
- B. A business de-certified by TERO is banned from reapplying for Indian Owned Business certification for two years if it was banned for any reason except failure to recertify in time.

SECTION 5.06. SOLICITATION PROCESS

- A. Indian Owned Businesses shall be given preference as provided in this Section 5.06 in any procurement process permitted under Fiscal Management Policies applicable to an Employer adopted by the Board of Trustees and, for all other Employers, by any other competitive solicitation or bid process that the Employer may use. An Employer shall be authorized to use standard evaluation tools to determine if an IOB has the experience,

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expertise, personnel and resources to provide the goods or services on the schedule needed by that Employer. If an IOB is qualified and timely submits a responsive bid, that IOB shall receive the preference set forth in Section 5.06.B.

- B. Any responsive and qualified Indian Owned Business that timely bids on a project and is not the lowest responsive and qualified bid will be awarded the contract if their bid is within the applicable percentages of the lowest non-Indian bidder. In the event of multiple responsive and qualified Indian Owned Business bids, the lowest and most qualified will be awarded the contract. Applicable percentages are as follows:

<u>Contract Price</u>	<u>Added Bidding Value</u>
Less than \$100,000	10% of the lowest bid or a maximum of \$9,000
At least \$100,000 but less than \$250,000	8% of the lowest bid or a maximum of \$20,000
At least \$250,000 but less than \$500,000	6% of the lowest bid or a maximum of \$30,000
At least \$500,000 but less than \$1 million	5% of the lowest bid or a maximum of \$45,000
At least \$1 million but less than \$5 million	3% of the lowest bid or a maximum of \$150,000
At least \$5 million but less than \$10 million	2% of the lowest bid or a maximum of \$200,000
\$10 million or more	1% of the lowest bid, with no dollar limit

- C. The Indian Owned Businesses preference does not prevent an Employer from rejecting a sole responsive bidder or rejecting all bids.
- D. Employers are responsible for enforcing the solicitation process.

SECTION 5.07. APPEALS

Businesses denied certification, recertification, solicitation preference or who are decertified may appeal within ten business days of denial per the Appeal process in Chapter 9.

CHAPTER 6. EMPLOYER REQUIREMENTS

SECTION 6.01. SCOPE

All Employers performing work on TERO jurisdiction lands, at a minimum, shall:

- A. Give preference to Indians in hiring, promotion, training and all other aspects of employment.
- B. Comply with the terms of this Code and its implementing regulations.
- C. Ensure a safe working environment as defined by applicable law and industry standards.
- D. Comply with all Compliance Agreements executed under this Code.

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SECTION 6.02. COMPLIANCE AGREEMENT

- A. Each Employer shall be required to coordinate with the TERO Program to negotiate and execute a Compliance Agreement which sets forth:
1. **Hiring Goals.** The minimum number of Indians that shall be hired for any particular project while the Employer is located or engaged in work on TERO jurisdiction lands. This includes numerical goals and timetables for each craft, skill area, job classification, etc., as a percentage of total hours worked on the project, used by the Employer including, but not limited to: general labor, skilled, administrative, supervisory, and professional categories;
 2. **Wage Rates.** Applicable wage scale provisions, prevailing wage standards and salary compensation terms that may be applicable to a project or contract under applicable federal or state law, or tribal law, if a Tribal minimum or prevailing wage has been promulgated as provided in Section 2.03 of this Code;
 3. **Reporting Requirements.** Periodic reporting requirements to the TERO Program on the number of Indians employed; a record of persons hired, fired or promoted during the reporting period; and a statement regarding compliance with the hiring goals set forth in the Compliance Agreement;
 4. **Compliance Tax Rate.** See Section 6.03 for additional information; and
 5. **Business Directory.** All Employers are required to work with TERO and the Indian Owned Business Directory to solicit Indian Owned Businesses on projects within TERO jurisdiction lands. Due diligence to provide economic opportunities must be a goal of each project.
 6. **Indian sub-contracting hiring goals.**
 7. **On-the-job training hours, if applicable.**
- B. The numerical goals set forth in the Compliance Agreement shall be based upon the available and qualified Indian work force, contractor availability and projected employment opportunities on TERO jurisdiction lands.
- C. Compliance Agreements shall be reviewed periodically and revised as necessary to reflect changes in the number of Indians available or changes in Employer hiring needs.
- D. No Employer shall commence work or site mobilization until a Compliance Agreement has been negotiated and executed.
- E. Employers must make every reasonable effort to achieve the hiring goals outlined in the Compliance Agreement.
- F. Any violation of an executed Compliance Agreement shall be subject to citation and penalty per Chapters 7 and 8 of this Code.
- G. Employers shall inform the TERO Program before any TERO worker is terminated to allow for counseling, when possible.
- H. When a TERO worker is terminated or unable to continue working, the Employer shall immediately notify the TERO office which may provide a substitute referral within three business days or notify the Employer that it has no referrals for the position, after which time the Employer will be authorized to hire a permanent replacement. The Employer may submit a written request and justification for a shorter rehire period.

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SECTION 6.03. COMPLIANCE TAXES

The Program Manager shall assess and collect a compliance tax after a review of the entire eligible project costs.

A. The tax rates for projects costs are as follows:

\$0 – \$24,999	n/a
\$25,000 – \$99,999	4%
\$100,000 – \$999,999	3%
\$1,000,000 – \$9,999,999	2%
\$10,000,000 +	1%

B. The maximum tax amount shall be capped at \$500,000.

C. Compliance taxes must be paid by the Employer prior to commencing work on TERO jurisdiction lands.

D. The Program Manager has the authority to negotiate alternative compliance taxes for projects that partially overlap TERO jurisdiction lands per a memorandum of understanding. All MOU's are subject to Board approval.

E. Compliance taxes shall be used by the TERO Program per the TERO Tax Guidelines.

SECTION 6.04. EMPLOYER AS GENERAL CONTRACTOR

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

SECTION 6.05. JOB QUALIFICATIONS AND PERSONNEL REQUIREMENTS

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

SECTION 6.06. INSPECTIONS

A. The Program Manager and any authorized TERO staff shall have the authority to make on-site inspections during regular working hours in order to monitor compliance with this Code and the applicable Compliance Agreement by an Employer.

B. The Program Manager and any authorized TERO staff shall have the right to inspect and copy all relevant records of an Employer, of any signatory union or subcontractor of an Employer, and shall have the right to speak to workers and to conduct an investigation on the job site.

C. All information collected by the Program Manager and/or TERO staff during inspection shall be kept confidential unless disclosure is necessary or ordered as part of any federal or tribal judicial or administrative proceeding.

CHAPTER 7. VIOLATION PROCEDURES

SECTION 7.01. INVESTIGATION BY THE PROGRAM MANAGER

Whenever a violation of this Code or a Compliance Agreement has been alleged and is brought to the attention of the Program Manager, the Program Manager shall ensure a prompt and

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thorough investigation of the alleged violation. The Program Manager shall seek to achieve an informal settlement of the alleged violation, with a written report of findings provided to the Commission.

SECTION 7.02. ISSUANCE OF CITATION

- A. If the Program Manager determines that a violation of the Code or a Compliance Agreement occurred, and an informal settlement cannot be achieved, the Program Manager shall issue a warning to the Employer. This warning shall specify the nature of the violation and direct that the violation be corrected within three business days or sooner where warranted.
- B. If the violation is not corrected within the time specified, the Program Manager shall issue a citation to the Employer which shall:
 - 1. Be in writing and in the name of the Confederated Tribes;
 - 2. State the name of the violator;
 - 3. Bear the signature of the Program Manager or the authorized representative;
 - 4. State the name and section number of the Code provision or Compliance Agreement violated;
 - 5. State a brief summary of the facts constituting the violation; and
 - 6. State a time and place the Employer must appear to answer to the violation at a Program Manager review.

SECTION 7.03. PROGRAM MANAGER REVIEW

An Employer who receives a citation, or has revoked or is refused a Compliance Agreement, shall be entitled to a review with the Program Manager no later than ten business days after receipt of a citation or Compliance Agreement revocation or refusal.

- A. **Program Manager Review.** Program Manager review meeting procedures shall comply with the requirements of due process, but will not be bound by the formal rules of evidence. The evidence against the Employer will be shared by the Program Manager. The Employer shall be entitled to present evidence and to call witnesses to demonstrate that it has complied with the requirements of this Code or Compliance Agreement or that it made its best effort to do so, or did not operate an unsafe work environment as defined by applicable law and industry standards, and therefore should not be subject to sanctions, or revocation or refusal of a Compliance Agreement.
- B. **Program Manager Decision and Sanctions.** On the basis of evidence presented at the review, and the information collected by the Office, the Program Manager shall determine whether or not the Employer complied with this Code or Compliance Agreement. If the Program Manager determines that the Employer, by clear and convincing evidence, is out of compliance and has not made a best effort to comply, the Program Manager shall impose one or more of the sanctions provided for in this Code, as appropriate, and shall order the Employer to take such corrective action as is necessary to remedy any harm done to the Tribe or individual Indians caused by the non-compliance. If the Program Manager determines that an Employer has, by clear and convincing evidence, operated an unsafe work environment, he or she shall continue the revocation or refusal of a Compliance Agreement. The Program Manager shall send written notice to all parties within ten business days after the review meeting is completed.

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SECTION 7.04. EMERGENCY CITATION AND SANCTIONS

When the Program Manager determines that a violation has occurred that is of a critical nature requiring immediate action, the Program Manager may issue a citation without delay, stating sanctions to be placed on the offending Employer. The Employer shall have the right to appeal the citation and any imposition of emergency sanctions to the TERO Commission. The TERO Commission shall schedule a hearing on any appeal of a decision by the Program Manager granting emergency action pursuant to this subsection to be held within seven business days.

SECTION 7.05. INDIVIDUAL COMPLAINT PROCEDURE

- A. Any Indian employee who believes that an Employer has failed to comply with this Code or applicable Compliance Agreement, or who believes that he/she has been discriminated against in violation of tribal law because they are Indian, may file a complaint with the TERO Program. The complainant shall be responsible for providing the TERO Program with evidence of the discriminatory practices.
- B. Upon receipt of a complaint supported by sufficient evidence of discrimination against an Indian employee, the TERO Program Manager or designated staff shall conduct an investigation of the allegation(s), which shall include interviews of the project manager for the Employer and any person(s) allegedly responsible for the discriminatory conduct, and shall attempt to achieve an informal settlement of the matter. If voluntary conciliation cannot be achieved, the Program Manager shall hold a review on the matter, shall make a determination on the validity of the allegation, and shall order such relief as is necessary to make whole any Indian who is harmed by the Employer's non-compliance or discriminatory behavior. The decision shall be in writing and shall be sent to all parties within seven business days after the review meeting is completed.
- C. In conducting the review, the Program Manager shall have the same powers, and shall be bound by the same review requirements as provided in Sections 7.03 and 7.04 of this Chapter.

CHAPTER 8. PENALTIES

SECTION 8.01. PENALTIES FOR VIOLATION

An Employer who violates this Code or a Compliance Agreement shall be subject to penalties including, but not limited to:

- A. Denial of the right to commence or continue business on TERO jurisdiction lands;
- B. Suspension of operations on TERO jurisdiction lands;
- C. Payment of back pay and/or damages to compensate any injured party;
- D. An order to summarily remove employees hired in violation of this Code or a Compliance Agreement;
- E. Imposition of monetary civil penalties pursuant to applicable sections of this Code. Consideration will be given to the severity of the violation, whether any other penalty pursuant to this section was imposed and whether the person or entity that is subject to the fine has any prior history of violating this Code; or
- F. An order specifying requirements for employment, promotion, and training Indians injured by the violation.

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SECTION 8.02. MONETARY FINES

The maximum monetary penalty that may be imposed for a violation is one thousand dollars (\$1,000) per violation per day. For purposes of the imposition of penalties determined by the Court or sanction by the Program Manager, each day during which a violation exists shall constitute a separate violation.

SECTION 8.03. ENFORCEMENT

- A. The Program Manager shall be entitled to pursue the enforcement of any order of the TERO Commission or the Umatilla Tribal Court when necessary to ensure compliance with the terms and conditions of the order.
- B. Any cost associated with the enforcement of such order issued pursuant to this Code shall be assessed against the Employer who is out of compliance. These may include, but not be limited to: document reproduction costs, filing fees, attorney fees and costs incurred by the Tribe or the Office related to securing enforcement of the order.
- C. Employers who do not comply with the provisions of this Code, and leave TERO jurisdiction lands before enforcement penalties are imposed and collected or an enforcement order is issued by the TERO Commission or the Umatilla Tribal Court, shall be denied the privilege of contracting or doing further business on TERO jurisdiction lands.

CHAPTER 9. APPEALS AND HEARINGS

SECTION 9.01. APPEALS AND DECISIONS THAT CAN BE APPEALED

The following may be appealed:

- A. Appeal of decision on citation issued to Employer by Program Manager;
- B. Appeal of Program Manager's written decision on an individual's complaint under Section 7.05;
- C. Appeal of Program Manager's written decision to grant emergency action against an Employer;
- D. Appeal of a Program Manager's written revocation or refusal of a Compliance Agreement; and
- E. Appeal of Program Manager's written decision regarding certification, recertification or decertification of Indian Owned Business status.
- F. Appeal of the use of Indian Preference for an Indian Owned Business in the solicitation process.

SECTION 9.02. CONTENT OF APPEAL

To initiate an appeal, the appealing employee or Employer shall file a written statement of appeal with the TERO Commission Chairperson, with a copy to the Program Manager, within seven business days of the receipt of the Program Manager's decision. The appeal shall describe the nature of the Program Manager's action or decision being appealed, a summary of the factual and legal basis for the appeal and the relief requested. Incomplete appeal statements will not be accepted.

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SECTION 9.03. SCHEDULING APPEAL HEARING

Upon receipt of an appeal that has been timely filed, the TERO Commission has three business days to issue a written notice to the appealing party and the Program Manager designating a schedule hearing date, time and place. The hearing shall occur within ten business days of the filing of the appeal. A hearing on an appeal of a grant of emergency action pursuant to Section 7.04 of this Code shall be scheduled within seven business days of the filing of the appeal.

SECTION 9.04. REQUEST TO RESCHEDULE APPEAL HEARING

The Program Manager or the appealing party may make written requests to reschedule appeal hearings. The TERO Commission shall promptly rule on such requests and immediately notify the parties of its decision. Reasonable requests to reschedule will be granted.

SECTION 9.05. APPEAL HEARING PARTICIPANTS

Appeal hearings are not open to the public. Only the party filing the appeal, TERO staff, legal advisors and each party's witnesses may attend the hearing. Both the appealing party and the Program Manager may be represented by counsel at the hearing.

SECTION 9.06. HEARING PROCEDURE

- A. All appeal hearings will be recorded.
- B. Each party shall be responsible for ensuring that their witnesses attend the hearing.
- C. Both parties will be afforded the opportunity to present opening statements with respect to what they intend to present to the TERO Commission. Following opening statements, first the appellant and then the Program Manager may present witnesses and evidence in support of their position on the issues being appealed.
- D. The TERO Commission Chairperson will preside over the hearing and will take whatever action is necessary to ensure an equitable and expeditious hearing. Parties will abide by the TERO Commission Chairperson's rulings. The TERO Commission Chairperson may limit the number of witnesses when testimony would be unduly repetitious, and exclude any person from the hearing for contemptuous or inappropriate misbehavior that obstructs the hearing. TERO Commission hearings are not subject to the Rules of Evidence.

SECTION 9.07. TERO COMMISSION DECISION

The TERO Commission shall use a clear and convincing evidence standard of review. The TERO Commission will render a decision within ten business days from the date of the hearing. The parties will be notified in writing of the TERO Commission's decision.

CHAPTER 10. TRIBAL COURT ENFORCEMENT AND JUDICIAL REVIEW

SECTION 10.01. JUDICIAL REVIEW OF TERO COMMISSION DECISIONS

- A. Filing for Judicial Review. Any party to an appeal to the TERO Commission pursuant to Section 9.01 of this Code who is dissatisfied with the TERO Commission's decision or if the TERO Commission fails to timely schedule, hold or decide an appeal may appeal to the Umatilla Tribal Court. Such appeal shall be in writing and shall be filed with the Tribal Court within thirty days of the date of the TERO Commission's decision and shall set forth the factual and legal issues on appeal and a brief statement of the factual and legal arguments supporting the appealing party's position. The appeal shall also state the relief requested from the Tribal Court. The appeal shall include a copy of the TERO Commission's final decision. Failure to timely file an appeal containing the required

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information constitutes a waiver of the right to do so and acceptance of the TERO Commission's decision. The party filing the appeal shall pay any court or filing fees imposed by the Tribal Court.

The TERO Commission shall be responsible for providing the hearing recording and exhibits to the Tribal Court once an appeal has been filed.

- B. Court Process. The Tribal Court shall promptly schedule a conference call between the parties to develop a briefing schedule and dates for oral argument or trial, if applicable. Oral arguments shall only be scheduled at the request of either part and if approved by the Tribal Court.
- C. Scope of the Appeal. Tribal Court appeals shall be limited to the factual record and legal arguments presented in the TERO Commission appeal hearing.
- D. Burden of Proof. The Petitioner shall carry the burden of proof that the TERO Commission decision was based on findings of fact that were not supported by the record or on legal conclusions that are in error.
- E. Standard of Review. The Tribal Court shall defer to the factual findings made by the TERO Commission provided that such findings are supported by clear and convincing evidence in the record developed by the TERO Commission. The Tribal Court shall conduct a de novo review of the application of applicable law by the TERO Commission.
- F. Decision of Tribal Court. The Tribal Court shall issue its decision in writing following the submission of briefs and oral argument, if oral argument is scheduled. The decision of the Tribal Court is final.
- G. Stay Pending Appeal. The TERO Commission's decision shall be stayed during the appeal unless the Tribal Court orders it remain in effect.

**SECTION 10.02. TRIBAL COURT ENFORCEMENT OF TERO COMMISSION AND
PROGRAM MANAGER DECISIONS**

- A. The Tribal Court shall have the authority to issue any order or take any action necessary to enforce any Program Manager or TERO Commission decision following an appeal to the TERO Commission, provided that such order or decision is final and has not been appealed as permitted by this Code. To request such a Tribal Court order, the Program Manager shall file a petition with the Tribal Court containing the following information: a copy of the decision sought to be enforced, a brief summary of the proceedings leading to the decision and a statement about the finality of that decision (i.e. the appeal deadline has lapsed), the identity of the person or entity subject to the decision and facts to show how the decision is not being complied with.
- B. The Program Manager shall ensure service to all named parties.
- C. Upon receipt of the petition, the Tribal Court shall schedule a hearing and subpoena all necessary parties. The hearing shall be held within ten business days from the date the petition is filed.
- D. The Program Manager shall have the burden of proving to the Tribal Court that either the Program Manager or TERO Commission decision has not been complied with. The parties to the hearing on the petition may produce oral testimony or written documentation to support their case.
- E. The Tribal Court shall render a decision on the petition filed by the Program Manager within fourteen business days and enter whatever order is necessary or appropriate. The decision of the Tribal Court shall be final and binding.

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SECTION 10.03. COURT RULES

The Court shall be responsible for establishing rules and procedures necessary to hear and adjudicate actions brought hereunder.

SECTION 10.04. REMEDIES

Ruling on matters arising under this Code, the Tribal Court shall have the authority to assess and collect civil penalties, to enjoin or mandate actions to enforce the provisions of this Code, and to provide any other relief the Tribal Court deems lawful and equitable; provided that nothing in this Code shall be construed as a waiver of the sovereign immunity of the Confederated Tribes. Accordingly, nothing in this Code shall be construed as any authority for a claim for money damages against the Tribe, the Office or Tribal officials and employees acting pursuant to their authority under this Code.

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APPENDIX A

TRIBAL EMPLOYMENT RIGHTS OFFICE CODE

LEGISLATIVE HISTORY AND EDITORIAL CHANGES

The Board of Trustees of the Confederated Tribes of the Umatilla Indian Reservation enacted the Tribal Employment Rights Office Ordinance in Resolution 78-53 (August 7, 1978).

The Board enacted a revised Tribal Employment Rights Office (TERO) Ordinance in Resolution 82-64 (September 20, 1982). The revised ordinance included a new, 14 page TERO Guidelines document. The revised Tribal Employment Rights Ordinance was amended three times, as follows: Resolution 84-21 (February 15, 1984), Resolution 88-07 (November 5, 1987), and Resolution 89-32 (April 5, 1989).

The Board enacted the second revised Tribal Employment Rights Office Ordinance in Resolution 90-51 (September 19, 1990). In enacting the second revised Tribal Employment Rights Office Ordinance, the Board explicitly repealed all prior resolutions concerning the TERO, with the sole exception of Resolution 89-17. As the second revised Tribal Employment Rights Office Ordinance did not contain the TERO Guidelines, these were repealed by Resolution 90-51.

The Board enacted the third revised Tribal Employment Rights Office Ordinance in Resolution 96-67 (July 31, 1996). It has not been amended.

In Resolution 83-78 (September 7, 1983), the Board approved an agreement between the Confederated Tribes and the Four Basic Trade Unions on compliance with the Tribal Employment Rights Ordinance and Guidelines. This agreement reportedly terminated at the end of five years and was not renewed.

In Resolution 89-17 (January 25, 1989), the Board approved a Memorandum of Understanding with the State of Oregon Department of Transportation that ensured compliance with the Tribal Employment Rights Ordinance whenever the Department of Transportation contracted to perform highway construction activities on the Umatilla Indian Reservation. In Resolution 94-13 (February 22, 1994), the Board approved a new Memorandum of Understanding with the State of Oregon Department of Transportation which superseded the 1989 Memorandum of Understanding. This Memorandum of Understanding ensures compliance with the Tribal Employment Rights Ordinance whenever the Department of Transportation contracts to perform highway construction activities on the Umatilla Indian Reservation or within 60 miles of the Reservation.

A fourth revision of this code has been proposed but has not yet been enacted by the Board of Trustees. If it is enacted, it will be included in the next edition of *Statutes of the Confederated Tribes of the Umatilla Indian Reservation*.

During preparation of this compilation, the following editorial changes were made to this code:

1. The name was changed from “Tribal Employment Rights Office Ordinance” to “Tribal Employment Rights Office Code;” and
2. The Code was put into the uniform code format used in the *Statutes of the Confederated Tribes of the Umatilla Indian Reservation*.

The Approval of Public Law 102-477 was adopted by the Board of Trustees through Resolution 08-063 on June 30, 2008.

On July 17, 2017, the Board of Trustees adopted the revised TERO Code via Resolution No 17-053. The amendments expand the types of work and costs subject TERO, expand TERO jurisdiction lands, transfer TERO fees into TERO taxes, institute new tax brackets, impose a preference system for

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contractor selection, outline the Indian Owned Business certification process, transfer appeal hearings to a Hearings Officer and create the TERO Committee as an advisory body.

SPECIAL PROVISION

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

July 1, 2024

PURPOSE

The purpose of this Special Provision is to outline the Indian Employment Preference requirements and procedures to be followed by The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), the Oregon Department of Transportation (ODOT), and all Contractors or subcontractors engaged in highway construction work that is under contract with ODOT on federal-aid highway projects that are located on and near the Umatilla Indian Reservation.

BACKGROUND

Section 140(d) of Title 23, U.S.C., was amended by Section 1026 of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) to include that, "States may implement a preference for employment of Indians on projects carried out under this title near Indian reservation."

AUTHORITY

ODOT acknowledges the inherent sovereign authority of the CTUIR to promulgate and enforce the Tribal Employment Rights Office Code ("TERO Code") within the boundaries of the Umatilla Indian Reservation and acknowledges Title 23, Section 140(d) of the USC.

The current TERO Code of the CTUIR and its compliance requirements and procedures are incorporated herein and made part of this Special Provision.

ODOT and CTUIR entered into a Memorandum of Understanding (MOU) to implement TERO Code provisions into ODOT contracts.

APPLICABILITY

Eligible projects for Indian employment preference consideration under this Special Provision are those projects which are on or near Indian Reservation Roads or on the Umatilla Reservation. Roads "near" the Umatilla Indian Reservation are defined by mileposts as shown on Exhibit A attached to the MOU.

ELIGIBLE EMPLOYEES

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

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

INDIAN EMPLOYMENT PREFERENCE GOAL

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

Classifications for Indian Employment Preference goal consideration are:

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

Classification shall be according to requirements for certified payrolls.

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

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

In setting the Indian Employment Preference goals, consideration has been given to the availability of skilled and unskilled Indian workers, the type of work to be performed, the Contractor's employment requirements, the need for new hires, and unemployment rates prevailing among non-Indians. Consideration has also been given to the employment goals for minorities and women established for the area by the U.S. Department of Labor's Office of Federal Contract Compliance Programs pursuant to Chapter 41, Code of Federal Regulations, Part 60-4.

The Indian Employment Preference goals may only be changed by ODOT after consultation with the CTUIR and the Contractor, and after consideration of the good faith efforts of the Contractor together with the ability of the CTUIR to refer workers in numbers and in time for the Contractor to meet the Indian Employment Preference goals and to perform the work.

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

FRINGE BENEFITS

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

PRECONSTRUCTION CONFERENCE

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

MANDATORY TERO WORKSHOP

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

COMPLIANCE

The State will follow normal contract compliance procedures to effect compliance. The State may elect to invite the CTUIR to assist their monitoring efforts in all or any part of its compliance process. The State will review the Contractor's employment practices and take appropriate enforcement actions when the goal is not reached after consideration of good faith efforts. See attached "ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES ON

FEDERAL AID CONTRACTS" or contact the Tribal Employment Rights Office for sanctions that may be imposed for failure to meet these goals.

COMPLIANCE FEE

The Contractor shall pay the compliance fee directly to the TERO before beginning work subject to this Special Provision. Use the Contract Amount to calculate the compliance fee. See Section 5 of the MOU for percentages.

C E R T I F I C A T E

The undersigned, Gary Burke and Roberta Wilson hereby certify that they are the Chairman and Secretary, respectively, of the Board of Trustees of the Confederated Tribes of the Umatilla Indian Reservation, and at a regular meeting of said Board of Trustees at the Board Chambers of the Nixyáawii Governance Center, Mission, Oregon, on this 17th day of June, 2024, a quorum of said Board was present and the following Resolution was regularly moved, seconded, and adopted by a vote of 6 for, 0 against, and 0 abstaining.

R E S O L U T I O N

- WHEREAS,** the Board of Trustees is the governing body of the Confederated Tribes of the Umatilla Indian Reservation (Confederated Tribes) by the authority of Article VI, Section 1 of the Constitution and Bylaws of the Confederated Tribes, adopted on November 4, 1949 and approved on December 7, 1949, as amended; **AND**
- WHEREAS,** pursuant to Article VI, Section 1(a) of the Constitution and Bylaws, the powers of the Board of Trustees include the authority “to represent the Tribes and to negotiate with Federal, State and local governments”; **AND**
- WHEREAS,** pursuant to Article VI, Section 1(b) of the Constitution and Bylaws, the powers of the Board of Trustees include the authority “to manage all affairs of the Confederated Tribes, including the administration of tribal lands, funds, timber and other resources, under appropriate contracts, leases, permits and loan or sale agreements”; **AND**
- WHEREAS,** the most recent Memorandum of Understanding (TERO ODOT MOU) concerning the Tribal Employment Rights Office (TERO) between the Confederated Tribes and the Oregon Department of Transportation (ODOT) was executed in 2018 and contained a 5 year expiration date; **AND**
- WHEREAS,** because the 2018 MOU contained substantial changes, including changing the MOU boundary from a 60-mile radius to the North East Area Commission on Transportation Boundary Map for North Eastern Oregon that prevented potential overlap issues with other tribal TERO programs; **AND**
- WHEREAS,** the only substantive changes staff recommends to the 2018 MOU are changes to the Compliance Agreement form, including the explicit requirement that Employers are to provide TERO referral hires fringe benefits in cash, an extension of the MOU period for another 5 years, as well as updates to the contact information, which ODOT has agreed to; **AND**

WHEREAS, the TERO ODOT MOU also allows for future changes to the Compliance Agreement form and applicable TERO Code version by mutual agreement at an annual meeting without requiring amendments to the TERO ODOT MOU itself;
AND


WHEREAS, the TERO Commission reviewed via poll the amended TERO ODOT MOU on June 14, 2024 and recommends signing the new TERO ODOT MOU; **AND**

WHEREAS, the Board of Trustees met at a work session on June 14, 2024 to review the proposed ODOT TERO MOU; **NOW, THEREFORE, BE IT**

RESOLVED, that the Chairman of the Board of Trustees is approved to sign the ODOT TERO MOU (attached as exhibit 1);

AND, that said Resolution has not been modified amended or repealed and is still in full force and effect.

DATED this 17th day of June 2024.


 Gary I. Burke, Chairman
 Board of Trustees

A T T E S T:

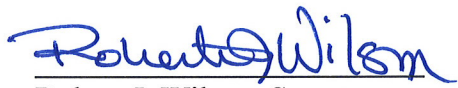

 Robert J. Wilson, Secretary
 Board of Trustees

Exhibit 1: TERO ODOT MOU with update Compliance Agreement attachment

NAME	YES	NO	ABSTAIN	LEAVE
Gary I. Burke, BOT Chairman				
Aaron Ashley, BOT Vice Chairman				Travel
Raymond Huesties, BOT Treasurer	X			
Robert J. Wilson, BOT Secretary	X			
Corinne Sams, BOT Member	X			
Steven Hart, BOT Member				Travel
Lisa Ganuelas, BOT Member	X			
Toby Partick, BOT Member	X			
Alan Crawford, General Council Chairman	X			

MEMORANDUM OF UNDERSTANDING BETWEEN
STATE OF OREGON DEPARTMENT OF TRANSPORTATION
And
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

THIS AGREEMENT, hereinafter “Agreement” or “MOU,” is made and entered into by and between the STATE OF OREGON, acting by and through the Oregon Department of Transportation (ODOT or State); and the Confederated Tribes of Umatilla Indian Reservation (CTUIR or Tribe), acting by and through its elected officials and the Tribal Employment Rights Office (TERO), hereinafter individually referred to as “Party” and collectively referred to as the “Parties.” The Agreement pertains to cooperation between the Parties to apply the Indian Employment Preference to Federal-Aid highway projects taking place on or near the Umatilla Indian Reservation.

RECITALS

Oregon Revised Statutes (ORS) 190.110 et seq. grants authority to state agencies to enter into agreements with an American Indian tribe or an agency of an American Indian tribe for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

CTUIR has the inherent sovereign authority to promulgate and enforce the Tribal Employment Rights Office (TERO) Code within the boundaries of the Umatilla Indian Reservation (“Reservation”).

The Surface Transportation Assistance Act (as reauthorized in 1987), the Intermodal Surface Transportation Efficiency Act of 1991, the Moving Ahead for Progress in the 21st Century Act of 2012, and the Fixing America’s Surface Transportation Act of 2015, permit Indian Preference employment goals on Federal-Aid highway projects located on or near Indian reservations. Section 140(d) of the United States Code, Title 23 provides, “States may implement a preference for employment of Indians on projects carried out under this title near Indian reservation.”

USDOT Notice 4720.7 states,

In off reservation situations, [Tribal Employment Rights Offices] can bill contractors at an agreed upon rate for services rendered, i.e., recruitment, employee referral and related supportive services. The proceeds are used by the tribes to develop and maintain skills banks, to fund job referral, counseling, liaison, and other services and activities related to the employment and training of Indians.

In the event there is a change in federal law, regulation or guidance applicable to this MOU, or that the Federal Highway Administration changes its interpretations of these laws and

regulations, such change will automatically apply to the MOU from the date of the adoption or publication.

ODOT recognizes that jobs in the private employment sector on and near the Reservation are an important resource for Indians residing on or near the reservation.

ODOT considers the availability of a pool of skilled and trained workers in heavy highway construction trades to be beneficial to Federal-Aid highway projects on or near the Reservation.

The purpose of this Agreement is to establish procedures to be followed by both Parties to aid in ensuring that:

- (1) when contractors are performing work on Federal-Aid highway projects under an ODOT contract on the Reservation, the contractors comply with the TERO Code.
- (2) when contractors are performing work on Federal-Aid highway projects near the Reservation, as defined by Exhibit A, the contractors comply with the MOU Compliance Agreement and TERO Code, as applicable.

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

This MOU amends and replaces a prior MOU between the parties which took effect on December 14, 2010.

NOW THEREFORE in consideration of the mutual understandings and agreements herein set forth, CTUIR and ODOT enter into the following Agreement:

1. EFFECTIVE DATE AND DURATION.

Once the agreement has been fully executed, the term of this Agreement shall begin on January 1, 2019, and shall remain in effect for five (5) years, unless earlier terminated per Section 9.

2. DEFINITIONS.

- 2.1. Compliance Agreement** – The agreement between the Contractor and their subcontractors, and the TERO, setting forth among other things how the Contractor will meet the Indian Preference in Employment goals.
- 2.2. Contractor** – Firm who has been awarded a contract with ODOT for work occurring in whole or in part within the MOU Boundary.

- 2.3. **Federal-Aid highway project** – Projects that occur on Federal-Aid highway that are funded under USC Title 23. Federal-Aid highway projects may be eligible for Indian Preference in Employment if they are on or near the Reservation, per USDOT Notice 4207.7.
- 2.4. **Indian** – Any person enrolled in a federally recognized tribe.
- 2.5. **MOU Boundary** – The region of land identified on map attached as Exhibit A.
- 2.6. **MOU Compliance Agreement** – The agreement between the Contractor and their subcontractors and the TERO, setting forth how the Contractor will meet the Indian Preference in Employment goals for contracts on projects subject to the Indian Preference in Employment. The form for this agreement is attached as Exhibit B.
- 2.7. **ODOT MOU Project** – Federal-Aid highway project in whole or in part within MOU Boundary. ODOT requires contractors for these projects to sign the MOU Compliance Agreement and comply with the TERO Code as applicable.
- 2.8. **On-Reservation Project** – Federal-Aid highway project for work on the Reservation. ODOT requires contractors for these projects to comply with the TERO Code and sign the Compliance Agreement.
- 2.9. **TERO** – Tribal Employment Rights Office of the Confederated Tribes of the Umatilla Indian Reservation.
- 2.10. **TERO Code** – Tribal Employment Rights Office Code, Statutes of the Confederated Tribes of the Umatilla Indian Reservation, as amended through Resolution No. 17-053 (July 17, 2017) unless the parties mutually agree to apply a subsequent code at their annual spring meeting discussed in section 4.1.
- 2.11. **Tribal Hiring Hall** – Program established and maintained by TERO Program Manager to maintain a record of qualified, employable Indians to be used by Contractors and their subcontractors to fill vacancies.

3. ON-RESERVATION PROJECTS.

The State acknowledges the inherent sovereign authority of CTUIR to assess and collect the Compliance Fees set forth in the TERO Code, Section 6.03 (therein described as “Compliance Taxes”) for contracts within the Reservation. The compliance fee for On-Reservation contracts shall be consistent with the established fee as set by the CTUIR Board of Trustees within the TERO Code. The applicable fee is determined by the TERO Code in existence at the time the contract was bid and included in the ODOT bid documents.

ODOT agrees that a condition of award of contract for these On-Reservation Contracts is that Contractor and their subcontractors agree to be subject to the TERO Code and execute the Compliance Agreement. ODOT will include a copy of the TERO Code in existence at the time the contract was bid in the contract documents for such projects.

These projects will also be subject to the goal setting process outlined in Section 4. TERO will provide goals with sufficient time to be included in ODOT's bid documents.

4. PROJECT ADMINISTRATION.

4.1. Project Planning

ODOT and TERO will work together to identify projects eligible under this MOU to promote and support Indian employment. ODOT will share the State Transportation Improvement Program (STIP) with the TERO and identify those projects that are Federal-Aid highway projects that have work within the MOU Boundary. Parties agree that contractors and their subcontractors for ODOT MOU Projects will be subject to the MOU Compliance Agreement and TERO Code as applicable and that On-Reservation Projects will be subject to direct application of the TERO Code and inherent tribal authority.

ODOT and TERO will meet annually each spring to discuss project selection and specific project workforce training and needs. Discussion may include project schedule, bid documents (applicable deadlines, Compliance Agreement form, and TERO Code version), scope, and duration.

Parties may also discuss fee-supported training activities, goal setting process, reporting summaries, and challenges or successes in contractor compliance, such as participation and performance of contractors under respective compliance agreements.

4.2. Goal Setting

TERO shall analyze each On-Reservation Project and each project selected to become an ODOT MOU Project to establish an accomplishable hiring goal. The established goal shall be based on an assessment of workforce availability and worker skill needs for the project.

Eligible employees for goals include all Indians without regard to tribal affiliation or place of enrollment.

Hiring goals apply to job classifications related to heavy highway construction trades, including but not limited to carpenter, laborer, equipment operator, cement mason, truck driver, electrician, and ironworker.

4.3. MOU Compliance Agreement

TERO agrees to meet with each Contractor awarded a contract for an ODOT Project to develop a numerical hiring goal for each eligible job craft which shall be used on the contract. TERO will formalize the hiring goals using the MOU Compliance Agreement form, attached as Exhibit B.

The Parties agree that TERO will use the form substantially the same as the one set forth in Exhibit B for each MOU Compliance Agreement with a Contractor. Parties may mutually decide to revise the MOU Compliance agreement at the annual meeting without formal amendment to this MOU.

ODOT agrees that a condition to award of the contract for the ODOT Project will be that the contractor executes a MOU Compliance Agreement.

4.4. Mandatory MOU Workshop

TERO agrees to conduct mandatory pre-bid quarterly TERO/MOU workshops, and shall issue certificates of completion to those Contractors who sign in, attend, participate, and pay the applicable fee. ODOT agrees to make a good faith effort to participate in such workshops. TERO agrees that the certificate may be valid for three (3) years from the date of the workshop.

ODOT will require Contractors to obtain a valid certificate of completion issued by TERO in order to be eligible to bid for contract on an ODOT Project.

4.5. Pre-Construction Conference

Pre-construction conferences for contractors of ODOT MOU Projects and On-Reservation Projects shall be held at a mutually agreeable location. At the pre-construction conference TERO and ODOT shall be available to provide a detailed explanation of, and answer questions about, the provisions of the TERO Code, if applicable, and Indian Preference goals. The pre-construction conference shall be the forum for finalizing all compliance agreements and requirements between TERO and the Contractor and Subcontractor(s) and answering any questions on Indian Preference and applicable special contract provisions.

4.6 Specialty and Service Provider Contractor Exclusion

All specialty and service provider contractors who are not required by ODOT to have a full subcontract will be exempt from entering into a compliance agreement with TERO, provided ODOT and TERO mutually agree that a given contractor qualifies as a “specialty service provider” prior to such exclusion applying.

5. MOU COMPLIANCE FEE.

5.1. Compliance Fee Calculation

Parties agree that TERO may assess a Compliance Fee on ODOT Projects. When an ODOT MOU Project has a hiring goal greater than 0%, the compliance fee is the percentage of the total cost of the project, as set forth below:

Contract Value	Fee % allowed
First \$500,000	1.00%
Next \$500,000	0.75%
Next \$1,000,000	0.50%
Remaining contract value (above \$2,000,000)	0.25%

When a Federal-Aid highway project is solely an On-Reservation Project, the most recent TERO Code fee structure in effect at the time of bidding applies.

When a Federal-Aid highway project results in both an ODOT MOU Project and On-Reservation Program, the portion of work on the Reservation is subject to the fee percentage established in the TERO Code and the portion of the work that is within the MOU Boundary is subject to the MOU Compliance Fee.

When a Federal-Aid highway project results in a contract that occurs both within the MOU Boundary and outside the MOU Boundary, only the portion of work within the MOU Boundary is subject to the MOU Compliance Fee. For these contracts, the applicable TERO hiring goal shall apply to the entire contract. However, applicable TERO Code jurisdiction set forth in the MOU Compliance Agreement is limited to the project areas within the MOU Boundary.

When the ODOT MOU Project has a hiring goal of 0%, the compliance fee of \$1,000 per project will be assessed to cover TERO administrative costs of the project.

5.2. Reporting

Parties agree that the Compliance Fees paid under this Agreement are to be used by the TERO to develop and maintain a TERO Program including a Tribal Hiring Hall, to fund job referral, conduct screening, career counseling, liaison representation, training, and apprenticeship.

TERO will provide a Tribal Hiring Hall referral report (Referral Report) on a monthly basis to ODOT Office of Civil Rights. Each Referral Report will provide the following data:

- month and year of report submitted,
- names of TERO employee referrals,
- dates referred,
- contractors referred to,
- trades,
- last four digits of employees' social security number,
- notation if registered apprentice, and
- active or terminated dates.

TERO will provide to ODOT quarterly reports summarizing Compliance Fee-supported activities (Quarterly Fee Report) within thirty (30) days after the completion of each quarter of CTUIR's fiscal year. Reports will provide the following data:

- total compliance fees collected,
- number of Tribal Hiring Hall referrals,
- trade breakout of referrals,
- gender breakout of referrals,

- support activities such as screening, orientations, counseling, trainings, and
- other activities supported with Compliance Fees collected under this Agreement.

The parties agree to consult within thirty (30) days of any failure to deliver the Quarterly Fee Report in a timely manner.

ODOT, through its Office of Civil Rights, shall provide TERO with, at a minimum, a copy of the “TERO Project Employment for Umatilla” report, or its future equivalent, on a monthly basis.

6. NOTICES; ADMINISTRATORS.

6.1. Notice. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or CTUIR at the address, number or email address set forth in this Agreement. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective, any notice transmitted by facsimile must be confirmed by telephone notice to the other party’s Administrator in Section 6.3. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system.

6.2. Service. All notices required or authorized to be served on either Party shall be served by first class mail to Party’s Administrator in Section 6.3.

6.3. Administrators for this Agreement are:

ODOT	CTUIR
ODOT IGA # _____	CTUIR # _____
Administrator: Angela Crain Title: Manager, Office of Civil Rights Address: 3930 Fairview Industrial Dr., SE M-S 32 Salem, OR 97302 Phone: 503-986-4353 Email: angela.m.crain@odot.state.or.us	Administrator: John Barkley Title: TERO Program Manager Address: 46411 Timine Way Pendleton, OR 97801 Phone: 541-429-7489 Email: johnbarkley@ctuir.org

Parties may make changes to the specified Administrators in this section, and such changes shall constitute contract administration for purposes of this Agreement. Such change shall be provided to the other party in writing, which shall be effective without the necessity of a formal amendment to this Agreement.

7. CHOICE OF LAWS.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In no event shall anything be construed as a waiver by either party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

8. AMENDMENTS.

This Agreement may be amended by mutual agreement of both parties, but only to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall be effective unless it is in writing signed by the Parties and all approvals required by applicable law have been obtained.

In the event CTUIR amends its TERO Code before the expiration of this agreement, the parties agree to confer regarding relevant changes to this Agreement. The applicable TERO Code to a given contract may change based on annual spring consultations and mutual agreement, confirmed in writing, without the need for formal amendment to this MOU. Parties may agree to amend the MOU Compliance Agreement, attached at Exhibit B, without formal amendment.

9. TERMINATION.

9.1. This agreement shall remain in effect for five years, unless one of the following events occurs:

9.1.1. This Agreement is terminated by written agreement of both parties.

9.1.2. Either party serves the other with notice of termination at least 30 days prior to proposed termination.

9.1.3. If federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited from paying for such work from the planned funding source.

9.2. In the event the parties terminate this Agreement and there is on-going work on a project within the MOU Boundary, the parties agree that ODOT may enter the project site and finish work by whatever method ODOT deems expedient.

9.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

10. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

10.1. The CTUIR represents and warrants to ODOT that the CTUIR has the power and authority to enter into and perform this Agreement and the person executing this Agreement on behalf of the CTUIR has the necessary authority to execute this Agreement for and on behalf of the CTUIR.

10.2. ODOT represents and warrants that ODOT has the power and authority to enter into and perform this Agreement.

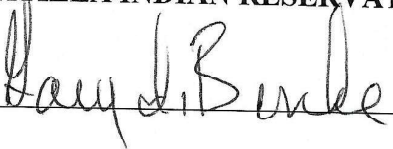
11. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart

12. NONAPPROPRIATION.

Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

By 

Name: Gary I. Burke
Title: Board of Trustees Chair

Date 7-1-24

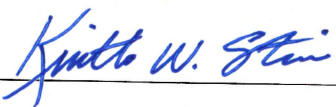
APPROVED AS TO LEGAL FORM

By 

Name: M. Brent Leonhard
Title: Attorney

Date 7/1/2024


**STATE OF OREGON, by and through
its DEPARTMENT OF TRANSPORTATION**

By 

Name: Kris Strickler
Title: Director

Date 7/22/2024

APPROVED AS TO LEGAL SUFFICIENCY

By 
Karen E. Clevering
Assistant Attorney General

Date July 1, 2024



Confederated Tribes of the Umatilla Indian Reservation
Tribal Employment Rights Office – TERO
46411 Ti'mine Way | Pendleton, OR 97801
Office (541) 429-7193 | Fax (541) 429-7190 | email: terostaff@ctuir.org

ODOT MOU COMPLIANCE AGREEMENT

A. Contractor Information

Check all that apply: Prime/General Subcontractor Union

Contractor Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

Contact Person: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

Scope of work: _____

Performance Period: **Approximate Start Date:** _____ **End Date:** _____

B. Project Information

Contract Number: _____

Project Name: _____

Location: _____

Duration of the entire project: **Start Date:** _____ **End Date:** _____
(Prime Contractor Only)

C. TERO Fee (Prime Contractor Only)

1. The TERO Fee amount shall be calculated as described in the most recent version of the MOU.

D. TERO Workforce

1. The contractor agrees to utilize the TERO Hiring Hall to fulfill its hiring goals per this Agreement. The hiring goal includes numerical goals and timetables for each craft, skill area, job classification, etc., as a percentage of total hours worked on the project, used by the Employer.
2. When a TERO worker is terminated or unable to continue working, the Employer shall immediately notify the TERO office which may provide a substitute referral within three business days or notify the Employer that it has no referrals for the position, after which time the Employer will be authorized to hire a permanent replacement. The Employer may submit a written request and justification for a shorter rehire period.
3. In all layoffs and reductions in force, no Indian worker shall be terminated if a non-Indian worker in the same job classification is still employed. The non-Indian shall be terminated first if the Indian possesses threshold qualifications for the job classification. If an Employer lays off workers by crews, all qualified Indian workers shall be transferred to crews to be retained so long as non-Indians in the same job classification are employed elsewhere on the job site, except for non-Indians hired as Core Crew pursuant to negotiated Compliance Agreements.
4. Preference will be given to TERO referrals for any training opportunities on this project.
5. Contractors who are in violation of the TERO Code or this compliance agreement may be subject to citations and/or penalties per the TERO Code. Possible sanctions include:
 - a. Immediate replacement with a TERO referral.
 - b. Back pay to TERO referral and/or reinstatement.
 - c. The maximum daily monetary penalty listed in the TERO Code is incorporated by the Contractor's ODOT contract.
6. Any form of harassment or discrimination directed towards TERO referrals by Contractor employees on the project will not be tolerated.
7. Core Crew requests must be submitted to the TERO staff in writing, showing that each Core Crew member meets these criteria before the start of any project work. Approval of Core Crew members does not exempt any Employer from TERO hiring goals or other compliance agreement terms.
 - a. Indian Crew members may count toward the hiring goal.
 - b. Indian Crew members must be registered with the TERO Program.
 - c. Indian Crew members must be identified prior to signing the Compliance Agreement.
8. Wages will be paid according to applicable laws.
9. All fringe benefits for Native American workers referred by the Tribal Employment Rights Office of the CTUIR shall be paid in cash. Native American workers who are Union members will have the option of fringe benefits in cash or paid into a bona fide plan or program. However, this does not change any agreements between Native American Union members and their respective Unions.

10. Certified weekly payroll reports must be submitted to the TERO program by Wednesday the following week.

E. Hiring Goals

1. Employment goals for each project will be set in by the TERO program and the Contractor representatives. The Contractor will meet the prescribed number of TERO referrals according to the hiring goal established in Attachment I – Hiring Goal of the Compliance Agreement. If no qualified TERO referrals are available, TERO will provide a consent form to waive this obligation.
 - a. For projects subject to the CTUIR/ODOT MOU, the employment goal shall be consistent with the annual CTUIR/ODOT assessment for the project.
2. The Contractor will provide TERO with an accurate listing of all positions in Section I on Attachment I that will be used on this project (that includes core crew members) and the number of employees required for each craft. These positions will be negotiated for, as well as any Core Crew requests.
3. Prime Contractors will be responsible for an overall hiring goal for a project, which is established in the ODOT Contract documents. The overall hiring goal will be established in section II of Attachment I – Hiring Goals. The overall goal is based on the total hours worked by all contractors involved on the project.
4. Employers with collective bargaining agreements with a union are responsible for informing such unions of this Code, its rules and regulations, applicable Memorandums of Understanding, and their Compliance Agreement. Unions will give absolute preference to Indians in job referrals regardless of which referral list they are on. Temporary work permits will be granted to Indians who do not wish to join a union.
5. A TERO Worker Request form, Attachment III, will be used by the contractor when requesting workers.
6. The Contractor must make every effort to place a job order with the TERO program at least 48 hours (two business days) prior to needing a TERO referral.
 - a. TERO referrals must be requested from TERO in a timely manner to satisfy the Contractor's new hire process.

F. Contractor Obligations

1. The Contractor agrees to comply with the TERO Code.
2. The prime contractor is responsible for ensuring each of their subcontractors complies with the provisions of the TERO Code and the Compliance Agreement.
3. Allow on-site inspections by TERO representatives.

G. Point of Contact

1. The points of contact for the TERO Program are as follows:

Management: John Barkley, TERO Program Manager	Office: 541-429-7489 Email: johnbarkley@ctuir.org
Compliance/Enforcement: Randy Minthorn, TERO Compliance Officer	Office: 541-429-7491 Email: randallminthorn@ctuir.org
Referral/Compliance Agreements: Randy Robinson, TERO Dispatch Officer	Office: 541-429-7490 Email: randyrobinson@ctuir.org
Natasha Watchman: TERO Office Assistant	Office: 541-429-7506 Email: terostaff@ctuir.org
TERO All Staff:	Main Line: 541-429-7193 Email: terostaff@ctuir.org

2. The contractor must submit a list of relevant staff with the completed Compliance Agreement. Relevant staff include, but are not limited to, the main office receptionist and on-site manager/supervisor.

H. Attachments

Attachments I, II, and III are incorporated as part of this Agreement. Any additional attachments must include the signature of authorized representatives of both parties to be incorporated in this Agreement.

I. Applicable TERO Code Chapters

Chapters 4, 6, 7, 8, 9, and 10 of the TERO Code version incorporated into the Contractor's ODOT Contract shall apply to Contractor with regard to the ODOT project. Notwithstanding this, the Indian preferences in hiring and hiring goals shall be those set out in this agreement, the TERO Tax/Fee is set out in the ODOT TERO MOU, and any penalty resulting in suspension of business or work occurring under the ODOT project outside of the Umatilla Indian Reservation will only be imposed after coordination and approval from ODOT.

TERO COMPLIANCE AGREEMENT Attachment I – Hiring Goals

Section I – Contractor Positions

Project: _____

Contractor: _____

Position	Start Date	# of each	# of TERO	%	Wage Rate
TOTALS					

TERO reserves the right to negotiate for any positions listed above in order to meet the prescribed hiring goals. This attachment supplements the TERO Compliance Agreement in which the Contractor agrees to meet their obligation pursuant to the CTUIR TERO Code.

Section II – Overall Project Hiring Goal

The Prime contractor shall be responsible for ensuring that an overall hiring goal of _____%, for the life of the _____ project will be met.

Contractor Representative (Print)

Title

Contractor Representative (Signature)

Date

TERO Representative (Print)

Title

TERO Representative (Signature)

Date

ODOT MOU COMPLIANCE AGREEMENT
Attachment II – Fee/Fee Calculation
(Prime Contractor Only)

The TERO Compliance Fee for all applicable projects shall be assessed as a Compliance Tax/Fee per the Fee rate structure found in the most recent version of the ODOT/TERO MOU.

- A. **Project:** _____
- B. **Contractor:** _____
- C. **Effective Fee rate(s):** _____
- D. **TERO Fee amount or one-time administrative fee of \$1,000:** _____
- E. **Due Date:** *due before the date that work commences on the project* – _____

Contractor Representative (Print)

Title

Contractor Representative (Signature)

Date

TERO Representative (Print)

Title

TERO Representative (Signature)

Date

ODOT MOU COMPLIANCE AGREEMENT
Attachment III – Worker Request

A worker request form and company application will need to be submitted when the employer is requesting a worker. The contractor must give TERO Dispatch Officer two Business Day notice when requesting a worker.

Date: _____

Check one: Prime Contractor Sub-contractor

Project Name: _____ Project Location: _____

Representative requesting worker(s) (Name and Title): _____

Contact Number: _____ Email: _____

Job position requesting: _____ No. of positions needed: _____

Job location: _____ Rate of pay: _____

Starting date: _____ Starting time: _____

Name, Title, and Contact info of individual(s) that the TERO worker will need to contact when starting work: _____

Job Status: Full- Time Part Time

Job Duration: < 1 week 1-2 weeks 2 weeks – 1 month > 1 month

Schedule: M-F Weekends Other: _____

Driver's license required. Yes No CDL? Yes No If yes, type: A B C D

Alcohol/Drug test required? Yes No Physical Required? Yes No

Brief Job Description: _____

Skills/Training needed: _____

Tools required: _____

special Instructions: _____

INDIAN EMPLOYMENT GOALS AND COMPLIANCE FEE

Indian Employment Preference Goal

The assigned Indian Employment Preference goal for this Project is 15 %

Compliance Fee

As established in separate Memorandum of Understanding (MOU) with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) a project in which any work takes place within reservation boundary or within the TERO boundary is subject to a TERO compliance fee. The TERO boundary is described in Exhibit A to the MOU.

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

First \$500,000 of Contract Amount × 1.00%	=	_____
Next \$500,000 of Contract Amount × 0.75%	=	_____
Next \$1,000,000 (\$1 million to \$2 million) × 0.50%	=	_____
Remaining dollar amount up to the full Contract Amount × 0.25%	=	_____
Total COMPLIANCE FEE for this Project is:	=	_____

UNION PACIFIC RAILROAD COMPANY

Contractor Endorsement

The following Union Pacific Railroad Company Contractor Endorsement is included in this Project for information and reference only. The actual Contractor Endorsement will be provided by ODOT and executed by the Union Pacific Railroad Company.

The Contractor shall obtain all necessary permits and licenses and pay all fees and obtain a fully executed copy of the Railroad's Contractor Endorsement according to 00170.01(e). ODOT has submitted the initial Maintenance Consent Letter and paid the initial fee.

The Contractor shall review and comply with the following documents as applicable:

- *UPRR-BNSF Guidelines for Grade Separated Projects and Guidelines for Temporary Shoring* located at:
https://www.up.com/real_estate/roadxing/industry/grade_separation/index.htm
- *Union Pacific Railroad Public Projects Manual* located at:
https://www.up.com/cs/groups/public/@uprr/@corprel/documents/up_pdf_nativedocs/pdf_up_public_projects_manual.pdf
- *Union Pacific Railroad Engineering Standard Drawings* located at:
<https://www.up.com/emp/engineering/apps/archives/standards/public/index.cfm>
- *Union Pacific General Conditions and Specifications* located at:
https://www.up.com/emp/engineering/mapcontent/standards/UP_GENERAL_SPECIFICATIONS.pdf
- *Guide for Preparation of a Bridge Demolition and Removal Plan for Structures over Railroad* located at:
https://www.up.com/cs/groups/public/@uprr/@realestate/documents/up_pdf_nativedocs/pdf_up_reus_industry_demo.pdf
- *Guidelines for Contractor Material Delivery on Union Pacific Property* located at:
https://www.up.com/emp/engineering/mapcontent/standards/GUIDELINES_FOR_CONTRACTORS_ON_UPRR_PROPERTY.pdf
- *UPRR Safety Book/UPRR Contractor Minimum Safety Requirements* located at:
<https://www.up.com/suppliers/contractor-safety/index.htm>

When Railroad flagger services are required, the Contractor shall provide Railroad flagger services through a third party flagger according to 00223.35.

REMS Project:
Agency Project:
Consent End Date:

Contractor Endorsement

A. It is the intention of the OREGON DEPARTMENT OF TRANSPORTATION (Agency) to perform the scope of work at the location(s) identified in Exhibit A (Work) of this Contractor Endorsement (Endorsement). As a condition to entering upon UNION PACIFIC RAILROAD COMPANY (Railroad) property to perform the Work, contractor acknowledges and agrees to comply with the following conditions.

- Completion of Union Pacific Property Access Training (UP-PAT).
www.up.com/up-pat
- Compliance with Contractor Endorsement-General Terms and Provisions.
www.up.com/ce-terms
- Acknowledgement of Third-party Flagging Policy.
www.up.com/flagging
- Acknowledgement that insurance documentation will be provided to Railroad upon request.

B. Fiber optics and telecommunication facilities can be present on Railroad property. Prior to performing work with the potential to impact Railroad facilities, the Agency or its contractor shall follow the procedures outlined on the Railroad website link below.

Fiber Optics & Telecommunication (Call Before You Dig) - www.up.com/CBUD

C. Prior to performing the Work, contractor agrees to provide forty-five (45) days advance notice to the Railroad Representative identified below.

Lee Craig (817) 441-9560 – lcraig@olsson.com

D. This Endorsement must be executed and sent to the Railroad before the Consent End Date above. The terms of the Endorsement shall commence on the date of execution and continue for one (1) year or until such time as contractor has completed the Work. The Work may be terminated within 24 hours' notice by either party and work may proceed until the terms of this Endorsement have been met and, the executed Endorsement and the payment of the \$2,200 administrative fee is received by the Railroad.

Email a scanned copy of the executed Endorsement to upmaintenance@olsson.com.

The remainder of page intentionally left blank.

Docusign Envelope ID:

REMS Project:
Agency Project:
Consent End Date:

The administrative fee must be submitted by the Agency or the contractor using one of the payment methods indicated on the attached Bill. If paying by check, the Bill must be included with the check. For ACH or Wire transfers, include the Bill Number in the transmittal notes.

Company Name		
Contact Name		
Address		
City, ST Zip		
Phone	Email	
Contact Signature	Date	
Payment Method	<input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Wire Transfer	

SAMPLE

DocuSign Envelope ID:

REMS Project:
Agency Project:
Consent End Date:

Exhibit A to Contractor Endorsement Project Scope and Location(s)

Scope of Work

PROJECT WORK TO BE ADDED. Railroad Approved Third Party Flagging Contractor must be present during inspection.

Location

XXX Subdivision

DOT	Milepost	Street Name

SAMPLE

PROJECT WAGE RATES

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

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

- (1) U.S. Department of Labor (USDOL), "General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and
- (2) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts".

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

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

<https://www.oregon.gov/ODOT/Business/Pages/Project-Wages.aspx>

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

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SPECIAL PROVISIONS

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


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures & Paving
I-84: Rieth Interchange and Umatilla River Bridges Project
Old Oregon Trail Highway
Umatilla County

PROFESSIONAL OF RECORD CERTIFICATION:

 <p>RENEWS: 06-30-2026</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Structures. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00223, 00255, 00442, 00501, 00504, 00505, 00510, 00530, 00535, 00540, 00559, 00575, 00582, 00584, 00585, 00599, 00842, 02001, 02050, 02510, and 02690</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures & Paving
I-84: Rieth Interchange and Umatilla River Bridges Project
Old Oregon Trail Highway
Umatilla County

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>19,455 2026.04.06 Digitally Signed 05:16:04 -07'00' OREGON SEPT. 16, 1997 MARK J. KIGHTLINGER RENEWS: 6-30-2027</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Temporary Traffic Control and Roadway. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00220, 00221, 00222, 00223, 00224, 00225, 00226, 00230, 00280, 00305, 00310, 00320, 00330, 00331, 00334, 00350, 00370, 00415, 00440, 00445, 00460, 00470, 00610, 00620, 00641, 00705, 00730, 00738, 00745, 00746, 00755, 00758, 00810, 00811, 00830, 00856, 00857, 00866, 01030, 02415, 02510, and 02630</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures & Paving
I-84: Rieth Interchange and Umatilla River Bridges Project
Old Oregon Trail Highway
Umatilla County

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>RENEWS: 12-31-2027</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Pavement. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00331, 00350, 00610, 00620, 00641, 00705, 00730, 00745, 00755, and 00758</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures & Paving
I-84: Rieth Interchange and Umatilla River Bridges Project
Old Oregon Trail Highway
Umatilla County

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>EXPIRES: 06-01-2026</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Contaminated Media and Asbestos. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00294 and 00295</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

SPECIAL PROVISIONS

WORK TO BE DONE

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

1. Install Temporary Traffic Control.
2. Construct reinforced concrete pavement and pavement repairs.
3. Construct bridge repairs.
4. Construct Level 3 and Level 4, 1/2 Inch Lime Treated ACP
5. Construct Midwest Guardrail System and cable barrier.
6. Install Permanent Traffic Control.
7. Perform additional and Incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

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

CLASS OF PROJECT

This is a Federal-Aid Project.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

- AASHTOWare Project TM
www.oregon.gov/odot/Construction/Pages/AW-Construction.aspx
- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- BidExpress
www.bidx.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 Electronic Bidding Information Distribution System (eBids)
(Also referred to as ODOT eBids website)
<https://ecmnet.odot.state.or.us/ebidse>
- 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

I-84: Rieth Interchange and Umatilla River Bridges Project

- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight" (Form No. 734-2357)
<https://www.oregon.gov/odot/Forms/2ODOT/7342357.pdf>
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms
www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
- ODOT Procurement Office - Construction Contracts Unit Notice of Intent
www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx
- ODOT Procurement Office - Construction Contracts Unit prequalification forms
www.oregon.gov/odot/business/procurement/pages/bid_award.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx

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

EPD – Environmental Product Declaration

PCD - Pedestrian Channelizing Device

Delete the following paragraph:

DBE – Disadvantaged Business Enterprise

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

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.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

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

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

ODOTProcurementOfficeConstruction@odot.oregon.gov

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

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

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

00120.01 General Bidding Requirements - Replace the paragraph that begins “If the Bidder submits the Bid...” with the following paragraph:

If the Bidder submits the Bid electronically through BidExpress® as a joint venture, in addition to the joint venture signing with the digital signature and unique ID for the joint venture, the Bidder must also submit the signature pages from the Bid Booklet signed by each member of the joint venture, together with a statement the Bidder adds above or with the signatures as follows: “The following joint venture member signatures are for the Bid for the [Insert Project Name] Project submitted by the joint venture through BidExpress®. The signatures are on behalf of each joint venture member and the joint venture and also confirm that the signatory in BidExpress® was authorized to submit the Bid on behalf of the joint venture.” The Bidder must also email .pdf copies of the signature pages showing the signatures of the joint venture members with the required statement which must be received by BJ McCartney, Construction Contracts Manager, at the ODOT Procurement Office at: ODOTProcurementOfficeConstruction@odot.oregon.gov before the Closing date and time for the Bid. The signature pages with the original signatures must also be mailed or delivered to and received by BJ McCartney, Construction Contracts Manager, at the address given in the Bid Book as a condition of Award.

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

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

"Grading, Drainage, Structures & Paving
I-84: Rieth Interchange and Umatilla River Bridges Project
Old Oregon Trail Highway
Umatilla County
June 2026"

00120.10 Bid Booklet – Replace the bullet that begins “Appendix, which includes...” with the following bullet:

- Appendix, which includes required time-sensitive forms, sample forms, and other informational pages

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

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

Subsection	Title
00294.30	Personnel Qualifications
00535.30	Personnel Qualifications
00585.30	Personnel Qualifications
01030.30	Personnel Qualifications

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

00160.20(d) Build America Buy America Act Requirements

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

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

Replace both of the bullets that begin “Using the form provided on the Agency’s website...” with the following bullet:

- Using the fillable form provided on the Agency's website, identified in the Bid Booklet on the ODOT eBIDS website, filling the form out and submitting the completed form via email to the email address given in the paper Bid Booklet.

00120.70 Rejection of Nonresponsive Bids - Delete the bullet that begins “The Bidder has not complied with the DBE...”.

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

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

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

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

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

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

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

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

00150.30 Delivery of Notices - Replace the paragraph and bullets that begin "Following Notice to Proceed, all notices and other documents submitted..." with the following paragraph and bullets:

Following Notice to Proceed, all notices and other documents submitted to the Contractor by the Engineer, or to the Engineer by the Contractor, electronically under 00170.08 or 00170.09:

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

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

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

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Table 00150-1

Utility	Contact Person's Name, Address, Email, and Phone Number
Cascade Natural Gas	Bill Hamilton 300 SW 17th St. Pendleton, OR 97801 william.hamilton@cngc.com Cell: 541 215-0809
Pacific Power	Doug Triebelhorn P.O. Box 220 Pendleton, OR 97801 Douglas.Triebelhorn@PacifiCorp.com Work: 541 278-2957 Cell: 541 240-1480
City of Pendleton	Scott Roe 1501 Byers Ave Pendleton, OR 97801 Scott.Roe@ci.pendleton.or.us Work: 541 276-3078 Cell: 541 969-3148
Lumen	Tyson Froemke 2050 Valley Ave Baker City, OR 97814 Tyson.Froemke@lumen.com Cell: 503 416-1510

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project. Utilities may require an on-site observer, at no cost to the Contractor.

Cascade Natural Gas - Gas Utilities -

In the event of an emergency, and in addition to the calls required by the Utilities notification system, the Contractor shall call:

- Cascade Natural Gas Corporation 1-888-522-1130

Pacific Power - Power Suppliers -

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work.

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

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

Contract Name (Contractor's Name)	Estimated Times (From - To)
I-84 Eastbound: Rieth Road to OR11 Section Project Project Engineer – Josh McCullough 541-963-3177	April 2026 to Aug 31, 2026

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

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

SECTION 00160 - SOURCE OF MATERIALS

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

00160.01(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...”.

00160.05 Qualified Products List (QPL) – Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The QPL is available from ODOT's Construction Section website (see 00110.05(e)).

The most current version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. When the Contract specifies the use of the QPL, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a product qualified for inclusion in a later edition of the QPL, or other equivalent product that meets the requirements of the QPL, following the Standard Guidelines for Product Review, if the Agency finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

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

If \$500,000 or more of federal highway funds are involved on the Project, the Contractor shall limit the quantity of foreign Materials incorporated into the Work as follows. Section 635.410 of Title 23, Code of Federal Regulations, and the Intermodal Surface Transportation Efficiency Act require that all iron or steel manufacturing processes, including, without limitation, the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States, unless the cost of foreign-origin iron or steel Materials does not exceed one-tenth of one percent (0.1%) of the Contract Amount or \$2,500, whichever is greater. Buy America requirements apply to any steel or iron component of a manufactured product regardless of the overall composition of the manufactured product (e.g., Buy America applies to the steel wire mesh or steel reinforcing components of a precast reinforced concrete pipe). The Contractor shall not incorporate foreign-origin iron or steel Materials in excess of this amount into the Project. All foreign-origin iron or steel Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic iron or steel Materials at the Contractor's expense. For purposes of this Specification, the cost of foreign-origin iron or steel Materials shall be the value of the iron or steel products as of the date they are delivered to the Project Site.

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

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

The Contractor shall include this provision in all subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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>

Add the following subsection:

00160.65 Environmental Product Declaration – Pursuant to ORS 184.879 and OAR 731-005-0910, provide an Environmental Product Declaration for the following materials:

- Concrete, including ready mix concrete, shotcrete, precast concrete and concrete masonry units;
- Asphalt paving mixtures;
- Steel, including rebar, reinforcing steel and structural steel, hot-rolled sections, hollow sections, plate steel and cold-formed steel.

Submit an EPD according to the *ODOT Environmental Product Declaration Manual* (see 00110.05(e)).

The most current published PDF version of the *ODOT Environmental Product Declaration Manual* on the date of Advertisement is the version in effect for the Project.

The EPD must be accepted by the Engineer before the product is incorporated into the Project unless the product is procured under a listed exemption in ODOT's *Environmental Product Declaration Manual*.

SECTION 00165 - QUALITY OF MATERIALS

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

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

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

(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.

Add the following subsection:

00165.15 AASHTOWare™ – Field-tested Materials and Nonfield-tested Materials will be tracked within AASHTOWare Project™ for this Project. The acceptance criteria for Materials in AASHTOWare Project™ can be viewed at the <https://www.oregon.gov/odot/Business/Pages/AASHTOWare-Project.aspx> (see 00110.05(e)). The most current version of AASHTOWare™ on the date of Advertisement is the version in effect for the Project.

00165.20 Materials Specifications and Test Method References - Replace this subsection, except for the subsection number and title, with the following:

References to materials specifications and test methods of ODOT, WAQTC, AASHTO, ASTM, other governmental agencies, or other recognized organizations mean those officially adopted and in current use by the agency or organization on the date of Advertisement.

If there are conflicting references, or if no reference is made to materials specifications, sampling and testing frequencies, or test method, the Engineer will resolve any discrepancies between these documents in the following orders of precedence:

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Field-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- ODOT Laboratory Manual of Test Procedures;
- MFTP;
- Standard Specifications; and
- AASHTOWare™

Nonfield-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- ODOT Laboratory Manual of Test Procedures;
- Standard Specifications; and
- AASHTOWare™

Material test methods:

- ODOT;
- WAQTC;
- AASHTO;
- ASTM;
- Other recognized national organizations, such as ANSI, AWPA, IMSA, ISSA, and UL; and
- Industry standards in the location where the Work is being performed.

Sampling and testing frequencies:

- Contract Change Orders;
- Special Provisions;
- MFTP;
- Standard Specifications; and
- AASHTOWare™.

If the Contractor identifies conflicting references or if no reference is made, the Contractor shall immediately request a clarification from the Engineer.

00165.35(d) Certificate of Origin of Steel Materials - Replace this subsection with the following subsection:

00165.35(d) Certificate of Origin of Steel Materials, Construction Materials, and Manufactured Products - When a certificate of material origin is specified, complete the form furnished by the Engineer as required by 00160.20.

00165.35(e) Certificate of Origin of Construction Materials - Delete this subsection.

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

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following subsection:

00170.01(e) Railroads –

ODOT has submitted the initial agreement to the Railroad. The Contractor shall sign and send to the Railroad the agreement that is supplied to the Contractor by the Engineer. A sample copy of the agreement is included near the front of this Special Provision booklet. The Railroad agreement and requirements are subject to change by the Railroad. The Contractor shall obtain all necessary agreements (permits and licenses) and pay all additional fees. The Contractor shall obtain a fully executed copy of the agreement and requirements between the Contractor and the Railroad and provide a copy of it to the Engineer before beginning Work near or within the Railroad property or Right-of-Way.

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The USDOT Number for this Project is 427739T WB, 809099C EB.

Railroad company owning the track: UPRR.

Operating Railroad company at track: UPRR.

Railroad MP: 212.99 WB, 212.97 EB.

Railroad Subdivision: La Grande Subdivision.

City: Near Pendleton.

County: Umatilla.

The Union Pacific Railroad Folder Number is available from the Engineer.

The Railroad requires a third-party flagging vendor when Work occurs near or within Railroad property. When Railroad flagger services are required, the Contractor shall provide flagger services from a third-party flagging vendor from Union Pacific's approved third-party list according to 00223.35.

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.

00170.08 Electronic Document Management - Replace this subsection with the following subsection:

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

For additional Specifications applicable to AASHTOWare Project™ see 00170.09.

Following Notice to Proceed, the Contractor shall submit all data and documents for this Contract to the Agency in an electronic format using Doc Express®, or using AASHTOWare Project™ for data and documents as specified in 00170.09. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting data and documents to the Agency using Doc Express® or AASHTOWare Project™, as applicable, for the Contractor and for Subcontractors, Suppliers, vendors and other third parties. Only data and documents submitted by the Contractor to the Agency and recorded in Doc Express® or AASHTOWare Project™, as applicable, as received will be considered valid and received by the Agency.

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

If authorized to do so, Subcontractors, Suppliers, vendors and other third parties may enter data and documents into AASHTOWare Project™, but such data and documents shall not be considered submitted to Agency until the Contractor reviews the data or document and completes the workflow transition to submit the data or document to the Agency within AASHTOWare. Required workflow transitions are defined in the ODOT AASHTOWare Project™ User Guide for Construction Contractors for specific data and documents that are required to be submitted to the Agency. Completion of required workflow transitions by the Contractor will constitute submittal to the Agency. See 00170.09.

Subcontractors, Suppliers, vendors and other third parties shall not be authorized to and shall not enter data or documents into Doc Express®.

The Contractor shall comply with naming conventions, drawer structure, and other Doc Express® instructions as specified in the ODOT Doc Express® User Guide for Construction Contractors, as may be revised from time to time and available from the Engineer. Instructions for entry and submittal of data and documents using AASHTOWare Project™ are specified in 00170.09.

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The Contractor shall provide all Subcontractors, Suppliers, vendors, and any other third parties receiving payment from the Contractor or any Subcontractor, Supplier, vendor, or any other third party, with read-only access to the Doc Express® drawer that contains payment documents from the Agency and the Contractor. The Contractor may provide Subcontractors, Suppliers, vendors, and any other third parties receiving payment from the Contractor or any Subcontractor, Supplier, vendor or other third party with read-only access to other Doc Express® drawers at the Contractor's discretion. The Contractor shall not grant write access in Doc Express® to Subcontractors, Suppliers, vendors or any other third parties or their respective officers, employees or agents. Additional access requirements and limitations for AASHTOWare Project™ are specified in 00170.09.

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

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

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for, as applicable, 00170.09 and 00199.30.

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

Failure to submit data and documents electronically, as required by 00170.08 and 00170.09, may result in payments being withheld according to 00195.50.

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

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

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

In no event shall the State of Oregon, the Oregon Transportation Commission or the Agency or their respective members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of Doc Express® or AASHTOWare Project™ by the Contractor or Subcontractors, Suppliers, vendors or other third parties at any level or their respective officers, employees or agents.

The Contractor’s indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and 00170.09 and to the use of Doc Express® and AASHTOWare Project™ and the acts, errors and omissions of the Contractor, Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents respecting access to and use of Doc Express® and AASHTOWare Project™.

The terms, conditions and requirements of 00170.08, 00170.09, and 00150.30 shall be included in all contracts with all Subcontractors, Suppliers, vendors and other third parties at all levels for which access to Doc Express® or AASHTOWare Project™ will or may be required.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with, and shall require all Subcontractors, Suppliers, vendors and other third parties to comply with and to require their officers, employees and agents using or accessing Doc Express® or AASHTOWare Project™, or both, as applicable, to comply with 00170.08, 00170.09, and the following User Terms and Conditions, all as may be revised from time to time:

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

- The terms, conditions and requirements of 00170.08;
- The terms, conditions and requirements of 00170.09;
- The Info Tech, Inc. Doc Express® Privacy Policy and Terms of Use and the Digital Millennium Copyright Act (DMCA) Policy, accessible from the Doc Express® registration site;

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- The AASHTOWare Project™ Privacy Policy and Terms of Use and the Digital Millennium Copyright Act (DMCA) Policy, accessible from the AASHTOWare Project™ registration site;
- The ODOT Doc Express® User Guide for Construction Contractors available from the Engineer;
- The AASHTOWare Project™ Directory available from the Engineer;
- The ODOT AASHTOWare Project™ User Guide for Construction Contractors available from the Engineer; and
- The following Additional User Terms and Conditions:

My use of and access to Doc Express® or AASHTOWare Project™, or both, as applicable, are conditioned on my agreement to and my compliance with the foregoing and these Additional User Terms and Conditions.

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

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

If my authorized use of and access to Doc Express® or AASHTOWare Project™ includes entering data and documents (or “read-write” access) into Doc Express® or AASHTOWare Project™, I will not enter any data or documents into Doc Express® or AASHTOWare Project™ except those I am authorized to enter (or in the case of the Contractor, to enter or submit, or both) and are necessary to perform my duties.

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

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

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

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

I understand that my use of and access to Doc Express® or AASHTOWare Project™, or both, as applicable, are conditioned on my relationship to my employer and my employer's relationship to one or more of: ODOT, the Contractor, a Subcontractor, Supplier, vendor or other third party, and that if I am no longer so employed, my job position or duties no longer require my access to Doc Express® or AASHTOWare Project™, or my employer no longer has such relationship, I will immediately cease my use of and access to Doc Express® and AASHTOWare Project™ and will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to ODOT.

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

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

Data and documents that require a signature, but do not have a signature according to 00170.08 or 00170.09, or were signed by a person without appropriate authority, will be considered as not received and of no effect. Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required data or documents with compliant signatures have been received by the Engineer.

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

Add the following subsection:

00170.09 AASHTOWare Project™ - The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

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This subsection applies to data and documents identified in the AASHTOWare Project™ Directory (AWD), as data or documents to be managed in AASHTOWare Project™, as may be revised from time to time. The AWD is available from the Engineer and can be downloaded from the Agency's AASHTOWare Project™ website (see 00110.05(e)).

Following Notice to Proceed, the Contractor, Subcontractors, Suppliers, vendors, and any other third parties, shall use AASHTOWare Project™ to enter certain data and upload certain documents, as identified in the AWD, for submittal by the Contractor to the Agency. The Agency will use AASHTOWare Project™ to submit or make available certain data and documents, as identified in the AWD, to the Contractor.

The Contractor, Subcontractors, Suppliers, vendors, and any other third parties authorized to enter data and documents into AASHTOWare Project™, shall comply with naming conventions, processes and other AASHTOWare Project™ instructions as specified in the ODOT AASHTOWare Project™ User Guide for Construction Contractors, as may be revised from time to time and available from the Engineer.

Data and documents that are required to be submitted to the Agency using AASHTOWare Project™ are identified in the AWD. Data and documents identified in the AWD to be submitted using AASHTOWare Project™ that are not submitted as required will be considered as not received and of no effect.

Data or documents that are not identified in the AWD as required to be submitted using AASHTOWare Project™ shall be submitted according to 00170.08 using DocExpress®, unless otherwise specified, allowed or directed by the Engineer.

The Contractor shall coordinate and identify to the Engineer the Subcontractors, Suppliers, vendors, and any other third parties requiring access to AASHTOWare Project™ to enter or access data or documents. Once identified, the Agency will work with Subcontractors, Suppliers, vendors and third parties for access rights in AASHTOWare Project™ per the AWD.

See also 00170.08, including but not limited to user terms and conditions and signature requirements which also apply to AASHTOWare Project™.

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 the paragraph that begins "The Bureau of Labor and Industries (BOLI) ..." with the following paragraph:

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

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

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

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

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

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

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

Add the following to the end of this subsection:

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$2,000,000	\$5,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)

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

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

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

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

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

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

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

00170.70(g) Certificate(s) of Insurance - Replace the bullet that begins "List the "State of Oregon..." with the following bullet:

- List the "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees" as a Certificate holder and endorse as an Additional Insured;

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.

SECTION 00180 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Railways	00170.01(e)
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00745.51

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

00180.41 Project Work Schedules -

After the paragraph that begins "One of the following Type..." add the following paragraph:

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

Add the following subsection:

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

- (1) The Contractor shall complete all Work to be done under the Contract required to construct the permanent crossovers, construct the cable barrier and have all east bound and west bound lanes of I-84: open to the traveling public not later than November 20, 2026.

(2) The Contractor shall complete all Work to be done under the Contract required during the Stage 1 road closure as shown and open all west bound ramps to traffic not later than July 1, 2027.

(3) The Contractor shall complete all Work to be done under the Contract, except for seeding establishment not later than October 31, 2027.

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

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

- For Contract Time 00180.50(h)(1) the Agency determined percentage of Work is 15 percent.
- For Contract Time 00180.50(h)(2) the Agency determined percentage of Work is 55 percent.
- For Contract Time 00180.50(h)(3) the Agency determined percentage of Work is 100 percent.

Add the following subsection:

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

It is impractical to determine the actual damages the Agency will sustain in the event Traffic Lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$1000 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e).

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

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20(a) General – Replace the paragraph that begins "Unless otherwise provided in the Contract,..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for non-Agency sponsored electronic weigh memo system(s); establishing and maintaining a connection to the Agency's e-ticket portal; and for transporting Materials to the scales or to check weighing.

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(f)(3) Duties of Weigh Technician – Replace the bullet that begins "Furnish a legible, serially numbered..." with the following paragraph:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, through the Agency's e-ticket portal, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:

Add the following bullets after the bullet that begins "Capable of providing all the weigh...":

- Use an electronic weigh memo system for weighing ACP mixture quantities specified in 00745.90, unless waived by the Engineer. Establish a live connection with the Agency's e-ticket portal according to 00190.20(f)(4). When utilizing an electronic weigh memo system:
 - Ensure the identifying vehicle numbers displayed on the weigh memo correspond to those on the delivery vehicle. Ensure the numbers on the delivery vehicles are visible such that at least one can be safely read from within the work area. Delivery vehicles without identifying vehicle numbers shall be rejected.
 - Provide an alternate means of reporting weigh memo data to the Agency at point of delivery in the event there is no cellular data coverage at the point of ACP mixture delivery. The absence of cellular data coverage does not relieve the Contractor of the requirements in 00190.20(f)(3).

Add the following subsection:

00190.20(f)(4) Scale with Agency's e-ticket Portal Live Connection - The use of the Agency's e-ticket portal live connection is required for measurement of all ACP mixture quantities specified in 00745.90 unless otherwise directed. The Contractor shall establish a live connection to the Agency's e-ticket portal with the assistance of HaulHub®. The Engineer may allow the use of the e-ticket portal for other Pay Items measured on the weight basis. The following is required for weigh memos provided through the Supplier's e-ticket system:

- Conduct a test of each ACP mixture quantities specified in 00745.90 and any other proposed e-ticket material, with the Agency's e-ticket portal at least 14 Calendar Days prior to transporting material. Perform at least four weigh memo tests for each Supplier approved for use on the Project. After the Engineer confirms the test weigh memos have been entered into the Agency's e-ticket portal, void the e-tickets with the reason, "Calibration Testing".
- Uptime reliability of the material Supplier's e-ticket system must be 99.5% over any 30-Day rolling period. Uptime is defined as the ability to deliver electronic weigh memo data to the Agency's e-ticket portal within 10 minutes of the electronic weigh memo creation.

The Supplier's e-ticket system shall be:

- Capable of automatically recording and securely transmitting the same required "weigh memo" information identified in 00190.20(f)(3) to the Agency's e-ticket portal.
- Fully integrated with the provided weigh scale system and the Agency's e-ticket portal.
- Designed in such a way that the data electronically read from scales and transferred to the Agency's e-ticket portal cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.

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.

00190.30 Plant Scales - Replace the paragraph that begins "If approved by the Engineer, an electronic..." with the following paragraph:

If approved by the Engineer, an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3). This electronic weigh memo system is required for all ACP mixture quantities specified in 00745.90.

SECTION 00195 - PAYMENT

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

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

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

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

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) is established by the Agency each month. For the actual MACMP, go to the Agency website at:

<https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

The MACMP is based on selling prices of asphalt cement published by Poten & Partners, Inc. for primarily PG 64-22 paving grades in the Portland, Oregon area and typical non-modified paving grades in the Boise, Idaho area. The MACMP for a given month is the average of the range of published prices for each area reported for the week ending on the first Friday in that month. If any portion of the Project Site is located within the boundaries of ODOT Maintenance Districts 1 through 10, the MACMP will be based on the prices for the Portland, Oregon area. For Projects entirely in ODOT Maintenance District 13 or 14, the MACMP will be based on the prices for the Boise, Idaho area. For Projects entirely in ODOT Maintenance District 11 or 12, the Contractor may elect to have the MACMP based on the prices of either the Portland, Oregon area or the Boise, Idaho area. If electing to use Boise, Idaho area prices for determination of the MACMP, the Contractor shall notify the Engineer in writing of the Contractor's election before or within 7 Calendar Days after the date of the preconstruction conference. This election, once acknowledged by the Engineer, will be binding for the entire duration of the Contract. If no such written notification is made, the Portland, Oregon area prices will be used as the basis of the MACMP. The area selected as the basis of the MACMP, once chosen, will become the sole area to be used as the basis for all asphalt cement used on the Project.

If the prices cease to be available from Poten & Partners, Inc. for any reason, the Agency, in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The Agency does not guarantee that asphalt cement will be available at the MACMP.

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

(c) Monthly Asphalt Cement Adjustment Factor - The monthly asphalt cement adjustment factor will be determined each month as follows:

- If the MACMP is within $\pm 5\%$ of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base})$$

- If the MACMP is less than 95% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (0.95 \times \text{Base})$$

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

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

Pay Item(s)

PG 64-28 Asphalt in Level 3, 1/2 Inch Lime Treated ACP

Add the following subsection:

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

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

(a) Monthly Fuel Price (MFP) - A monthly fuel price (MFP) is established by the Agency each month. For the actual MFP, go to the Agency website at:

<https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

The MFP for a given month is the average rack price obtained from the oil price information service (OPIS) listing dated the first Friday of that month for ultra low sulfur distillate No. 2 diesel fuel for Portland, Oregon. If the average rack price is not posted by OPIS or is otherwise not available to the Agency for the first Friday of any month for any reason, the Agency may use the average rack price posted by OPIS immediately before or after the first Friday of that month. If the average rack prices cease to be available from OPIS for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MFP each month. The Agency does not guarantee that fuel will be available at the MFP.

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

(c) Monthly Fuel Adjustment Factor - A monthly fuel adjustment factor is determined each month as follows:

- If the MFP is within $\pm 10\%$ of the Base, there will be no adjustment.
- If the MFP is more than 110% of the Base, then:

$$\text{Adjustment Factor} = (\text{MFP}) - (1.10 \times \text{Base})$$

- If the MFP is less than 90% of the Base, then:

$$\text{Adjustment Factor} = (\text{MFP}) - (0.90 \times \text{Base})$$

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

Item	Fuel Factor
Foundation Excavation	0.33 Gal./Cuyd
General Excavation	0.33 Gal./Cuyd
Stone Embankment	0.33 Gal./Cuyd
12 Inch Subgrade Stabilization	0.33 Gal./Sqyd
15 Inch Culvert Pipe, 5 Ft Depth	5.00 Gal./Foot
16 Inch Ductile Iron Pipe, 5 Ft Depth	20.00 Gal./Foot
Concrete Inlets, Type D	30.00 Gal./Each
Cold Plane Pavement Removal, 2 Inches Deep	0.45 Gal./Sqyd
Cold Plane Pavement Removal, 5 Inches Deep	0.45 Gal./Sqyd
Aggregate Base	0.69 Gal./Ton
Level 3, 1/2 Inch Lime Treated ACP	2.93 Gal./Ton
Continuously Reinforced Concrete Pavement 12 Inches Thick	1.00 Gal./Sqyd

The following Pay Items associated with the following Bridges and Structures:

Bridge No. 09520 19 Gal/\$1000

- Item
- Railroad Flagger Services
- Bridge Jacking at Bent 1
- Bridge Removal Work
- Concrete Deck Micro-Milling, 1.375 Inch Depth
- Deep Cut Hydrodemolition, 1 Inch Depth
- Reinforcement, Grade 60
- General Structural Concrete, Class 4000
- Surface Texturing
- Structural Concrete Overlay Material
- Construct Structural Concrete Overlay
- Bearing Devices, 14 Inch Wide, 14 Inch Long, 4.625 Inch Thick

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Elastomeric Concrete Nosing Material
Constructing Elastomeric Concrete Nosing
Hot Applied Joint Seal Replacement
Concrete Slope Paving
Bridge Identification Markers
CLSM Fill
Under Deck Hydrodemolition Containment

Bridge No. 09520A

19 Gal/\$1000

Item

Railroad Flagger Services
Bridge Removal Work
Class 2 Preparation
Concrete Deck Micro-Milling, 1.375 Inch Depth
Deep Cut Hydrodemolition, 1 Inch Depth
Surface Texturing
Structural Concrete Overlay Material
Construct Structural Concrete Overlay
Elastomeric Concrete Nosing Material
Constructing Elastomeric Concrete Nosing
Hot Applied Joint Seal Replacement
Bridge Identification Markers
Under Deck Hydrodemolition Containment

Structure No. 09521

19 Gal/\$1000

Item

Bridge Removal Work
Concrete Deck Micro-Milling, 1.375 Inch Depth
Deep Cut Hydrodemolition, 1 Inch Depth
Surface Texturing
Structural Concrete Overlay Material
Construct Structural Concrete Overlay
Elastomeric Concrete Nosing Material
Constructing Elastomeric Concrete Nosing
Precompressed Foam Silicone Joint Seal
Hot Applied Joint Seal Replacement
Bridge Identification Markers
Snowplow Deflectors

Structure No. 09521A

19 Gal/\$1000

Item

Bridge Removal Work
Class 2 Preparation
Concrete Deck Micro-Milling, 1.375 Inch Depth
Deep Cut Hydrodemolition, 1 Inch Depth
Surface Texturing
Structural Concrete Overlay Material
Construct Structural Concrete Overlay
Elastomeric Concrete Nosing Material
Constructing Elastomeric Concrete Nosing
Precompressed Foam Silicone Joint Seal
Hot Applied Joint Seal Replacement
Bridge Identification Markers
Snowplow Deflectors

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

A price adjustment (\pm) to the Contractor for fuel cost changes will be made monthly if the MFP differs more than 10% or more from the Base. This adjustment will be the product of the monthly fuel adjustment factor and the estimated monthly fuel used. The monthly fuel used will be determined by multiplying the quantities of Work accomplished during the month for subject Pay Items, by the appropriate fuel factors.

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

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

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

00195.50(c)(1) Cash, Alternate A – Replace this subsection, except for the subsection number and title, with the following:

Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

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

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

00195.50(c)(2) Cash, Alternate B (Retainage Surety Bond) - Replace this subsection, except for the subsection number and title, with the following:

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

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

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

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

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

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

00195.50(c)(3) Bonds, Securities, and Other Instruments - Replace this subsection, except for the subsection number and title, with the following:

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

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

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

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

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

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

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

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

00197.20(e) Standby Time - Replace this subsection, except for the subsection number and title, with the following:

If ordered by the Engineer, standby time will be paid at 50% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

00197.80 Percentage Allowances - Replace the table that shows Subsection and Percent with the following:

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

Replace the paragraph that begins "When a Subcontractor performs ordered..." with the following paragraph:

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 10% on each Force Account Work order.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications modified as follows:

00210.90 Payment - Replace the paragraph that begins “No separate or additional...” with the following paragraph:

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

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.01(b) Abbreviations - Delete this subsection.

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

- When paving operations create an abrupt edge, protect traffic by installing signing according to the "Divided Highway or Freeway One Lane Closure" detail shown on the Standard Drawings.

00220.02(b) Temporary Pedestrian Accessible Route Plan - Add the following bullet(s) to the end of the bullet list:

- Maintain access to bus stops and Pedestrian Accessible Routes.

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

Traffic Lanes may be closed on the Old Oregon Trail Highway I84 when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

Single Lane Closures - One Traffic Lane in each direction on the Old Oregon Trail Highway I84 may be closed during the following times:

- March 15, 2026 through November 20, 2026
 - At all times
 - Maintain a minimum of 22 feet of clear paved lane width

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- March 15, 2027 through November 1, 2027
 - At all times
 - Maintain a minimum of 19 feet of clear paved lane width

00220.40(e)(2)(a) Holidays - Delete the following bullets from this subsection:

- Memorial Day on the last Monday in May
- Independence Day on July 4
- Labor Day on the first Monday in September

Add the following subsection:

00220.41 Bridge Work - Before starting any grading or Pavement removal at Bridge ends or removal of Pavement from Bridge decks, arrange so that all Equipment, labor, and Materials required to complete the Pavement replacement Work and Bridge deck waterproofing Work are on hand or are guaranteed to be delivered. Once grading and Pavement removal begins, vigorously prosecute and complete this Work. Complete paving and membrane waterproofing Work in the shortest possible time.

Temporarily taper or bevel longitudinal and transverse grade changes or drop-offs resulting from grading and Pavement removal and membrane waterproofing Work with asphalt concrete mixture to provide a smooth and safe transition. Construct tapers according to 00620.40.

Add the following subsection:

00220.45 Load Restrictions on Bridges -

For Structure(s) No.(s) 09520, 09520A, 09521, and 09521A, limit the combined weight of Equipment, vehicles, and supplies placed in a closed Traffic Lane or Shoulder on the Bridge according to 00253.46.

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

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

(a) Do the following at no additional cost to the Agency:

- Keep surfaces being used by Public Traffic free of all dirt, mud, gravel, materials, and debris.
- Repair damage to surfaces caused by the Contractor's operations.
- Maintain all detour and stage construction Surfacing as specified or directed.

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

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

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

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

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

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

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

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

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

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

The Engineer is not obligated to consider any modified Agency TCP or a TCP developed by the Contractor. The Agency will not be liable to the Contractor for failure to accept or act upon any request for a modified Agency TCP or a TCP developed by the Contractor.

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

If requesting a Contractor-modified Agency TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
 - Details and features used to provide pedestrian accessibility.
 - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
 - 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.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- Install a 54-inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign, when construction vehicles are leaving a Roadway, in advance of each entrance point to the Work Area at sign spacing “A” from the “TCD Spacing Table” shown on the Standard Drawings.
- Install a 54-inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign, when construction vehicles are entering a Roadway, in advance of each exit point from the Work Area at sign spacing “A” from the “TCD Spacing Table” shown on the Standard Drawings.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the Old Oregon Trail Highway, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.

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- For paving operations on freeways, place “ABRUPT EDGE” (CW21-9) and “ROAD WORK XX MPH” (CW20-1a) signs as shown. Use an “XX” value equal to 15 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.
- Install a 60 by 24-inch "ROAD WORK NEXT 4 MILES" (CG20-1) sign on the Old Oregon Trail Highway, in advance of the "ROAD WORK AHEAD" (W20-1) sign according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings.
- Install a 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) sign on rigid substrate on the back of all Material or Equipment delivery vehicles.

Add the following subsection:

00222.40(f) Temporary Speed Zone Reduction - Install a temporary regulatory speed zone, as directed. Use regulatory signs for all required temporary speed zone signage.

00222.45(b) Portable Changeable Message Signs - Add the following bullet to the end of this subsection:

- At least seven Calendar Days before the ramp closures, place one or more PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
(Name/# of highway)	CLOSURE
(Location)	(Time Frame)
CLOSURE	(Time Frame)

00222.80(a) Area Basis -

Add the following sentence to the end of the paragraph that begins "Temporary signs will...":

No measurement of quantities will be made for “CONSTRUCTION VEHICLE DO NOT FOLLOW” (CW23-14) signs.

Add the following sentence to the end of this subsection:

Temporary signing quantities include temporary regulatory speed zone signage.

00222.90 Payment -

Add the following to the end of this subsection:

No separate or additional payment will be made for furnishing, installing, and maintaining 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs. Payment will be included in 00221.90(b).

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

Add the following subsection:

00223.35 Railroad Flagger Services - Work near or within Railroad property requires Railroad flagger services provided by a third party flagging vendor. Provide Railroad flagger services from Union Pacific's approved third party list of Railroad flagger vendors. A list of Union Pacific's approved Railroad flagger vendors can be found at the following website:

https://www.up.com/real_estate/third-party-flagging/index.htm

00223.80 Measurement - Replace the bullet that begins "The replacement of TCD and TCM..." with the following bullet:

- The replacement of flagger station lighting damaged by Public Traffic and replaced by the Contractor.

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

No additional measurement will be made for automated flagger assistance devices damaged by Public Traffic and replaced or repaired by the Contractor.

Add the following subsection:

00223.80(a)(4) Railroad Flagger Services - The quantity of Railroad flagger services will be measured on the unit basis. A unit will be considered to be up to 12 consecutive hours in a Day. When more than one flagger is required due to Work at separate locations, each Railroad flagger will be measured as a separate unit. A maximum of two units per Day will be allowed at each separate location or operation where Railroad flagger services are required by the Railroad unless otherwise approved or directed.

00223.90 Payment - Add the following Pay Item(s) to the Pay Items list:

- (g) Railroad Flagger Services..... Each

Payment for item (g) performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the Work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the Work, payment for the Additional Work will be made according to 00195.20.

Payment for item (g) includes all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

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

00225.90 Payment –

Replace the paragraph that begins “Item (a)...” with the following paragraph:

Item (a) includes installation and removal of temporary pavement markers having either one or two reflective faces.

Replace the paragraph that begins “Item (b)...” with the following paragraph:

Item (b) includes installation of flexible temporary pavement markers and removal of flexible temporary pavement markers and temporary flexible pavement marker covers.

Add the following paragraph after the paragraph that begins “Item (b)...”:

Items (c) and (e) include removal of the temporary tape.

SECTION 00226 - TEMPORARY ROADSIDE BARRIERS AND IMPACT ATTENUATORS

Comply with Section 00226 of the Standard Specifications modified as follows:

00226.23 Truck Mounted Attenuator – Replace the title of this subsection with “**Temporary Impact Attenuator, Truck Mounted**”

00226.43 Truck Mounted Attenuator – Replace the title of this subsection with “**Temporary Impact Attenuator, Truck Mounted**”

Replace the paragraph that begins “When workers or construction Equipment...” with the following paragraphs:

Use a temporary truck mounted impact attenuator (TMA), when workers or construction Equipment are exposed to Public Traffic on a Freeway or Multi-Lane Highway and are not located behind a rigid barrier system, as follows unless otherwise shown or directed:

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- Each Shoulder or each lane closure where the preconstruction posted speed is 45 mph or more.

Place the TMA in advance of the exposed workers or Equipment, located as shown in the TMA Support Vehicle Placement tables, or as directed. If the TMA is not available when the Work requires its use, postpone the Work until the TMA is available.

00226.63 Truck Mounted Attenuators – Replace the title of this subsection with **“Temporary Impact Attenuator, Truck Mounted”**

00226.80(b)(2) Temporary Barrier - Add the following to the end this subsection:

The quantities will be limited to those shown in Table 00226-1. The estimated quantity of Temporary Barrier is:

TABLE 00226-1

Stage/Phase	Location (STA to STA)	Temporary Barrier (foot)	Temporary Barrier, Minimum Deflection (foot)
Stage 1 Phase 1	EB 1237+15 to 1239+65	250	
Stage 1 Phase 1	WB 1268+27 to 1269+77	150	
Stage 1 Phase 1	WB 1325+90 to 1327+40	150	
Stage 1 Phase 1	WB 1339+40 to 1341+90	250	
Stage 1 Phase 2	EB 1237+15 to 1239+65	250	
Stage 1 Phase 2	WB 1339+40 to 1341+90	250	
Stage 2	EB 1251+14 to 1253+64	250	
Stage 2	WB 1327+50 to 1330+00	250	
	Total Quantity	1800	

00226.90 Payment -

Add the following paragraphs after the paragraph that begins "In items (g) and (h)...":

Payment for items (g) performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the Work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the Work, payment for the Additional Work will be made according to 00195.20.

Add the following paragraph:

No separate or additional payment will be made for TMA's when the Contractor elects to use them where they otherwise are not required.

SECTION 00230 – TEMPORARY ROADBED AND SURFACING

Section 00230 is not a Standard Specification and is included in this Project by Special Provision.

Description

00230.00 Scope - This Work consists of constructing, maintaining, and removing temporary Roadbeds and Surfacing, as shown or directed.

Materials

00230.10 Materials - Furnish Materials meeting the following requirements:

Aggregate Base	00640.10
Asphalt Concrete Pavement (ACP).....	00745.50
Emulsified Asphalt Tack Coat	00730.11

00230.11 Earthwork - Furnish Materials required to construct the Roadbed according to Section 00330 and as shown.

Construction

00230.40 Earthwork - Construct temporary embankments and excavation outside the permanent Roadbed according to the applicable parts of Section 00330, except density testing to verify compaction will not be required. Compact the embankment material according to 00330.43(c). Ensure that Earthwork that remains in place as permanent Roadbed meets all requirements of Section 00330.

00230.43 Aggregate Base - Place and compact Aggregate Base according to the applicable parts of Section 00640.

00230.44 Asphalt Concrete Pavement - Place ACP to the lines and grade shown or directed. Compact ACP according to 00745.49(d).

00230.45 Emulsified Asphalt Tack Coat - Apply Emulsified Asphalt according to the applicable parts of Section 00730.

Maintenance

00230.60 Surface Maintenance - Maintain temporary surfaces according to 00220.60.

Finishing and Cleaning Up

00230.70 General - When temporary surfaces are no longer needed, do the following:

- Remove all related materials.
- Restore the area the temporary Surfacing and associated Roadbed occupied to the original ground contours, or as directed.
- Apply permanent seeding to the area occupied by the temporary Surfacing and associated Roadbed, if required, according to Section 01030.
- Dispose of excess materials according to 00330.41(a)(4).

Measurement

00230.80 Measurement - No measurement of quantities will be made for Work performed under this Section. It is estimated that the following approximate quantities of Materials will be required:

Material	Amount
Construct Temporary Roadbed and Surfacing:	
Embankment.....	426 cu. yd.
Excavation	197 cu. yd.
Aggregate Base	735 ton
Asphalt Concrete Mixture	325 ton
Emulsified Asphalt Tack Coat	0.1 ton
Remove Temporary Roadbed and Surfacing:	
Embankment.....	197 cu.yd.
Excavation	954 cu.yd.

Quantities include only those quantities placed or removed outside the permanent Roadbed Neat Line.

Permanent seeding will be measured according to 01030.80.

Payment

00230.90 Payment - The accepted quantities of Work performed under this Section, except for permanent seeding Work, will be paid for at the Contract lump sum amount for the item "Construct and Remove Temporary Roadbed and Surfacing".

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

Permanent seeding will be paid for according to 01030.90.

SECTION 00255 - TEMPORARY BRIDGE JACKING

Section 00255 is not a Standard Specification and is included in this Project by Special Provision.

Description

00255.00 Scope - This Work consists of temporarily raising and shoring the existing Spans located at bent 1 Bridge 09520, with jacking system for the purpose of replacing all bearings at bent 1. Once the Work is completed, lower the span back into place and remove the jacking system.

The term “jacking system” includes jacking equipment, temporary support seat, falsework jacking bent or temporary corbel.

00255.02 Plans - Plans for the existing Structure are available from the Engineer. Prints of these plans are available upon request.

00255.03 Submittals - Submit a stamped and detailed Bridge jacking work plan according to 00150.35, to the Engineer for review four weeks prior to Bridge jacking work. Design the work plan according to with the current AASHTO *LRFD Bridge Design Specifications* and jacking load diagram shown on the Plans. Design the temporary support to carry all Structure dead loads, live loads if allowed and construction loads.

Include the following information in the submittal:

- The proposed method of the jacking, and shoring.
- Descriptions of equipment to be used
- Descriptions and values of all loads, including construction equipment loads
- Justification for allowable bearing stresses used to support the falsework bent.
- Complete details and calculations for jacking and supporting the existing Structure

This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment. Do not perform Work until the work plan has been approved by the Engineer and all comments are adequately addressed.

00255.04 Methods and Monitoring System - The Bridge jacking work plan includes, but is not limited to, the following:

- Detailed time schedule of the planned operations.
- Details to temporarily strengthen the existing Bridge members. Provide temporary supports to bear directly on girder stems or bent caps or bear on support sills that are structurally adequate to transmit the load to the stems or cap without overstressing any member of the new or existing Structure. Design temporary supports not to induce permanent forces into the completed Structure or produce cracking.
- Contingency plans to address potential malfunctions or interruptions in the work plan.
- Details to ensure stability of the Bridge while the Bridge is being raised, during the removal of the existing bearings, installation of the new bearing and lowering of the Bridge.
- Details of how secondary supports, such as blocking and cribbing, are to be installed after the Bridge has been raised.
- Lateral stability of the Bridge and jacking system.
- Equipment that ensures uniform lifting of the Bridge.
- Provide a redundant system of supports during the entire jacking operation for backup should any of the jacks fail. Include stacks of steel plates added as necessary to maintain the redundant supports at each jack location within 1/4 inch of the jacking sill or corbels.
- Descriptions of the displacement monitoring system. Include in the displacement monitoring system, but not limited to:
 - Equipment to be used,
 - Location of control points,
 - Method and schedule of taking measurements,
 - Provisions to jack the Structure if settlement occur in the temporary supports during construction.

Construction

00255.50 Jacking Operations:

(a) General - Control and monitor the jacking operations to ensure that the jacking loads are applied simultaneously to prevent distortion and excessive stresses that would damage the Structure. Jack the Superstructure as necessary to maintain the total vertical displacements at control points to less than 1/4 inch from the elevations recorded prior to jacking or as modified by the Engineer.

Remove attachments from the existing Structure and concrete surfaces to restore to original conditions, except where permanent alterations are shown on the plans.

(b) Unanticipated Displacements - If, during construction, unanticipated displacements, cracking or other damage occur, do the following:

- Discontinue the construction until corrective measures satisfactory to the Engineer are performed.
- Repair damage to the structure as a result of the Contractor's operations.

Measurement

00255.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00255.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Bridge Jacking at Bent _____".

The Bent number is inserted in the blank.

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

No separate or additional payment will be made for designing, constructing, maintaining, inspecting, or removing the temporary Bridge jacking.

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.

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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.

The area of ground disturbance on Agency owned land is 4.4 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 applicable to the Project.

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.

Add the following paragraphs to the end of this subsection:

Fill in required information listed on the ESCP cover sheet prior to beginning of construction and submit revised cover sheet to Engineer 10 Days before the preconstruction meeting. Monitor weather, stormwater runoff, and receiving waters, and document monitoring observations. Immediately upon discovery, notify Engineer if a 1200-CA permit non-compliance occurs. Provide updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.20(f) and, provide an environmental management plan (EMP) as required by the 1200-CA permit if applicable.

00280.14(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(d) Inlet Protection - Replace the bullet that begins “**Geotextile...**” with the following bullet:

- **Geotextile** - Type 1 geotextile meeting the requirements of 02320.20 Table 02320-1 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.

00280.30 Erosion and Sediment Control Manager –

Add the following bullet to the beginning of the bullet list under “The ESCM duties include:”

- Be present at the Project Site during all ground disturbing activities.

Replace the bullet that begins “Monitor rainfall, snow melt and runoff ...” with the following bullet:

- Visually monitor rainfall, snow melt and runoff at the Project Site.

Replace the bullet that begins “Monitor water quality in receiving streams in ...” with the following bullet:

- Visually monitor water quality in receiving streams in the vicinity of the Project Site.

Replace the bullet that begins “Monitor water in sediment traps receiving ...” with the following bullet:

- Monitor the pH of the water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.

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

- Monitor locations identified in Section 00294 for compliance.

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

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

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

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

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

00280.41(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, and submit the form to the Agency as follows:

00280.62(b) Rainfall – Add the following to the end of this subsection:

The closest on-line rain gauge is located at: Pendleton Airport
forecast.weather.gov/MapClick.php?lat=45.68N&lon=-118.78W&unit=0&lg=english&FcstType=graphical

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

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

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

00280.64(b) Corrective Action Documentation – Add the following bullets to the beginning of the bullet list:

- If completion of corrective action is not feasible within 24 hours, document the reasons why the time line cannot be met.
- Provide a schedule for clean-up and corrective actions that restores Effective Functioning as soon as feasible. If schedule cannot be met document the reasons for the delay.
- Provide all corrective action documentation and photographs to Agency within 24 hours of completion of corrective actions.

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

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

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.20(c)(2) Clean Fill - Add the following paragraph to the end of this subsection:

Manage all excavated soil that does not meet the definition of clean fill according to Section 00294.

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-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.

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:

There are sensitive cultural sites or areas of high probability for cultural resources on this Project. At the time of preparation of the Plans, zero sites were identified.

The Region Environmental Coordinator for this Project is Brian Laughlin .

The Agency Archaeology Representative for this Project is Emma Vance.

All contact with the Agency Archaeology Representative and the Region Environmental Coordinator shall be through the Engineer.

An Inadvertent Discovery Plan (IDP) has been developed for this project. The IDP is available from the Engineer.

00290.90 Payment - Add the following paragraph(s) to the end of this subsection:

The work containment plan will be paid for at the Contract lump sum amount for the item "Work Containment Plan".

Payment will be payment in full for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work as specified. Payment includes providing and updating the Work Containment Plan.

SECTION 00294 - CONTAMINATED MEDIA

Section 00294 is not a Standard Specification and is included in this Project by Special Provision.

Description

00294.00 Scope - In addition to the requirements of Section 00290 and the Specifications, this Work consists of the following:

- Excavate, segregate, stockpile, transport, and dispose of contaminated Shoulder Soils and contaminated Shoulder Soil grubbing materials as defined by 00294.01, from the following locations:

Contaminated Soil Location Table 00294-1

From Location/Station to Location/Station	Depth below grade (feet)	Approximate Quantity (cy)	Known Contaminants
All Shoulder Soil excavation required along EB and WB I-84 within the Project.	0 -1.5' or required construction excavation depth, whichever is shallower	3,600	Lead and polycyclic aromatic hydrocarbons (PAHs)

Approximate Total Quantity	3,600 cy
Quantity to be reused on Project	3,600 cy
Quantity to be disposed at landfill	0 Tons

- In areas where excavation is not required, leave contaminated Shoulder Soils, and clearing and grubbing Material in place.

The January 30, 2026 ODOT report, titled Highway Shoulder Soil Waste Characterization Memo documenting the contaminated media identified within the Project, is available from the Engineer.

- Prepare a written lead compliance plan for work within contaminated areas of the Project.

00294.01 Definitions:

Contaminated Soil - Soil that does not meet the DEQ definition of "Clean Fill", as defined by OAR 340-093-0030(18). This Contaminated Soil is a regulated waste, subject to OAR 340-093-0005 through OAR 340-093-0290. If the grubbing Material has been determined to be contaminated, it is considered and treated as Contaminated Soil for the purposes of this Section.

Shoulder Soil - Soil outside of the existing Highway Pavement and within Highway Right-of-Way generated during Highway maintenance or construction activities. This definition applies to excess Soil generated to a maximum depth of 1.5 feet below ground surface. This definition does not apply to Soil that is covered by existing impervious surfaces, including but not limited to curbs, sidewalks and parking lots constructed of asphalt or concrete.

ODOT Beneficial Use Determination (ODOT BUD) - The statewide ODOT Beneficial Use Determination (ODOT BUD), approved by DEQ (No. BUD-20181204), outlines a series of pre-approved non-residential reuse options for excess Soil Materials that do not meet DEQ's Clean Fill Standards in some circumstances. These options may vary based on project scope and location, and documentation may vary, as directed by the Engineer.

00294.02 Testing of contaminated Shoulder Soil, and Groundwater - When additional testing of Contaminated Soil or groundwater is required to characterize the Material for reuse, recycle, or disposal, conduct the tests according to 00290.20(c).

Use analytical methods meeting DEQ's Clean Fill Guidance Screening Levels for each analyte. Perform all Contaminated Soil, Contaminated Shoulder Soil, and groundwater sampling by an Oregon Registered Geologist or Professional Engineer who has experience characterizing contaminated media.

00294.03 Submittals - Submit the following documents:

- A Project-specific written lead compliance plan, meeting the project applicable requirements of 29 CFR 1926.62(e)(2), at least 10 Calendar Days before the pre-construction conference. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.
- Modifications to the written lead compliance plan that are requested by the Engineer within 7 Calendar Days of the request.
- Current employee training certificates and medical surveillance information before beginning Work within the contaminated areas.

Submit the following documents within 48 hours of removal of contaminated media:

- Permits, permit applications, and documentation of compliance.
- All reuse, recycled, and disposal receipts.
- Final quantities of Soil reused, recycled, and disposed and their final location.
- All analytical test results.

Labor

00294.30 Personnel Qualifications - Provide employees meeting the following requirements:

- For removal of contaminated Shoulder Soil, provide employees trained in:
 - Lead awareness according to 29 CFR 1926.62(l).
 - Chromium according to 29 CFR 1926.1126(j)(2).
 - Cadmium according to 29 CFR 1926.1127(m)(4).

Construction

00294.40 Contaminated Shoulder Soil Excavation - Excavate and handle contaminated Shoulder Soil from Project excavations according to the following:

- Notify the Engineer 3 Calendar Days before beginning excavation activities within contaminated areas.
- Allow the Agency to collect Soil samples during excavation activities.
- Segregate non-Contaminated Soil from Contaminated Soil during excavation activities, based on the provided Contaminated Soil location information as necessary to accommodate on-site reuse.
- Load contaminated Shoulder Soil directly into trucks and transport directly to the recycling or disposal facility, or on-site reuse areas or, when approved by the Engineer, temporarily store contaminated Shoulder Soil on-site.

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- Remove contaminated media from the exterior of all vehicles before they leave the Project Site
- Cover trucks transporting contaminated materials to prevent spillage during transit to the disposal facility according to OAR 340-093-0220.
- Where over excavation is required, backfill the excavation according to 00330.42.

00294.41 Contaminated Shoulder Soil Management - Reuse, recycle, or dispose of contaminated Shoulder Soil according to any of the following:

(c) Reuse On-Site:

- Temporarily stockpile the contaminated Shoulder Soil if necessary to accommodate reuse on the Project and as directed by the Engineer.
- Reuse the contaminated Shoulder Soil on the Project as excavation backfill and crossover embankment fill where needed. Reuse remaining Shoulder Soil as embankment slope flattening fill between Station “WB” 1274+00 Lt and Station “WB” 1277+00 Lt as directed by the Engineer. Evenly spread contaminated Shoulder Soil grubbing materials on the Project as directed by the Engineer.
- Within 30 Calendar Days of completing on-site reuse or before Second Notification, whichever occurs first, transport all Contaminated Soil or Shoulder Soil that is not reused on the Project to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill (or a permitted recycling facility).

Measurement

00294.80 Measurement - Work performed under this Section will be measured according to the following:

No measurement of quantities will be made for the following:

- Lead compliance plan.

Clearing and grubbing will be measured according to 00320.80.

Payment

00294.90 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

(b) Lead Compliance Plan..... Lump Sum

No separate or additional payment will be made for the excavation or reuse of Contaminated Soil or contaminated Shoulder Soil. Payment will be included in payment made for the appropriate items under which the excavation or reuse of Contaminated Soils or contaminated Shoulder Soil is required.

Clearing and grubbing will be paid for according to 00320.90.

Payment will be payment in full for removing and disposing of all Materials, and for providing all Equipment, labor, Plans, test results, and Incidentals necessary to complete the Work as specified.

SECTION 00295 - ASBESTOS MATERIALS

Section 00295 is not a Standard Specification and is included in this Project by Special Provision.

Description

00295.00 Scope - Limited asbestos surveys were performed on Bridge Nos. 09520, 09520A, 09521 and 09521A that will be repaired or demolished for this Project. No asbestos-containing materials (ACMs) were identified on the inspected Structures. The asbestos surveys were limited to the parts of the bridge structures that will be disturbed by the planned construction activities. The January 20, 2026 ODOT report, titled Asbestos Survey – Bridge Nos. 09529, 09529A, 09521 and 09521A documenting the limited asbestos surveys within the Project is available from the Engineer. Maintain a copy of this report and all additional asbestos survey results on site at all times and readily available to employees and inspectors during demolition and repair activities.

00295.01 Definitions:

Asbestos Containing Material (ACM) - Any material containing more than 1% asbestos.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.80 Measurement - Replace the bullet “Length and Area...” with the following bullet:

- **Length and Area** - The length or area of the Structure or item actually removed, will be measured along the line and grade of the Structure or item for each continuous Structure or item removed. Measurement will be on the length or area basis, limited to the Neat Lines shown or directed.

Asphalt Pavement Sawcutting and Concrete Sawcutting will be measured by the linear foot of sawcut, limited to the Neat Lines shown or directed unless otherwise specified. Methods other than sawcutting will not be measured.

Additional concrete sawcutting beyond what is shown or directed by the Engineer will not be measured.

00310.92 Separate Item Basis -

Replace the Pay Item Asphalt Pavement Sawcutting with the following Pay Item:

Pay Item	Unit of Measurement
(g) Asphalt Pavement Sawcutting, _____ Inches Deep	Foot

Replace the paragraph that begins “Item (g) applies...” with the following paragraph:

In item (g), “less than 6”, “6 to 14”, or “greater than 14” is inserted in the blank.

Add the following Pay Item to the Pay Item list:

- (i) Concrete Sawcutting, _____ Inches Deep Foot

Add the following paragraph after the paragraph that begins “Item (g) applies...”

In item (i), “less than 6”, “6 to 14”, or “greater than 14” is inserted in the blank.

Add the following paragraph to the end of the subsection:

No separate or additional payment will be made when methods other than sawcutting are utilized where sawcutting is shown or directed.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(c) Tree and Vegetation Trimming - Replace the bullet that begins "Trim branches obstructing sight..." with the following bullet:

- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section except for Stone Embankment on the excavation basis.

00330.41(a)(4) Excess Materials - Replace this subsection, except for the subsection number and title, with the following:

If the quantities of excavated materials are greater than required to construct embankments and to do all filling and backfilling, the Contractor may use the remaining materials to uniformly widen embankments or to flatten slopes in a manner satisfactory to the Engineer.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

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:

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications modified as follows:

00331.10 Materials – Replace the Material that begins “Aggregate Base...” with the following Material:

Aggregate Base 02630.10

SECTION 00334 - PREPARATION OF SHOULDERS

Section 00334 is not a Standard Specification and is included in this Project by Special Provision.

Description

00334.00 Scope - This Work consists of blading, leveling, and compacting shoulders as required to bring the shoulder subgrade to the required widths, grade, and condition to receive the pavement as shown.

Construction

00334.40 General - Sidecast all material resulting from shoulder preparation without obstructing existing ditches.

Measurement

00334.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

It is estimated that 160 centerline feet of shoulder preparation will be performed on both shoulders.

Payment

00334.90 Payment - The accepted quantities of shoulder preparation will be paid for at the Contract lump sum amount for the item "Preparation of Shoulders".

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

No separate or additional payment will be made for watering.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00370 - FINISHING ROADBEDS

Comply with Section 00370 of the Standard Specifications.

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications modified as follows:

Add the following subsection:

00415.02 Definitions:

Flexible Pipe - Pipes constructed of corrugated metal are considered Flexible Pipes.

Rigid Pipe - Pipes constructed of concrete and ductile iron are considered Rigid Pipes.

Thermoplastic Pipe - Pipes constructed of polyvinyl chloride, polyethylene, and polypropylene are considered Thermoplastic Pipe.

00415.20(b) Transporter - Replace the paragraph that begins "Use an all-wheel..." with the following paragraph:

Use an all-wheel drive or track mounted transporter capable of inspecting pipes ranging in size from 12 to 60 inches in diameter. Provide a transporter with an adjustable operating speed while recording not to exceed 30 feet per minute.

00415.41 Pre-Installation Video Inspection - Replace the paragraph that begins "Perform a pre-installation video inspection..." with the following paragraph:

Perform a pre-installation video inspection at least 5 Calendar Days before beginning Work. Begin Inspection at one end of the pipe and proceed through the entire pipe length at a speed not greater than 30 feet per minute. Move the camera through the pipe, along the approximate center of the pipe, and provide a continuous 360 degree pan of each pipe joint. Stop and record all cracks, deformities, and defects to document the pipe condition, including the location of all lateral connections to the mainline.

00415.42 Post Installation Video Inspection - Replace the paragraph that begins "Perform post construction video inspection..." with the following paragraph:

Perform post construction video inspection according to 00415.40 and 00415.41. Video inspect the pipe interior no sooner than 30 Days after the trench backfill and compaction have been completed, and before any paving is performed. If the Contract duration does not permit a 30-Day waiting period, the Engineer may allow the inspection when the compacted backfill reaches a minimum of 2 feet above the pipe crown.

00415.42(a) Deflection Testing for Flexible Pipe - Replace this subsection with the following subsection:

00415.42(a) Post Installation Deflection Testing - Perform post construction deflection testing for all Flexible Pipe and Thermoplastic Pipe as described.

- Flexible Pipe for new pipe installations and extensions greater than 15 feet in length.
- Thermoplastic Pipe for new pipe installations and extensions greater than 10 feet in length.

If any portion of the new pipe interior is not accessible for a visual inspection, then perform deflection testing for the entire installation of new pipe or extension regardless of pipe length.

Use one of the approved following methods:

00415.42(a)(1) Remote Video Inspection with Laser Profiler – Replace the paragraph that begins “Calibrate and perform...” with the following paragraph:

For pipe 48 inches or less in diameter, calibrate, and perform deflection inspection according to ASTM F3080. Use video inspection equipment meeting the requirements of 00415.22.

00415.42(a)(2) Manual Deflection Test - Replace the paragraph that begins “Use equipment meeting...” with the following paragraph:

For pipes larger than 48 inches and when the entire length of the pipe is accessible, use equipment meeting the requirements of 00415.23.

00415.71 Corrections to Deficiencies in Work - Replace the paragraph that begins “Where the pipe deflection...” with the following paragraph:

Where the pipe deflection is greater than 5 percent and less than 7.5 percent of the nominal diameter, submit a remediation plan to the Engineer. The remediation plan must be a stamped Working Drawing according to 00150.35. Replace pipe where the deflection exceeds 7.5 percent of the nominal diameter at no additional cost to Agency.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.40(e) Curing - Replace this subsection, except for the subsection number and title, with the following:

Cure CGC for a minimum of 7 Calendar Days by one of the following methods:

- Cover with wet burlap, canvas, Sand, or other acceptable Material, and keep moist.

- Apply curing compounds at a rate of not less than 1 gallon per 150 square feet. Do not use on surfaces that come into contact with adjacent pours and avoid overspray on exposed reinforcement. Use curing compounds according to the following:

Table 00440-1

Section	Item	Type 1 or 1-D (Clear)	Type 2 (White-Pigmented)
00480	Drainage Curbs	*	*
00599	Slope Paving Curbs and Berm Paving	Yes	No
00759	Walks, Curb Ramps, Driveways, Surfacing, Curbs, and Islands	*	*

*Use Type 2 except when the Engineer requires Type 1 or 1-D

SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications modified as follows:

00442.14 Acceptance - Replace this subsection, except for the subsection number and title, with the following:

Acceptance will be based on the Engineer’s review and approval of the documentation required by 00442.12, and visual inspection during placement.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00460 - PAVED CULVERT END SLOPES

Comply with Section 00460 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00501 - BRIDGE REMOVAL

Comply with Section 00501 of the Standard Specifications modified as follows:

00501.00 Scope - Add the following paragraphs to the end of this subsection:

Remove portions of the existing bridges 09520, 09520A, 09521, and 09521A as shown.

Add the following subsection:

00501.02 Plans - Plans of the existing Structure are available from the Engineer. Prints of these plans are available upon request.

SECTION 00504 - CONCRETE DECK SURFACE PREPARATION

Comply with Section 00504 of the Standard Specifications modified as follows:

00504.01 Definitions: Replace this subsection with the following subsection:

00504.01 Definitions and Acronym:

(a) Definitions:

Bonded Membrane - A polymer or spray-on waterproofing membrane system that is fully or partially bonded to the concrete deck.

Class 1 Preparation - Deck surface preparation for a membrane or overlay system on an existing bridge deck, where the existing concrete is sound, and minimal concrete removal is required to reach sound concrete.

Class 2 Preparation - Deck surface preparation in areas that are determined by the Engineer to have Unsound Concrete that requires concrete removal beyond the limits of Class 1 Preparation.

Class 3 Preparation - Deck surface preparation in areas where concrete removal extends through the full thickness of the deck.

Fabric Membrane - A rolled or sheet waterproofing membrane system that is installed below or between layers of asphalt Pavement.

Unsound Concrete - Delaminated or otherwise deteriorated concrete identified by a deck delamination survey or during surface preparation operations.

(b) Acronym:

ICRI - International Concrete Repair Institute

00504.21(b) Scarifying Equipment – Replace the paragraph that begins “Furnish power-operated diamond grinding...” with the following paragraph:

Furnish power-operated diamond grinding, micro-milling, or shot blasting scarifying Equipment capable of uniformly removing the existing surface to depths required.

00504.21(b)(3) Shot-blasting - Replace this subsection, except for the subsection number and title, with the following:

Furnish mono-directional or bi-directional shot blast machines with single or multiple blast wheels that conform to EPA air pollution requirements by containing dust and steel abrasive media and that can prepare concrete surfaces according to *ICRI Technical Guideline No. 310.2R*, to the project specific Concrete Surface Profiles (CSP) profile. Furnish shot type S-330 or larger diameter. If the Equipment is not equipped for simultaneous bi-directional blasting, make separate passes in opposite directions to ensure equal cleaning on all sides of the exposed aggregate.

00504.21(b)(4) Hydroblasting – Delete this subsection.

00504.40(f) Structural Overlay Removal - Replace the paragraph that begins “Remove the existing Structural Overlay to the parent ...” with the following paragraph:

Remove the existing Structural Overlay to the parent deck surface. Use Equipment that can sufficiently remove the overlay without exceeding 1/2 inch of parent deck removal.

00504.41(b) Class 1 Preparation – Replace this subsection, except for the subsection number and title, with the following:

- Roughen the existing concrete surface to an exposed aggregate surface texture meeting the following volumetric profiles and ICRI CSP:
 - Polymer overlays (MPCO’s and PPC’s) and membranes require minimum profile depth of 1/16 inch and CSP 5.
 - Structural cementitious overlays (SCO’s and HESC’s) require a minimum profile depth of 1/8 inch and CSP 7.
- Determine profile depth according to ASTM E965 (standard volumetric test). Perform four tests per 500 square yards of concrete surface prepared, with a minimum of four tests per Day. Visually verify CSP profile with ICRI CSP chips.
- Protect visible reinforcing steel and reinforcing steel where the Plans show it to be within 1/2 inch of the surface.
- When not in conflict with this Specification, follow surface preparation requirements in ICRI Technical Guideline No. 310.2R.

00504.42(a) PPC, MPCO, and Membrane Installations – Replace this subsection with the following:

00504.42(a) PPC, MPCO, Deck Seal, and Membrane Installations - Prepare all surfaces that are to be in contact with the membrane, deck seal or overlay, including vertical contact areas, as follows:

- Clean the entire surface by shot-blasting within 24 hours of placing the membrane or overlay.
- Sweep the area magnetically to remove metal residue.
- Blow clean the surfaces with compressed air.
- Immediately after surface preparation is complete cover the prepared deck with clear plastic, overlapping it to prevent contaminants from construction vehicles or other sources from contacting the deck. Maintain the covering until PPC, MPCO, deck seal or membrane installation.
- If the prepared surface becomes contaminated by spills, rain, or other contaminant before placing the membrane or overlay, prepare the surface again according to this Subsection.

00504.42(b) SCO Overlays – Replace the bullet that begins “Clean the entire surface by shot-blasting...” with the following bullet:

- Clean the entire surface by shot-blasting. Shot-blasting is not required on final surfaces that were prepared by chipping or jack hammering.

SECTION 00505 – CONCRETE DECK HYDRODEMOLITION

Section 00505 is not a Standard Specification and is included in this Project by Special Provision.

Description

00505.00 Scope - This Work consists of partial depth removal and preparing of concrete decks for structural concrete overlays and inlays with hydrodemolition Equipment and associated operations.

00505.01 Definitions and References:

(a) Definitions:

Blow-through - An unanticipated full-depth removal of deck concrete during hydrodemolition operations.

Selective Hydrodemolition - Preparation of deck concrete with hydrodemolition Equipment that creates a scarified surface profile and removes approximately 1/2 inch of concrete in areas of sound concrete and Unsound Concrete is removed in the same operation.

Deep Cut Hydrodemolition - Removal of deck concrete to the depth shown or specified.

Unsound Concrete - Delaminated or otherwise deteriorated concrete identified by a deck delamination survey or during surface preparation operations.

(b) References - In these Specifications, the reference ICRI 310.3R refers to Guideline No. 310.3R, *Guide for the Preparation of Concrete Surfaces for Repair Using Hydrodemolition Methods*.

00505.02 Submittals - Submit the following to the Engineer for approval at least 21 Calendar Days before the pre-placement meeting:

- Wastewater control and debris management plan. Include details of water supply system, pumping system, and vacuum Equipment.
- Plan and Materials to be used to shield traffic from hydrodemolition debris.
- Blow-through contingency plan. Provide a written plan for potential Blow-through scenarios. Include Materials used to contain water and debris both above and below the deck.
- Type of Equipment used for deck preparation.
- Under deck hydrodemolition containment plan and materials, including material removal process in the event of a blow-through

Materials

00505.10 Under deck hydrodemolition Containment – Furnish a rigid or semi-rigid containment system that is capable of containing water and debris from hydrodemolition operations in the event of a blow-through. Install under deck hydrodemolition containment prior to milling or hydrodemolition operations.

Equipment

00505.20 General - Provide Equipment to perform hydrodemolition of the concrete deck surface. Remove all Equipment that leaks oil or other contaminants from the work area until they are repaired.

00505.21 Hydrodemolition Equipment - Hydrodemolition Equipment consists of a water supply system, a high-pressure pumping system, vacuum Equipment, and a robotic hydrodemolition unit.

(a) Water Supply System and Pumping System - Provide a water supply system and pumping system compatible with the hydrodemolition units and that supplies water that meets the requirements of Section 02020.

(b) Hydrodemolition Unit - Provide a hydrodemolition unit that is robotic, computerized, and self-propelled, that is capable of removing concrete at a rate and volume as specified and as accepted by the Engineer without leaving a striated surface. Provide either rotating or oscillating nozzles. For Selective Hydrodemolition, provide Equipment capable of operating in the pressure range of 14,000-20,000psi.

(c) Vacuum Equipment - Provide vacuum Equipment suitable for removal of wastewater and construction debris.

00505.22 Wastewater Recycling Equipment - The Contractor may provide a wastewater recycling unit that removes solid waste from the wastewater such that the water may be reused for hydrodemolition operations.

00505.23 Hand Lances - Provide hand-operated high-pressure lances that operate at pressures of 10,000 to 40,000psi.

00505.24 Micro-Milling Equipment - Provide cold plane or rotomill grinding machines using carbide cutting tools on a rotary drum. Provide Equipment with tooth spacing of not more than 1/4 inch, capable of leaving a smooth, uniform pattern of striations. Limit machines to a gross operational weight of no more than 35 Tons and a forward speed to 2.5 feet per minute. Operate at a drum speed of at least 120 RPM.

Construction

00505.40 General - When not in conflict with this Specification, perform hydrodemolition according to ICRI 310.3R.

00505.41 Partial Depth Concrete Deck Removal - Perform partial depth concrete deck removal on Bridge No. 09520, 09520A, 09521, and 09521A to the depths shown as follows:

(a) Existing Deck Elevation - Measure and identify existing deck elevations and cross slopes at least every 10 feet, to verify removal depths and to establish final grade. Provide a vertical reference for approval by the Engineer before beginning removal work.

(b) Reinforcement Survey - Using a rebar locator or other approved means, measure and mark the depth of reinforcement at least every 10 feet, in each lane of traffic prior to beginning micro-milling operations.

(c) Existing Repairs - Prior to micro-milling or hydrodemolition operations, remove existing repair patches from the deck using power-driven hand tools. The Contractor may elect to proceed with micro-milling and hydrodemolition operations prior to removing existing repairs if it is demonstrated during hydrodemolition calibration that existing repairs can be removed without increasing the depth of removal at the perimeter of the repairs or causing Blow-throughs.

(d) Micro-milling - Limit micro-milling to the depth shown or within 1/2 inch of reinforcement, whichever is least, measured from the nominal roadway surface. If reinforcement is encountered during milling operations, stop Work immediately and notify the Engineer. Repair any damage to the reinforcement caused by micro-milling operations at no additional cost to the Agency.

(e) Hydrodemolition - Perform Selective Hydrodemolition or Deep Cut Hydrodemolition as shown. In the presence of the Engineer, calibrate hydrodemolition Equipment on the deck in a location with sound concrete. Measure the removal depth to the mean paste elevation. Mean paste elevation is defined as the average elevation of parent deck concrete paste, excluding exposed aggregate. Record the calibrated settings, including: water pressure gauge, machine staging control, nozzle size and type, nozzle travel speed, and water usage rate. Provide calibrated settings to the Engineer. Do not adjust calibrated settings without notifying the Engineer. Monitor the removal depths to verify the desired depth of sound concrete and all Unsound Concrete is removed. Perform additional calibration in an area with Unsound Concrete if directed by the Engineer.

Hydrodemolition Equipment is operated in the pressure range of 14,000-20,000 psi during Selective Hydrodemolition operations. During Deep Cut Hydrodemolition operations the prescribed depth of removal is achieved with one or more passes of the hydrodemolition unit.

(1) Depth of Removal - Removal depth is measured from the original parent deck surface, or the top of the milled surface, to the mean paste elevation. When performing Selective Hydrodemolition, remove approximately 1/2" of parent deck concrete. When performing Deep Cut Hydrodemolition, remove parent deck concrete to the depth shown or specified, +/- 1/2". The depth of removal is measured from the original parent deck surface accounting for the depth of milling performed. If shown or specified, remove to a depth below the bottom of the top mat of reinforcement.

(2) Deck Blow-Through - If hydrodemolition operations cause a full depth deck Blow-through, immediately stop Work and notify the Engineer. Contain water and debris above and below deck, as necessary. Use equal to or less than 30-pound class chipping hammers to excavate all remaining Unsound Concrete. Square off the repair area and slope the sides to avoid vertical edges. Perform Blow-through repair Work according to 00140.30.

(3) Wastewater and Debris Management - Contain wastewater and debris as outlined in the wastewater control and debris management plan. Provide sufficient shielding during hydrodemolition process to contain dislodged concrete and prevent damage to surrounding property.

(4) Cleaning - Do not allow debris and slurry to dry. Use pressurized water and vacuum Equipment to remove dislodged debris and slurry from the bridge deck. Repeat cleaning until the wastewater is clear. If slurry dries prior to cleaning, use a minimum of 7500 psi water to remove dried slurry. Remove standing water from deck surface prior to surveying the deck for additional removal.

(f) Post Hydrodemolition Survey - In the presence of the Engineer, perform a visual inspection and sounding of the concrete surface. Identify locations of Unsound Concrete for removal. Remove additional Unsound Concrete using 15-pound class power-driven hand tools or hand lances. Identify locations of exposed reinforcement that require removal of concrete surrounding the reinforcing bars. Using a straightedge, stringline, or other approved methods, ensure minimum overlay thickness is achieved. Remove high areas of concrete with power driven hand tools, hand lances, or additional passes of hydrodemolition Equipment to ensure minimum required overlay thickness. Provide reinforcement chairs or blocks to place reinforcement at required elevation and to prevent deformation of the bars from construction vehicle loading.

(g) Removal of Concrete Surrounding Reinforcing Bars - Remove a minimum of 3/4 inch of concrete around and below reinforcing steel in the following scenarios:

- When there is exposed reinforcement that exceeds 24 inches in length, is within the mean paste elevation, and is not bonded to the concrete as identified by hammer sounding.
- When power-driven hand tools are used to remove Unsound Concrete that exposes greater than 50 percent of the reinforcing bar.

(h) Reinforcing Bar Repair - Abrasive blast reinforcing steel that is pitted or has flaking corrosion, that would inhibit adequate bonding to the concrete, to a bright finish. Light rust staining may remain in place.

When exposed reinforcement has greater than 50 percent section loss, required repairs will be designated by the Engineer and performed according to 00140.30.

(i) Surface Preparation Accommodations - Clean the entire surface by using abrasive blast or 7500 psi high pressure water blast. Saturate the surface with water for a minimum of 1 hour before resurfacing. Remove standing water with compressed air or wet-dry vacuum ahead of concrete placement. Repeat cleaning and water saturation on areas that are allowed to dry or become contaminated before resurfacing. Immediately after surface preparation is complete cover the prepared deck with clear plastic, overlapping it to prevent contaminants from construction vehicles or other sources from contacting the deck. Maintain the covering until overlay installation.

00505.43 Special Repair Zones - A special repair zone is a specific zone or location on the bridge deck as indicated in the plans. Perform Work in special repair zones as shown according to the following:

(a) Negative Moment Regions - In areas designated as negative moment regions with negative moment reinforcement, do not excavate below the top of the reinforcement. If negative moment reinforcement is exposed, stop Work and re-calibrate the hydrodemolition Equipment in the presence of the Engineer.

Measurement

00505.80 Measurement - The quantities of Work performed under this Section will be measured on the area basis.

No measurement of quantities will be made for under deck hydrodemolition containment.

Payment

00505.90 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) Concrete Deck Micro-milling, _____ inch depth	Square Yard
(c) Deep Cut Hydrodemolition, _____ inch depth	Square Yard
(e) Under Deck Hydrodemolition Containment.....	Lump Sum

Item (c) includes hand tool removal of concrete surrounding reinforcing bars.

Removal of Unsound Concrete is included in the hydrodemolition operations and the associated Pay Item including additional removal of Unsound Concrete following the post hydrodemolition survey.

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

Item (e) includes design, furnishing, installing, and removing of under deck hydrodemolition containment and removal of debris and water from containment in the event of a blow through.

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

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

00510.00 Scope – Add the following sentence to the end of this section:

Backfill work at Structure 09520 consists of filling the void under the Bent 5 right wingwall with CLSM.

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.

00510.04(b) Atypical Shoring Systems – Replace the paragraph that begins “Shoring systems that are not on the list...” with the following paragraph:

Shoring systems that are not on the list of Shoring types published in Section 16.2.4.2 of the ODOT GDM are considered atypical Shoring systems. If proposing an atypical Shoring system, submit stamped Working Drawings according to 00150.35. The review and response time allowed for the Agency to return the Working Drawings will be 120 Calendar Days. The submittal of calculations and other data must satisfy the requirements of the Specifications and include sufficient detail and explanation of the design for the Agency to process and comment on the Working Drawings. If the Engineer requests additional information or explanation related to the review of the atypical Shoring system the Engineer may restart the 120-Calendar Day review period.

Add the following Subsection:

00510.14 Controlled Low Strength Material – Furnish CLSM meeting the requirements of Section 00442.

Add the following Subsection:

00510.80(e) Controlled Low Strength Material – No measurement of quantities will be made for CLSM Work performed under this Section.

00510.90(d) Granular Wall/Structure Backfill – Add the following Pay Item to the Pay Item list:

Pay Item	Unit of Measurement
(c) CLSM Fill.....	Lump Sum

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.

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.

00530.80(a) Lump Sum - Add the following to the end of this subsection:

The estimated quantity for uncoated reinforcement in pounds is:

Structure Number	Grade 60
09520	187
-	-

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 _____	Lump Sum or Pound
(b) Reinforcement, ASTM A1035 _____	Lump Sum or Pound
(c) Coated Reinforcement, Grade _____	Lump Sum or Pound
(d) Coated Reinforcement, ASTM A1035 _____	Lump Sum or Pound
(e) Stainless Steel Reinforcement, Grade _____,	Lump Sum or Pound
(f) Welded Wire Reinforcement, Grade _____	Lump Sum or Pound

In items (a), (c), (e), and (f) the grade of reinforcement will be inserted in the blank.

In items (b) and (d) the ASTM chromium content, "CS", "CM", or "CL" will be inserted in the blank.

Item (a) and (b) include fabricating and placing uncoated reinforcement as specified.

Item (c) and (d) include placing epoxy coated reinforcement as specified.

Item (e) includes fabricating and placing stainless steel reinforcement as specified.

Item (f) includes fabricating and placing welded wire reinforcement as specified.

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.

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 00535 - POST-INSTALLED ANCHOR SYSTEMS

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

00535.01 Required Submittals - Add the following to the end of the subsection:

Submit the anchor system manufacturer's installation instructions at least 21 Calendar Days before installation.

00535.40 Construction - Replace the paragraph that begins "Install the anchor system according ..." with the following paragraph:

Install the anchor system according to the manufacturer's installation instructions and to the embedment depths shown.

00535.40(a) General - Replace the paragraph that begins "Clean holes with a nonmetallic..." with the following paragraph:

Drill and clean holes according to the manufacturer's installation instructions. Protect drilled and cleaned holes from contamination. If a drilled hole becomes contaminated, as determined by the Engineer, re-clean the hole.

Add the following subsection:

00535.45(c) Anchor Test Summary - Test the installed anchors according to Table 00535-2 and Section 00165.

Table 00535-2

Str. #	Sheet #	Anchor System (Mech/Resin)	Anchor Type (bolt/rebar)	Anchor Size	Anchor Grade	Anchor Sustained Tension (yes/no)	Demo. Test (yes/no)	Prod. Test (yes/no)
09520	JA05	Resin	Rebar	#4	60 ksi	no	yes	no
09521/A	JB04	Resin	Bolt	5/8"	-	no	yes	no

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

SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications modified as follows:

Add the following subsection:

00540.10(a) Pigmented Sealer - Furnish a semi-opaque, or opaque, 100% acrylic or acrylic co-polymer resin concrete sealer meeting the following requirements:

Property	Test Method	Requirement
UV Resistance	ASTM D5894	5000 hour exposure
Wind Driven Rain Resistance	ASTM D6904 reference FED TT-P-555B	No visible leaks
Permeance	ASTM E96/E96M or ASTM D1653	Minimum 10 perms
Fungal Growth	FED STD 141	No fungal growth after 21 Days

Provide colors and color samples as shown or directed. Furnish a sealer designated for vertical application when applied to walls. When applied to structures with soffits or overhangs, furnish a sealer that is designated for vertical and overhead application.

Furnish pigmented sealer color that conforms to the following colors:

Light Gray, conforming to SAE AMS-STD-595C color #36375.

Dark Gray, conforming to SAE AMS-STD-595C color #36176.

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.

00540.50(d) Deck Sidewalk and Curb Ramp Finish - Replace this subsection, except for the subsection number and title, with the following:

Finish concrete surfaces on pedestrian facilities including but not limited to sidewalks, curb ramps and pedestrian structures that contain a Pedestrian Accessible Route according to 00759.50.

00540.51(b) Curing Concrete Bridge Decks – Replace the bullet that begins “Maintain a continuous water...” with the following bullet:

- Except for HPC(IC), maintain a continuous water cure of the concrete surface for 14 Days. For HPC(IC), maintain a continuous water cure of the concrete surface for 7 Days.

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.

00540.53(d) Concrete Coating – Replace the paragraph that begins “Apply either a concrete paint...” with the following paragraph:

Apply either a concrete paint or a pigmented sealer as shown or specified. Where a Class 1 or Class 2 surface finish is shown, apply a concrete paint unless specified or shown otherwise.

00540.53(d)(2) Penetrating Concrete Stain or Sealer - Replace this subsection with the following subsection:

00540.53(d)(2) Pigmented Sealer - Prepare concrete surfaces and apply 2 coats of the pigmented sealer according to the manufacturer’s recommendations. Follow all recommended curing schedules for newly placed concrete prior to application and for recoat or repair. Monitor and follow all environmental limitations as published by the manufacturer during application, and curing.

00540.80(a)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of concrete is:

Bridge No. 09520

Type and Class	Quantity (Cu. Yd.)
General Structural Concrete, Class 4000	1.2

00540.80(b) Sawcut Texturing - Replace this subsection with the following subsection:

00540.80(b) Surface Texturing - The quantities of surface texturing will be measured on the area basis and will be the area of each bridge deck or approach slab as shown, less 16 inches along each curb and 6 inches from joint blockouts and bridge ends. Field measurement of surface texturing will not be made.

00540.90 Payment – Replace the Pay Item Sawcut Texturing with the following Pay Item:

Pay Item	Unit of Measurement
(d) Surface Texturing	Square Yard

SECTION 00559 - STRUCTURAL CONCRETE OVERLAYS

Comply with Section 00559 of the Standard Specifications modified as follows:

00559.11 Class of Concrete - Replace this subsection, except for the subsection number and title, with the following:

Furnish class HPC(IC)4500 - 3/4 inch according to Section 02001 unless otherwise shown.

00559.41 Surface Preparation - Replace this subsection, except for the subsection number and title, with the following:

Perform surface preparation according to Section 00505.

00559.43(c)(3) Placing - Add the following sentence to the end of the paragraph that begins "After the deck surface..."

A grout coat is not required on decks prepared with hydrodemolition.

00559.60 Protection of Concrete – Replace the bullet that begins "The concrete attains a compressive strength..." with the following bullet:

- The concrete attains a compressive strength of at least 3000 psi as determined by testing at least three cylinders cured according to AASHTO R 100 (field cure) and tested according to AASHTO T 22. The maturity method, AASHTO T 325, may be used to estimate concrete strength for opening Pavement to construction traffic. Install at least two maturity thermocouples for each Day's placement in areas where the maturity method will be used for early opening. Install the thermocouples near the Day's final placement for areas being evaluated for early opening. When the maturity method is used, the Engineer may verify the maturity method with strength specimens. Establish a new strength-maturity relationship if strength specimens deviate more than 10 percent from the maturity-estimated strengths. Suspend use of the maturity method for opening Pavements to traffic when the strength-maturity relationship deviates by more than 10 percent until a new strength maturity relationship is established.

00559.80(c) Sawcut Texturing - Replace this subsection with the following subsection:

00559.80(c) Surface Texturing - Surface texturing will be measured according to 00540.80.

00559.90 Payment – Delete the Pay Item Sawcut Texturing.

Add the following sentence to the end of this subsection:

Surface texturing will be paid for according to 00540.90.

SECTION 00575 - SNOWPLOW DEFLECTORS

Section 00575 is not a Standard Specification and is included in this Project by Special Provision.

Description

00575.00 Scope - This Work consists of furnishing and installing snowplow deflectors as shown.

Materials

00575.10 Materials – Furnish snowplow deflectors made from glass fiber reinforced acetal copolymer plates according to ASTM D6778, or Noryl GFN3, 30% glass fiber. Furnish Materials according to the requirements shown in the following tables:

**Table 00575-1
Glass Fiber Reinforced Acetal Copolymer Plates**

Quality characteristic	Test method	Requirement
Glass fiber (% , min)	--	30
Density (pcf, min)	ASTM D792	94
Tensile strength, ultimate (psi, min)	ASTM D638	15,000
Tensile modulus (psi, min)	ASTM D638	1x10 ⁶
Elongation at break (% , max)	ASTM D638	3
Flexural Strength (psi, min)	ASTM D790	20,000
Flexural Modulus (psi, min)	ASTM D790	0.90 x 10 ⁶

**Table 00575-2
Noryl GFN3, 30% glass fiber**

Quality characteristic	Test method	Requirement
Glass fiber (% , min)	--	30
Tensile strength, ultimate (psi, min)	ASTM D638	15,000
Elongation at break (% , max)	ASTM D638	5
Flexural Strength (psi, min)	ASTM D790	20,000
Flexural Modulus (psi, min)	ASTM D790	0.90 x 10 ⁶

Construction

00575.40 General - Install snowplow deflectors as shown and according to the manufacturer's recommendations.

Measurement

00575.80 Measurement – The quantities of snowplow deflectors will be measured on the unit basis.

Payment

00575.90 Payment – The accepted quantities of snowplow deflectors will be paid for at the Contract unit price, per each, for the item "Snowplow Deflectors".

The Work includes anchorage, anchorage installation, hardware and sealant required for deflector installation.

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

SECTION 00582 - BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications.

SECTION 00584 - ELASTOMERIC CONCRETE NOSING

Comply with Section 00584 of the Standard Specifications modified as follows:

00584.00 Scope - Add the following paragraph to the end of this subsection:

This Work also includes the replacement of existing elastomeric concrete nosing as shown and specified.

00584.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Work performed under this Section will be measured according to the following:

(a) Elastomeric Concrete Nosing Material - Elastomeric concrete nosing Material will be measured on the volume basis for Material placed in the nosing. When using a mobile mixer, the quantities will be determined by converting the weight identified on the mixer's automatic metering device to volume, using the manufacturer's published unit weight and yield factor. When hand batching, the quantities will be determined based on volumes calculated by batch weights and published unit weights of the Material. If placed monolithically with a premixed polymer concrete overlay, the volume will be calculated by multiplying the average depth of the nosing by the measured area.

(b) Constructing Elastomeric Concrete Nosing - Constructing elastomeric concrete nosing will be measured on the area basis. The length will be determined by measuring from face of curb to face of curb along the centerline of the joint. The width will be determined by measuring to the outer limits of the installed Material perpendicular to the joint. Subtract the area of the joint opening from the area calculation.

Joint seal Material will be measured according to 00585.80.

00584.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Elastomeric Concrete Nosing Material	Cubic Foot
(b) Constructing Elastomeric Concrete Nosing	Square Foot

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.

Joint seal Material will be paid for according to 00585.90.

No separate or additional payment will be made for providing the manufacturer's representative.

SECTION 00585 - EXPANSION JOINTS

Comply with Section 00585 of the Standard Specifications modified as follows:

00585.01 Definitions – Replace the paragraph that begins “Filled Joint...” with the following paragraph:

Filled Joint - A joint using a preformed joint filler placed prior to concrete pour. Hot applied joint sealant or poured joint seal may be placed on top of the joint filler.

Add the following paragraph after the paragraph that begins “**Filled Joint...**”

Hot Applied Joint Seal - A joint filled with hot applied, single component sealant.

00585.02(b) Personnel Qualifications - Replace this subsection, except for the subsection number and title, with the following:

At the pre-construction conference, submit the following:

- Joint installer personnel certifications(s) from the manufacturer affirming that the installers have been trained in application methods of Materials and health and safety to install Closed Joints as detailed.
- A letter from the manufacturer affirming that the technical representative is qualified to provide technical assistance regarding expansion joint installation.

00585.10 Materials – Add the following Material to the Material list:

Portland Cement Concrete Repair Material..... 02015

00585.11 Concrete for Blockout Opening – Replace this subsection with the following subsection:

00585.11 Material for Blockout Opening - Fill blockout openings with the same class and type of concrete used in the deck, unless otherwise shown.

For joint surface reconstruction, fill openings with Material as shown or specified. If not shown, fill openings with one of the following Materials:

- Structural polymer concrete with a minimum compressive strength of 10 ksi, a minimum tensile strength of 1 ksi, and a minimum modulus of elasticity of 2,500 ksi.
- High early strength concrete (HESC), Class HESC4000 – 3/4 inch, designed according to Section 02001. Incorporate the following:
 - Rapid hardening hydraulic cement meeting the requirements of Section 02011.
 - Aggregate meeting the requirements of Section 02690.
 - Macro fibers meeting the requirements of 02045.20.
- Portland cement concrete repair materials meeting the requirements of Section 02015.

00585.30(b) Expansion Joint Seal Manufacturer’s Representative - Replace this subsection with the following subsection:

00585.30(b) Expansion Joint Seal Manufacturer’s Technical Representative - Provide a manufacturer’s technical representative during the Work. Prior to beginning the Work, discuss with the representative regarding the Work to be done, methods of installation, installation procedures, and required Equipment to assure correct expansion joint installation. Ensure the manufacturer’s technical representative remains available for consultation until the completion and acceptance of the Work. For strip seals, the manufacturer’s technical representative is required to be on-site during the Work.

00585.42(c) Joint Preparation - Replace the paragraph that begins "For joint replacement, remove..." with the following paragraph:

For joint replacement, remove joint material from existing joints and clean the existing joints full depth and full width as directed by the Engineer. If existing joint surfaces have spalled, cracked, or deteriorated concrete, repair as shown or directed to provide a uniform and smooth surface. Unless otherwise shown or directed, epoxy inject cracks according to Section 00538 and repair surfaces using an approved PCC repair material.

00585.43 Armored Corners – Replace the title of this subsection with “**Armored Corners and Edgebeam**”

Replace the paragraph that begins "Provide joint corner armoring ..." with the following paragraph:

Provide joint corner armoring or edgebeam with anchors as shown or specified, and according to the following:

00585.43(a) Tolerance - Replace the paragraph that begins "Install armored corners that are straight..." with the following paragraph:

Install armored corners or edgebeams that are straight and do not deviate from a true line by more than 1/4 inch horizontal and 1/8 inch vertical over the length of the joint, nor more than 1/16 inch in either direction from a 12-foot straightedge.

00585.43(b) Installation - Replace the paragraph that begins "Furnish armored corners in the longest ..." with the following paragraph:

Furnish armored corners or edgebeams in the longest practical length as controlled by transportation and installation.

Replace the paragraph that begins "For new construction, install armored ..." with the following paragraph:

For new construction, install armored corners or edgebeams with anchors in preformed blockouts at least 14 Days after the deck is cast with the joint opening as shown. Support the armored corners or edgebeams securely in position before placing concrete in the joint blockout. Install the preformed seal at least 7 Days after the concrete blockouts have been cast and after the deck concrete reaches 3,000 psi.

00585.47 Strip Seal - Replace the bullet that begins "Use steel retainers acting ..." with the following bullet:

- Use steel retainers acting as the edgebeams according to 00585.43.

00585.50 Control Joint - Replace this subsection, except for the subsection number and title, with the following:

Construct Control Joints as shown. If details of the Control Joint are not shown, sawcut the surface 1 1/2 inches deep and 1/2 inch wide. Flush the sawcut thoroughly with a high-pressure water stream after the cut has been made. Before the cut dries out, blow it free of water and debris with compressed air. Fill the sawcut joint with a hot applied joint sealant from the QPL.

Add the following subsection:

00585.51 Hot Applied Joint Seal Replacement - Remove existing hot applied joint sealant from joint. Clean and repair joint surfaces and edges. Install hot applied joint sealant from the QPL and according to the manufacturer's recommendations.

Add the following subsection:

00585.52 Joint for Sidewalk, Multi-Use Path, or Other Facility Intended for Pedestrian Travel - Provide an expansion joint seal having a firm, stable, and slip resistant top surface, not more than 3/8 inch below finished surface.

For joint seals installed greater than 1/4 inch below finished surface, bevel the joint surface corners with a Slope not steeper than 1V:2H.

For Precompressed Foam Silicone Joint Seals, provide a joint seal having at least double width of the seal designed for the joint size. Install the joint seal according to the manufacturer's recommendations.

For joint openings 3 inches or wider, design and detail a steel cover plate for facilities with a Pedestrian Accessible Route, Temporary Pedestrian Accessible Route, Multi -Use Path, or other structures intended for pedestrian travel. Hot-dip galvanize the steel plate and provide a slip-resistant surface or coating. Limit the elevation change between the steel plate and deck surface with a vertical face to 1/4 inch not to exceed 1/2 inch. When the elevation change is greater than 1/4 inch, bevel the steel plate corners to a Slope not steeper than 1V:2H.

00585.80 Measurement - Replace the paragraph that begins "No measurement of ..." with the following paragraph:

No measurement of quantities will be made for joints , gland replacement for strip seals, or joint surface reconstruction. Estimated quantities of joints, gland replacement, and joint surface reconstruction are listed below. The listed quantities are based on the theoretical horizontal length from gutter line to gutter line.

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Add the following to the end of the subsection:

The estimated quantities of joints are:

Structure	Joint Type	Quantity (Foot)
Bridge No. 09520	Hot Applied Joint Seal Replacement	144
Bridge No. 09520A	Hot Applied Joint Seal Replacement	112
Bridge No. 09521	Precompressed Foam Silicone Joint Seal	94
	Hot Applied Joint Seal Replacement	105
Bridge No. 09521A	Precompressed Foam Silicone Joint Seal	97
	Hot Applied Joint Seal Replacement	105

00585.90 Payment - Replace Pay Item (h) with the following Pay Item:

(h) Hot Applied Joint Seal Replacement..... Lump Sum

Add the following two paragraphs after the paragraph that begins “In item (d), the....”:

Item (g) includes sawcutting and hot applied joint sealant.

Item (h) includes removing existing seal material, cleaning joint, repairing joint surfaces and edges, and installing hot applied joint sealant.

Add the following four paragraphs after the paragraph that begins “Payment will be payment....”:

Elastomeric concrete nosing incorporated in the Work will be paid for according to 00584.90.

Payment for steel reinforcing will be paid for according to 00530.90.

Payment for concrete will be paid for according to 00540.90.

Modification to existing gland retainer edgebeam or expansion joint type change will be paid for according to 00195.20.

In the paragraph that begins "No separate or additional payment...", replace the bullet beginning with “elastomeric concrete ...” with the following bullet:

- structural patching material used to provide a smooth contact surface with joint seals, to provide a plane surface on which to place the steel bridging plate, or to make level surfaces between joint.

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In the paragraph that begins "No separate or additional payment...", add the following bullet to the end of the bullet list:

- Furnishing and installing hot-dip galvanized steel cover plate with slip-resistant surface or coating for facilities with a Pedestrian Access Route.

SECTION 00599 - CONCRETE SLOPE PAVING

Comply with Section 00599 of the Standard Specifications.

SECTION 00610 - RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00745.51.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base Aggregate shall be either 1" - 0 or 3/4" - 0 size.

Add the following subsection:

00641.46 Small, Irregular Areas – Haul, place, shape and compact small irregular areas according to 00640.41 through 00640.43. A small or irregular area is outside of the Traveled Way and requires no more than 5 Tons of Aggregate Base or as otherwise approved by the Engineer.

In areas not accessible to the Equipment specified in 00641.24, use a weighted roller, vibratory plate compactor, tamping rammer compactor, or other approved Equipment suitable for the area as approved by the Engineer.

SECTION 00705 - EMULSIFIED ASPHALT PRIME COAT AND EMULSIFIED ASPHALT FOG COAT

Comply with Section 00705 of the Standard Specifications modified as follows:

00705.11(c) Fog Coat - Replace the paragraph that begins "Provide CSS-1..." with the following paragraph:

Provide CSS-1, CSS-1h, HFRS-P1, CMS-2RA, or HFMS-2RA emulsified asphalt for the fog coat.

00705.40 Season and Weather Limitations - Replace the title of this subsection with "Weather Limitations".

00705.80 Measurement - Add the following to the end of the subsection:

If Emulsified Asphalt is diluted by the asphalt supplier prior to delivery, the quantity measured will be reduced to exclude the weight of the added water.

Measurement for Emulsified Asphalt will not include water added as allowed in 00705.11(c).

00705.90 Payment - Delete the sentence beginning "Item (b) includes water...".

Replace the sentence that begins "Payment will be payment..." with the following sentence:

Payment will be payment in full for furnishing all Materials, mixing Emulsified Asphalt with water, placing all Materials and for furnishing all Equipment labor, and incidentals necessary to complete the Work as specified.

Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for water added prior to delivery by the Supplier or for water added to dilute the Emulsified Asphalt fog coat by the Contractor after delivery from the Supplier.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt – Replace the sentence that begins "Furnish CSS-1, CSS-1h..." with the following sentence:

Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, HFMS-2 or HPTC as selected by the Contractor.

Replace the paragraph that begins “Dilution of the tack coat ...” with the following paragraph:

Except for HPTC, dilution of the tack coat material may be allowed to a maximum 1:1 ratio. Determine the proportion of water to be added to the Emulsified Asphalt. Do not dilute the Emulsified Asphalt until the Engineer approves the dilution ratio. Add the water to the Emulsified Asphalt and mix according to the asphalt Supplier. For HPTC, dilution of the tack coat material is allowed only by the asphalt Supplier at a ratio meeting the requirements of ODOT's publication *Standard Specifications for Asphalt Materials*.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 9.8 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00738 - SAFETY EDGE

Comply with Section 00738 of the Standard Specifications.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

00745.11(b) Asphalt Cement Additives - Delete the bullet that begins “Anti-stripping asphalt cement...”

Add the following subsection:

00745.11(d) Aggregate Treatment - Latex Polymer - A latex polymer Aggregate treatment Material may be used to treat new crushed Aggregates instead of lime if Tensile Strength Ratio test results on the mixture with the latex polymer treatment at the JMF meet the minimum criteria in 00745.13(a).

(1) General:

- a.** Provide a system to automatically meter the latex emulsion at the proper rate and apply the emulsion uniformly to the Aggregate prior to the addition of the asphalt cement. Follow manufacturer's recommendations to set up, adjust, and calibrate the Equipment.
- b.** Demonstrate to the Engineer's satisfaction that the required application rate of latex solids is being met. If it is not, take corrective action. Document and notify the Engineer of the corrective action.

(2) Material - Use latex polymer emulsion concentrate meeting the following:

	Minimum	Maximum	Test Method
Solids Percent	65.0	–	ASTM D 1417
pH	9.0	11.0	ASTM D 1417
Brookfield Viscosity Spindle 3, 20 RPM, cPs	500	3000	ASTM D 1417

Provide a quality compliance certificate for the polymer latex emulsion concentrate to the Engineer according to 00165.35.

(3) Application Rate - Apply the latex emulsion to achieve a minimum of 0.75 pounds of latex solids per Ton of new Aggregate (0.0375%) for dense graded mixtures and a minimum of 0.50 pounds of latex solids per Ton of Aggregate (0.025%) for open-graded mixtures. Higher application rates may be required to meet minimum TSR limits. Determine application rate during mix design testing.

(4) Treatment During ACP Production:

- a. Adjust Aggregate moisture content to meet the manufacturer's recommendation for emulsion application. Apply the latex emulsion at the minimum rate specified above or at a higher rate if TSR testing indicates a higher rate is required.
- b. Apply the latex emulsion to the Aggregate just prior to entry into dryer drum. Mix Aggregate with the emulsion in a pugmill or in the dryer drum prior to application of asphalt cement. Heat Aggregates to at least 250 °F after treatment and prior to addition of asphalt cement.

Add the following subsection:

00745.11(e) Liquid Anti-Stripping Additive - An asphalt cement liquid anti-stripping additive (LASA) may be used instead of lime treatment of Aggregate.

(1) General - For LASA to be considered for use, meet the following criteria:

- Be designated as an asphalt anti-strip additive, with test results posted on the Warm Mix Asphalt Technologies category on the *AASHTO Product Evaluation and Audit Solutions (APEAS)* website.
- APEAS test results indicate an increase of 10 percent or greater in TSR (AASHTO T 283) performed on durable Aggregate, not limestone.
- Be approved for use by another State DOT as an anti-stripping additive.

If a product meets these criteria, it may be used in the JMF development according to the *ODOT Contractor Mix Design Guidelines for Asphalt Concrete*. The standard addition rate of LASA for the JMF is the rate used in the APEAS testing. If no rate is published, the minimum rate will be 0.5% of the virgin binder. If the APEAS published rates are 0.5% of total binder or higher, the minimum rate may be reduced to 0.5% of the virgin binder.

Approval of the JMF is also dependent on Hamburg wheel-track testing results conducted at the ODOT Central Materials Laboratory. When tested according to AASHTO T 324 for 20,000 passes at a test temperature of 50 °C the minimum requirements are:

- Rut depth (Level 4 wearing Course).....5mm max.
- Rut depth (All others).....7mm max.
- Stripping inflection point (All levels)..... none

(2) Addition to Asphalt Cement - Blend the LASA at the asphalt terminal prior to delivery to the mixing plant. Use LASA compatible with the asphalt cement. Comply with all asphalt cement requirements for the blended product. Do not change the LASA addition rate without prior approval from the Engineer.

(3) Field Testing During Production - At the Agency’s discretion, production mixture may be tested at the Central Materials Laboratory. Failure to meet the criteria listed above may require a change in addition rate, a change of approved LASA, or lime-treatment of Aggregate to continue production.

00745.13 Job Mix Formula Requirements - Replace the paragraph that begins "Do not begin production of ACP for use..." with the following paragraph:

Do not begin production of ACP for use on the Project until the JMF is reviewed by the Engineer and written consent is provided to proceed. The JMF proposed for use on the Project will be evaluated based on the criteria identified in 00745.13(a) and 00745.13(b) and the latest *ODOT Contractor Mix Design Guidelines for Asphalt Concrete*. A new JMF is required if the asphalt cement source or grade, any additives, or the source of the Aggregate change during production. A change in the source of asphalt cement requires a new passing TSR.

00745.40 Season and Temperature Limitations - Add the following sentence after the sentence that begins “Temporary...”:

Permanent Crossovers 40 °F All Year** 3/15 10/31 All Year**

00745.47(a)(2) Wearing Course - Replace this subsection, except for the subsection number and title, with the following:

Construct longitudinal joints six inches from permanent lane markings, or as shown or directed.

00745.48(c) Bridge Deck Overlays - Replace the paragraph that begins "Saw cut the wearing Course of Pavement ..." with the following paragraph:

Sawcut the wearing or base Course of Pavement directly over the joints in bridge decks, bridge end joints and end Panel end joints as soon as practical but within 48 hours of paving each stage of the wearing or base Course, unless otherwise directed. Saw the cut 3/8 inch wide, \pm 1/8 inch, by 1/2 inch less than the thickness of the Panel of Pavement depth or 1 1/2 inches deep, whichever is less.

Add the following subsection:

00745.51 Opening Sections to Traffic - Schedule Work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

00745.80 Measurement - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of Aggregates having a specific gravity of 2.75.

00745.90 Payment -

In the paragraph that begins "No separate or additional payment...", add the following bullet to the end of the bullet list:

- Aggregate treatment - latex polymer

In the paragraph that begins "No separate or additional payment...", add the following bullet to the end of the bullet list:

- liquid anti-stripping asphalt cement additives

SECTION 00746 - CRACK SEALING FLEXIBLE PAVEMENTS

Comply with Section 00746 of the Standard Specifications.

SECTION 00755 - CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

Comply with Section 00755 of the Standard Specifications modified as follows:

00755.11 Classes of Concrete - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class HPC4500 – 1" or 1 1/2" concrete.

00755.16(d)(1) Random Sampling and Testing - Replace this subsection, except for the subsection number and title, with the following:

Obtain samples from each subplot on a random basis. Cast a minimum of 3 cylinders. Cast and cure the test specimens according to AASHTO R 100 in 6-inch x 12-inch single-use plastic molds and test at 28 Days according to AASHTO T 22.

00755.24 Concrete Saws - Replace this subsection, except for the subsection number and title, with the following:

Provide power driven concrete saws for sawing joints and as required for concrete pavement sawcut texturing, adequate in number of units and power to complete the sawing at the required rate. Also provide a standby saw on the Project Site.

Add the following subsection:

00755.27 Power Washers - Provide power washers that produce a minimum 2,500 psi pressure at the nozzle, with a fan pattern, and a minimum 4.5 gallons per minute capacity. When using power washers to produce a fog spray for curing, match the flow rates and pressures of the power washers with the fogging nozzles to produce an average droplet size of 3 mils, according to the nozzle manufacturer's recommendation.

00755.40 Weather Limitations - Replace the paragraph that begins "Coordinate all operations involved..." with the following paragraph:

Coordinate all operations involved in constructing the Pavement so the Work will result in a finished Pavement conforming to the Specifications regardless of the variations in weather, temperature and humidity under which the Work is allowed to proceed.

00755.49(b) Textured Finish - Replace this subsection, except for the subsection number and title, with the following:

Texture the concrete pavement surface by sawcutting according to 00540.50(c). Perform sawcutting on concrete no sooner than 14 Days after the concrete is placed.

00755.53 Curing Concrete - Replace this subsection, except for the subsection number and title, with the following:

Cure concrete according to 00540.51(a).

00755.60 Protection of Concrete - Replace the paragraph that begins "(b) The concrete attains a compressive..." with the following paragraph:

(b) The concrete attains a compressive strength of at least 70 percent of the specified 28 Day strength as determined by testing at least three cylinders cured according to AASHTO R 100 (field cure) and tested according to AASHTO T 22.

00755.80 Measurement - Replace the paragraph that begins "The quantities of terminal anchors..." with the following paragraph:

The quantities of terminal anchors, terminal expansion joints, and terminal expansion joint sleeper slab will be measured on the length basis, along the centerline of each anchor and joint as constructed.

Add the following paragraph to the end of this subsection:

The quantities of concrete pavement sawcut texturing will be measured on the area basis and will be the area of the concrete pavement saw cut texturing as constructed.

00755.90 Payment - Add the following pay item to the pay item list:

- (h) Terminal Expansion Joint Sleeper Slab Foot
- (i) Concrete Pavement Sawcut Texturing..... Square Yard

Replace the paragraph that begins "Item (g)..." with the following paragraph:
Item (g) includes the dowelled expansion joint.

Add the following paragraph to the end of this subsection:

Item (h) includes excavation for the terminal expansion joint sleeper slab.

SECTION 00758 - REINFORCED CONCRETE PAVEMENT REPAIR

Section 00758 is not a Standard Specification and is included in this Project by Special Provision.

Description

00758.00 Scope - This Work consists of sawcutting and removing existing concrete Pavement and constructing new reinforced and continuously reinforced Portland cement concrete Pavement repairs as shown and specified.

00758.01 Abbreviations:

HES - High Early Strength

00758.04 Pre-placement Conference - Hold a pre-placement conference with all supervisory personnel who are to be involved in the concrete Pavement repair Work at a mutually agreed time. Ensure the Engineer, concrete Supplier and other Subcontractors are represented. Discuss methods of accomplishing all phases of the concrete Pavement repair Work.

Materials

00758.10 Materials - Furnish Materials meeting the following requirements:

Bonding Agents	02070
Concrete	02001
Curing Materials.....	02050
Grouts.....	02080
Hot Poured Joint Filler	02440.30
Portland Cement Concrete Repair Material.....	02015
Prefomed Joint Fillers for Concrete.....	02440.10
Reinforcement	02510
Resin Bonded Anchor Systems.....	00535
Synthetic Macro Fiber Reinforcing	02045.20

00758.11 Classes of Concrete -

Furnish Class HPC4500 – 1” or 1 1/2” paving concrete.

00758.13 Concrete Mix Designs - Prepare and submit either new mix designs or current mix designs for each class of concrete required according to Section 02001.

00758.15 Quality Control - Provide quality control according to Section 00165, 00758.30, Section 02001, and the following:

(a) Concrete Mixture -

- Sample and test according to the MFTP.
- For all reinforced concrete Pavement repair, provide personnel according to 00758.30 to sample and test the mix for temperature, air content, slump, water-cementitious ratio, density and yield, from the first load of each placement, whenever there is a visible change in the slump of the concrete, and when a set of cylinders is obtained.
- If the results of any test are outside of the specification limits, stop the placement of the load. Correct the load or reject it and do not incorporate it into the work. Test subsequent loads before any further concrete placement. Correct the subsequent loads if any of the tests are still outside the specification limits. If the load cannot be corrected, reject it and do not incorporate it into the work. Testing of subsequent loads may return to the specified frequency when the test results from two consecutive loads are shown to meet the specification limits.

(b) Records - Deliver all batch tickets, water-cement ratio calculations, and all other records according to the MFTP.

00758.16 Acceptance of Concrete:

(a) **General** - Acceptance of concrete is based on the results of the Contractor's quality control testing according to Section 00165.

(b) **Aggregate** - Acceptance is based on the Contractor's quality control testing, if verified by the Agency according to Section 00165.

(1) **Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(2) **Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation is rejected by the Engineer unless non-specification material is removed from the stockpile. Do not add additional Material to the stockpile until enough non-specification Material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

(c) **Plastic Concrete** - Acceptance of the plastic concrete is based on the tests performed by the Contractor's QCT, according to the tolerances and limits of Section 02001.

(d) **Hardened Concrete** - Cast and cure the test cylinders according to AASHTO R 100 in single use plastic molds and test at 28 Days according to AASHTO T 22.

(1) **General** - For all classes of concrete, acceptance of hardened concrete is based on an analysis of compressive strength tests of cylinders cast by the QCT. Test cylinders at an ODOT certified laboratory.

(2) **Actual Strength Test Value (ASTV)** - The ASTV at 28 Days is the average compressive strength of the three cylinders tested.

(3) **Sampling and Testing** - Sample and test according to Section 00165 and the MFTP.

(4) **Acceptance** - Furnish Material with an ASTV that meets or exceeds the f'_c (specified strength) for the mix design. If a set of cylinders has an ASTV less than f'_c , the Engineer will review the results to determine if the concrete represented by the cylinders requires removal. In any case, concrete that has an ASTV of less than 85 percent of the specified strength requires removal unless otherwise authorized, in writing, by the Engineer. The cost of removal, replacement, and all related Work is the Contractor's responsibility, subject, if the concrete is allowed to remain in place, to a price adjustment according to 00150.25.

If an ASTV falls below the $f'c$, the Contractor may submit a written plan within 3 Days of the test for review by the Engineer. Provide a plan that outlines a proposed alternate method of evaluating compressive strength. Provide evidence that a reasonable $f'cr$ (over design) was maintained and that there is credible evidence (besides low strength) that warrants consideration of this option. If the Engineer determines that the compressive strength test results are suspect from definable external factors, the Engineer may allow an alternate method of acceptance.

00758.17 Spall Repair Material - For spall repair, furnish a PCC repair Material meeting the requirements of Section 02015 except do not use products that contain magnesium phosphate.

Equipment

00758.20 Batch Plant - Provide batch plants according to 02001.40.

00758.21 Mixers - Provide mixers according to 02001.40.

When Class HES concrete is required, mobile mixers may be used if the mixers conform to the following:

- The mixer is self-propelled and carries sufficient unmixed dry bulk cement, Sand, Coarse Aggregate, admixtures, and water to produce a minimum of 6 cubic yards of concrete on site.
- The mixer provides positive measurement of cement being introduced into the mix by meter or counter.
- The mixer provides positive control of the flow of water into the mixing chamber. Water flow is readily adjustable to provide for minor variations in aggregate moisture.
- Each mixer is calibrated to automatically proportion and blend all components according to the mix design on a continuous or intermittent basis as required by the placing operation.

Perform a calibration and yield test on each mixer prior to the first placement to accurately proportion the specified mix. Use a written calibration procedure from the mixer manufacturer, a procedure provided by the agency or other written procedure acceptable to the Agency. The calibration process may be witnessed by the Engineer. Provide the Engineer with information about the scheduled date, time and place for the calibration. Perform a new calibration when the source of Materials changes, when the mixer undergoes a major repair, or when requested by the Engineer.

00758.22 Hauling Equipment - Use truck mixers to transport concrete. Hauling equipment according to 02001.40.

00758.23 Paving Equipment - Provide paving Equipment according to the following:

- Able to vibrate, consolidate, and finish the slab to proper grade and Cross Section for the full width and depth of the concrete being placed.
- Capable of meeting the smoothness requirements.
- Approved by the Engineer.

00758.24 Concrete Saws - Provide power driven concrete saws for sawing joints, adequate in number of units and power to complete the sawing at the required rate. Also provide a standby saw on the Project Site. For sawing repair areas, provide specialized power driven concrete saws capable of sawing corners of the repair area through the bottom of the existing concrete Pavement section without cutting into adjacent concrete that is to remain in place. As an alternative to the specialized saw, provide a core drill for drilling corners of area to be removed.

00758.25 Smoothness Testing Equipment - Provide one 12-foot straightedge.

00758.26 Concrete Drills - Provide a drilling system consisting of drilling equipment and drilling supports that:

- Is capable of drilling holes of the required diameter and depth
- For dowels and tie bars, can produce holes parallel to the Pavement surface and parallel to the longitudinal joint within a tolerance of $\pm 1/8$ inch
- For dowels and tie bars, can provide hole alignments at mid-depth of PCC Pavement

Labor

00758.30 Quality Control Personnel - In addition to the certified technicians required in 02001.50, provide and designate an individual to be present at the placement site at all times during concrete placements and who is authorized and responsible for acceptance and rejection of Materials.

Construction

00758.40 Weather Limitations - Coordinate all operations involved in repairing the Pavement so the Work will result in a finished Pavement according to the Specifications regardless of the daily or seasonal variations in weather, temperature and humidity under when the Work is permitted to proceed.

Do not place PCC during periods of rain. Do not place PCC on frozen Bases. Stop placement when descending air temperature falls below 35 °F. Do not begin placement until the air temperature is 35 °F in the shade and rising and is forecast to remain above 35 °F.

Protect the Pavement from weather damage. Protect unhardened PCC from precipitation with protective material. When PCC is placed during cold weather and the air temperature is forecast to drop below 33 °F, prevent the concrete from freezing for a minimum of 7 Days after placement.

Remove and replace weather-damaged Pavement at no additional cost to the Agency.

00758.41 Preparation:

(a) Removal of Existing Pavement - Remove existing reinforced concrete Pavement full depth as shown or directed. Cut the reinforced concrete full depth with a concrete saw prior to removal. Remove concrete Pavement with Equipment approved by the Engineer in a manner that does not damage remaining Pavement and allows for specified connections. Saw corners of the repair area through the bottom of the existing concrete Pavement section without cutting into adjacent concrete that is to remain in place by using either a specialized saw or by coring only within the concrete to be removed. Rounded corners of the repair area due to the coring operation may remain in place. Repair damage to the existing Pavement due to the Contractor's operations, at no additional cost to the Agency, by extending the full depth repair to the satisfaction of the Engineer.

(c) Preparation of Base - Remove loose or damaged base material completely, leaving no loose base material. Compact and level base material to the satisfaction of the Engineer.

(d) Reinforced Bar Lap Area - After the existing Pavement is removed, lap the reinforcing steel to the existing reinforcing steel as shown.

(e) Spall Repair Areas - Sawcut the existing concrete Pavement to a nominal depth of 2 inches. Remove existing concrete within the perimeter of the sawcut to a depth of 2 inches or to sound concrete as determined by the Engineer. If jack hammers are used for removing Pavement, provide jackhammers that do not weigh more than 30 pounds, and if chipping hammers are used for removing Pavement, provide chipping hammers that do not weigh more than 15 pounds. Do not operate hammers at an angle greater than 45 degrees measured from the surface of the Pavement. Repair damage to the existing Pavement due to the Contractor's operations, at no additional cost to the Agency by extending the repair to the satisfaction of the Engineer.

(f) Preparation of Existing Concrete - After Pavement in repair areas is removed, sandblast all vertical surfaces of adjoining concrete. Before placement of concrete, blow clean the area with compressed air, dampen the area to be paved with a light application of water, and apply a coat of epoxy grout or bonding agent to all vertical surfaces. If grouted surfaces become dry before new concrete is placed, prepare the existing concrete again as specified.

00758.43 Placing Reinforcement:

(a) General - Place reinforcement as shown and specified. Lap splices according to Section 00530. The Contractor's Equipment hauling reinforcement to the site will not be permitted on the Subgrade or the Base Material.

Use reinforcement that is straight, clean, and free of scale or other matter that would interfere with its bonding to the concrete.

Place the reinforcement on transverse bar assemblies as shown. Do not use a tube feeder to place the rebar in plastic concrete mix.

(b) Deformed Bar Reinforcement - Tie or clip at every other transverse bar intersection, as a minimum, in a manner that does not allow for displacement. Tie or clip every lap splice as shown.

(c) Support Devices - Furnish support devices used to hold reinforcement in proper position in the concrete that:

- Hold the reinforcement within 1/2 inch of the vertical position shown.
- Consist of transverse bar assemblies.

Obtain approval of the proposed support devices before use. If concrete placement operations displace the reinforcement, stop production and place additional support devices.

(d) Tie Bars - Place tie bars required for joint contact at existing concrete Pavement by one of the following methods:

(1) Drill the hardened concrete section and then insert the tie bars as resin-bonded anchors according to Section 00535.

(2) Insert the tie bars into the plastic concrete before vibrating and finishing the concrete. The tie bars may be bent before insertion. Replace any loose tie bars according to 00758.43(d)(1) at no additional cost to the Agency.

(3) Use threaded mechanical splice couplers from the QPL, or approved equal. Submit splices for approval before using. Furnish rebar splices that are:

- Accompanied by manufacturer's quality compliance certificate according to 00165.35.
- Installed according to manufacturer's recommendations.

Tie bars are not required along the longitudinal joint for repairs less than 15 feet in length.

(e) Dowel Bars - Furnish smooth, round, epoxy coated dowel bars. Lubricate dowel bars with bond-breaking compound approved by the Engineer. Place dowels in supporting framework or support devices that hold dowels parallel with each other, parallel with the surface of the Pavement, and parallel with the centerline of the Roadway. Obtain approval of the proposed method of support prior to use. Place dowels with a maximum alignment tolerance of 5 degrees or 3/16 inch in the length of the dowel and within 3/8 inch of the center of the slab vertically.

Furnish dowel bar caps on the lubricated end of each dowel bar used in an expansion joint. Furnish dowel caps filled with a soft compressible Material with enough range of movement to allow complete closure of the expansion joint.

At existing concrete Pavement surfaces drill the existing concrete, insert and grout the dowel bars in place. Drill the holes large and deep enough to insert the dowel bars with adequate grout. Adjust hole locations to avoid damaging any existing reinforcement when drilling the holes. Blow the holes clean with compressed air before grouting. Center the bar in the hole for the full length of embedment before grouting. Pump the grout into the hole around the bar so the back of the hole is filled first. Do not allow blocking or shimming to impede the flow of the grout into the hole. If dams are needed, place them at the front of the holes to confine the grout. Place the dams to permit the escape of air without leaking grout. Do not remove dams until grout has cured in the hole.

00758.44 Handling, Measuring, and Batching Materials - Provide the plant site, layout, Equipment and provisions for transporting Material that is adequate to assure a continuous supply of Material to the Project Site.

(a) Aggregates - Stockpile and remove the Aggregate from stockpiles in a manner that holds segregation to a minimum.

Do not use Aggregates that become segregated, mixed with earth or foreign material, or contain lumps of hardened Material. Thaw frozen Aggregates or Aggregates containing frozen lumps before use.

(b) Batching - Batch Materials according to 02001.40.

00758.45 Mixing Concrete - Mix Materials according to 02001.40. For Projects requiring HES concrete, mobile mixers may be used.

00758.46 Placing Concrete:

(a) General - Perform the strike-off, consolidation, final floating and surface finishing according to the following:

- Vibrate throughout the concrete until it is uniformly consolidated. Do not segregate.
- Strike off the concrete with templates or screeds designed and manipulated to shape the concrete to the specified Cross Section between the forms, carrying a slight excess of concrete in front of the leading edge of templates or screeds at all times.
- Following the vibrating and strike-off operations, float the concrete. Include transverse floating or other smoothing and finishing actions as necessary. Check and correct the surface according to 00758.49. Keep the surface free from laitance, soupy mortar, marks or irregularities.
- Finish the surface according to 00758.49.

Correct all damage to the Subgrade or Base due to the Contractor's operations, at no additional cost to the Agency, to the satisfaction of the Engineer.

(b) One Lift - Place the concrete in final position in one lift so a minimum of finishing is necessary to provide a dense, homogenous Pavement conforming to true grades and Cross Sections.

(c) Provision for Joints and Other Devices - While placing concrete, make provision for constructing joints, placing dowels, tie bars, and other devices, as shown and directed, and according to 00758.43 and 00758.48.

(d) Reject Concrete Material - Reject concrete if it:

- Is not in place within 90 minutes after being mixed.
- Has begun to take an initial set before placement.

(e) Hand Operated Equipment - Use shovels to hand spread and distribute the concrete. Do not use rakes. Do not foul the concrete with foreign matter, or disturb joint devices during such operations. Provide hand operated mechanical vibrators satisfactory to the Engineer. Use the vibrators to consolidate the concrete Pavement at least 6 feet each side of construction and expansion joints and all other areas as directed.

(f) Illumination - During hours of darkness, adequately illuminate Work areas at no additional cost to the Agency.

00758.48 Joints:

(a) General - Furnish and construct contraction, expansion, or construction joints transverse or longitudinal as shown or directed. Extend all joints and joint filler to Pavement edges or to each other as applicable.

Construct all joints at right angles to the surface of the Pavement. Provide joints that do not vary from the specified or indicated line by more than 1/4 inch. Provide the tops of joint filler, when required, slightly, but not more than 1/8 inch, below and paralleling finished Pavement grade and Cross Section. Protect top edges of filler from damage by paving operations.

Construct all joints that contain preformed filler before the final floating and surface finishing of the concrete, unless otherwise directed.

(b) Longitudinal Joints - Construct contact type or weakened plane type longitudinal joints as shown.

(1) Longitudinal Contact Joints - Construct longitudinal contact joints when concrete is placed against hardened concrete, between strips of Pavement, or between a strip of Pavement and a concrete gutter.

(2) Longitudinal Weakened Plane Joints - Construct weakened plane joints by sawing to the depths and maximum width shown. To prevent uncontrolled cracking, saw longitudinal weakened plane joints at the earliest possible time following placement of the concrete without damaging the Pavement or joint. Saws may be single or tandem, as the Contractor elects, and be controlled by guides to true line. Restore curing agents broken or damaged by the sawing operations.

(c) Construction Joints - Construct construction joints when there is an interruption of 45 minutes in the concrete placing operations, or 10 minutes for Class HES concrete. Place construction joints no closer than 10 feet from the end of a repair or from an adjacent construction joint.

Furnish new concrete placed against construction joints that conform to the proportions and consistency of the previously placed concrete.

(1) Continuously Reinforced Concrete Pavement - Provide a self-supported working platform at each construction joint that is at least 4 feet wide and long enough to span the entire width of the Pavement Panel being constructed. Construct and support the platform so it does not rest upon or touch the reinforcing steel. Have the workers use this platform when working in the area around the construction joints. Do not walk on the reinforcing steel. Remove all debris and spilled concrete at and beyond the joint. Support the reinforcement as shown.

(2) Other Pavements - Unless otherwise shown, do not construct construction joints within 10 feet of a transverse joint. If sufficient concrete has not been mixed at the time of interruption to form a slab at least 10 feet long, remove the concrete back to the last joint and dispose of as directed.

00758.49 Surface Finishing - After the concrete has been given a preliminary finish, check the surface of the fresh concrete in the longitudinal and transverse direction with a 12-foot straightedge. Correct surface deviations more than allowed by 00758.56(a). Lap each successive check with the previous check path by at least half the length of the straightedge.

(a) Textured Finish - Upon completion of the machine floating, straightedge testing, edge tooling and, if necessary, hand floating, and before initial set of the surface concrete, give the surface of the concrete a textured finish.

Accomplish the textured finish with a steel-tine tool with 1/8-inch tines that will mark the finished concrete to a depth of 1/8 inch to 3/16 inch. Randomly space the markings from 1/2 inch to 1 1/4 inches as approved. Avoid overlaps of the texturing. Construct markings either perpendicular or parallel to the Roadway centerline to match the adjacent concrete Pavement textured finish.

With approval of the Engineer, an artificial turf or broom finish may be on roads to receive an overlay.

(b) Transverse Profile - Match the surface of the fresh concrete in the transverse direction to the surface of the existing concrete at the ends of the patch. Taper into existing Pavement ruts in the first and last 10 to 20 feet to provide a transverse surface finish for the remainder of the patch meeting the requirements of this section.

00758.52 Edge Tooling and Filling - Tool edges at transverse joints and longitudinal joints of new Pavement and clean joints of previously placed concrete to remove laitance and mortar resulting from finishing operations, and to provide clean rounded edges without ridges on the surface. Perform tooling of edges at construction joints to produce an edge radius that is less than or equal to 1/8 inch.

Fill all areas of minor honeycomb or other minor defect in composition of the concrete along the exposed sides of concrete with a stiff mortar of cement and Fine Aggregate, and apply to the moistened concrete to the satisfaction of the Engineer. Remove and replace areas showing serious defects in composition of the concrete with specified quality concrete for full panel width between longitudinal joints or edges, and for a length not less than 10 feet. Low spots exceeding 1/4 inch in depth, if in hardened concrete, may be filled with an epoxy grout, provided the filling is neat and blends inconspicuously with adjoining concrete. Prepare the area according to the grout manufacturer's recommendations.

00758.53 Curing Concrete - Immediately after the final floating, surface finishing and edging have been completed, and while the concrete surface is still moist, cover and cure the entire exposed surface of the newly placed concrete for at least 72 hours. If the Specifications require opening the lanes to traffic in less than 72 hours, remove curing covers just prior to opening to traffic. Use one of the following provisions:

(a) Liquid Membrane-Forming Compounds - Apply liquid membrane-forming compound uniformly to the concrete by pressure-spray methods at a rate of at least 1 gallon per 150 square feet. Mix the liquid membrane-forming compound thoroughly before and during use.

Liquid membrane-forming compounds are not allowed when asphalt concrete Pavement is to be placed on the new concrete.

(b) Other Coverings - Apply clear or white polyethylene film or insulated curing blankets as a waterproof and moisture-proof covering. Place the film or blankets beyond the edge of the repaired areas and weight to hold in position. Do not mar the concrete with the covering.

00758.54 Longitudinal Pavement Cracks - Remove and replace all patches that show longitudinal cracking or do not bond at no additional cost to the Agency.

00758.55 Spall Repair - In spalled areas, remove the existing Pavement according to 00758.41(e). Prepare the repair area according to 00758.41(f) and the PCC repair Material manufacturer's recommendations. Mix and place PCC patching Material according to the manufacturer's recommendation. Use shovels to hand spread and distribute the concrete. Do not use rakes. Do not contaminate the concrete with foreign matter.

00758.56 Surface Tolerance, Testing, and Correction - Provide the surface of finished Pavement that does not deviate from longitudinal and transverse smoothness more than the limits identified below. Perform straightedge testing under the supervision of the Engineer as soon as the hardness of the concrete permits.

(a) Straightedge Testing and Tolerance - Test Pavement surface longitudinal and transverse smoothness with a 12-foot straightedge. The extent of the testing is determined by the Engineer. Provide a Pavement surface that does not deviate from the straightedge at any point by more than 1/8 inch, except the transverse surface at the patch ends may vary as required in 00758.49(b).

(b) Correcting Deficiencies - Correct all segments that exceed the requirements of 00758.56(a) by one of the following methods:

(1) Remove the non-specification concrete Pavement as determined by the Engineer and replace with Specification concrete Pavement.

(2) Profile with an abrasive grinder equipped with a cutting head comprised of multiple diamond blades. Take care not to unnecessarily sacrifice concrete cover over the reinforcing steel.

Retest according to 00758.56(a). Perform all corrective Work at no additional cost to the Agency, including traffic control.

Maintenance

00758.60 Protection of Concrete - Repair or replace any part of the Pavement damaged by traffic or damaged from any other causes before its official acceptance, according to 00170.80. Do not operate construction Equipment or allow Public Traffic on newly placed concrete until all of the following requirements are met:

(a) The Contractor complies with 00150.60.

(b) The concrete attains a compressive strength of at least 2,500 psi as determined by testing at least two cylinders cured according to AASHTO R 100 (field cure) and tested according to AASHTO T 22.

(c) Approval is given by the Engineer before opening to traffic.

(d) The surface of the concrete is protected from scarring or abrasion and kept free of stones, loose mortar and other matter apt to be deleterious to the concrete in the paths of Equipment.

If a repair at a single location cannot be completed in one shift, the unfinished Work may be temporarily backfilled with rapid setting Controlled Low Strength Materials (CLSM). Limit the length of the temporary backfill to 10 feet and construct the backfill to prevent the corners from breaking under traffic. Do not open to traffic until the compressive strength of the CLSM is 100 psi, and do not allow traffic on temporarily backfilled Material for a total duration of more than 16 hours. Monitor the location while open to traffic and immediately backfill any potholes with cold patch.

00758.61 Protection of Shoulders - A portion of the Shoulder adjacent to the proposed patch may be removed as necessary to ensure proper forming at the edge or the patch. Prior to opening to traffic, replace the disturbed Shoulder area with Material types and thickness similar to the existing Shoulder. Compact and restore Shoulders to match the existing line and grade.

Measurement

00758.80 Measurement - The quantities of Work performed under this Section will be measured according to the following:

(a) Pavement Repair - Reinforced concrete and continuously reinforced concrete Pavement repair will be measured on the area basis and is determined by measuring the width and length of each separate repair. The width is the measured edge-to-edge width of the repair on the surface of the Pavement perpendicular to the centerline of the Roadway. The length is the measured length from end-to-end of the repair parallel to the centerline of the Roadway, including the length of the bar lap splices.

The measurement of extra thickness of Pavement, as shown or as ordered, is determined by conversion on a proportionate volume basis to an equivalent number of square yards of specified thickness Pavement.

(b) Spall Repair - Spall repair will be measured on the area basis and is determined by measuring the width and length of each separate repair. The width is the measured edge-to-edge width of the repair on the surface of the Pavement perpendicular to the centerline of the Roadway. The length is the measured length from end-to-end of the repair parallel to the centerline of the Roadway.

The measurement of extra thickness of Pavement, as shown or as ordered, is determined by conversion on a proportionate volume basis to an equivalent number of square yards of specified thickness Pavement.

(c) Pavement Repair at Joints - Pavement repairs at joints will be measured on the length basis.

Payment

00758.90 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) Continuously Reinforced Concrete Pavement Repair	Square Yard
(c) Spall Repair	Square Yard

Item (a) includes:

- Removing concrete Pavement;
- Preparing the cut edges;
- Reinforced bar laps; and
- Replacement of disturbed Shoulder according to 00758.61.

Item (c) includes removing concrete.

Sawcutting will be paid for according to Section 00310.

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

No separate or additional payment will be made for intermediate bar lap splices or CLSM necessary to accommodate staging or to reopen the Roadway to traffic.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

00810.90 Payment -

Add the following Pay Item to the Pay Item list:

Pay Item	Unit of Measurement
(m) Thrie Beam to W Beam Transition	Each

Add the following paragraph after the paragraph that begins "In Item (l), the type...":

Item (m) includes removing existing Symmetrical Thrie-Beam Guardrail Transition element and installing the Typical Thrie Beam Transition Element, reinstalling blocks, post bolts, reconnecting to the existing guardrail transition, adjusting all posts, rail elements, and all necessary appurtenances and hardware.

SECTION 00811 - CABLE BARRIER

Comply with Section 00811 of the Standard Specifications, modified as follows:

00811.10 Cable Barrier – Replace this subsection, except for the subsection number and title, with the following:

Use BRIFEN O-POST manufactured by Brifen USA as shown on the QPL.

SECTION 00830 - IMPACT ATTENUATORS

Comply with Section 00830 of the Standard Specifications as modified as follows.

00830.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish impact attenuators from the QPL and as specified. The following type of impact attenuator is allowed:

Valtir Energite III.

Furnish all hardware, epoxy resin, and miscellaneous items according to the manufacturer's recommendations.

SECTION 00842 - FACILITY IDENTIFICATION MARKERS

Comply with Section 00842 of the Standard Specifications.

SECTION 00856 - SURFACE MOUNTED TUBULAR MARKERS

Comply with Section 00856 of the Standard Specifications.

SECTION 00857 - RUMBLE STRIPS

Comply with Section 00857 of the Standard Specifications.

SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

Comply with Section 00866 of the Standard Specifications modified as follows:

00866.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item

Unit of Measurement

Method 1 (Extruded)

- (a) Hi-Build Paint, Extruded, _____ Foot
- (b) Hi-Build Paint, Extruded, Wet Weather, _____ Foot

Method 2 (Sprayed)

- (c) Plural Component, Sprayed, _____ Foot
- (d) Plural Component, Sprayed, Wet Weather, _____ Foot
- (e) Hi-Build Paint, Sprayed, _____ Foot
- (f) Hi-Build Paint, Sprayed, Wet Weather, _____ Foot

Method 1-2 (Extruded or Sprayed)

- (g) Hi-Build Paint, Extruded or Sprayed, _____ Foot
- (h) Hi-Build Paint, Extruded or Sprayed, Wet Weather, _____ Foot

The word "Surface" or "Grooved" will be inserted in the blank.

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

Payment for Work under this Section will be limited to 75 percent of the amount due until the Agency has received the signed Warranty.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- **Permanent Seeding:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Achillea millefolium 'Occidentalis (western yarrow)	0.1
Bromus marginatus (mountain brome)	7.2
Elymus glaucus (blue wildrye)	2.0
Eriophyllum lanatum (Oregon sunshine)	0.2
Festuca campestris (rough fescue)	2.5
Festuca idahoensis (Idaho fescue)	1.0
Leymus cinereus (Basin wildrye)	5.0
Poa secunda (Sandberg's bluegrass)	1.0
Pseudoroegneria spicata ssp. spicata (bluebunch wheatgrass)	15.0
Triticum aestivum x Secal cereal or equivalent (‘Quickguard’ sterile)	33.5

01030.42(b) Weed Control Inspections - Replace the paragraph that begins "Inspect the Project for new growth..." with the following paragraph:

Inspect the Project for new growth of specified weeds at least monthly and apply weed control measures as appropriate. This requirement may be waived by the Engineer during the period that weeds are fully dormant. To ensure satisfactory Weed removal, the last WMA inspection will occur at least 30 Days after growing has begun or as directed.

01030.61(b) All Other Seeding - Replace the bullet that begins "The seeding Establishment Period..." with the following bullet:

- The seeding Establishment Period will end 45 Days after the beginning of the Establishment Period, if the area was seeded within the seeding dates according to 01030.43, and all establishment responsibilities have been met.

Replace the bullet that begins "If the original seeding construction..." with the following bullet:

- If the original seeding construction is completed and accepted outside the permanent seeding dates, the Establishment Period will end 45 Calendar Days after all necessary reseeded 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 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.15(b)(1) Trial Batch Plastic Properties - Replace the test method that begins "AASHTO T 23..." with the following test method:

AASHTO R 100 or R 39³

02001.15(b)(2)(a) Compressive Strength Tests - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, cast and cure at least three test cylinders according to AASHTO R 100 or AASHTO R 39, in 6-inch by 12-inch or 4-inch by 8-inch single use plastic molds. The use of unbonded caps according to ASTM C1231 is permitted. Test at 28 Days according to AASHTO T 22.

02001.15(b)(2)(b) Flexural Strength Tests - Replace this subsection, except for the subsection number and title, with the following:

For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO R 100 or AASHTO R 39. Test flexural beams at 28 Days according to AASHTO T 97.

02001.15(b)(2)(c) Length Change Tests - Replace this subsection, except for the subsection number and title, with the following:

For all HPC mix designs, except for precast or prestressed elements, make at least three specimens from the trial batch for length change testing. Provide sample prisms that have a square, 4-inch by 4-inch Cross Section. Wet cure the samples until they have reached an age of 28 Days, including the period in the molds. Following the wet cure, air store and measure samples according to AASHTO T 160, Section 11.1.2 for 28 Days. Report length change results at total specimen age of 56 Days.

02001.15(b)(2)(d) Permeability Tests - Replace this subsection, except for the subsection number and title, with the following:

For alternate HPC mix designs, select from the following options:

- Make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 Days.
- Make at least two specimens from the trial batch for resistivity testing. Prepare, cure and test according to AASHTO T358 using the sealed conditioning method. Report resistivity in k Ω ·cm at 56 Days.

02001.20(e) Durability - Replace this subsection, except for the subsection number and title, with the following:

For HPC designs the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	AASHTO T 160	-0.045% ¹
Permeability	AASHTO T 277	1,000 Coulombs (max.) at 90 Days ²

¹ Not required for precast or prestressed elements.

² Only required for alternate HPC designs. See 02001.30(b)(2). A minimum resistivity of 37.0 kΩ·cm at 56 Days for 4x8 inch cylinders and 29 kΩ·cm at 56 Days for 6x12 inch cylinders are accepted as equal when tested according to AASHTO T 358 using the sealed conditioning method.

Add the following subsection:

02001.20(f) Internal Curing - For HPC(IC) concrete, internally cure the mixture according to the following:

- Substitute 350 lbs (SSD) LWFA for standard Fine Aggregate.

02001.30(a) Portland Cement - Replace this subsection, except for the subsection number and title, with the following:

For structural or paving concrete applications use cement according to 02010.10 or 02010.20, excluding Type III. Use Type III cement for precast prestressed concrete.

02001.30(b)(2) HPC Cementitious Composition - Replace this subsection, except for the subsection number and title, with the following:

Cement with SCM proportioned according to 02001.30(b)(1) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 Days when tested according to AASHTO T 277 or a minimum resistivity of 37.0 kΩ·cm at 56 Days for 4x8 inch cylinders and 29 kΩ·cm at 56 Days for 6x12 inch cylinders are accepted as equal when tested according to AASHTO T358 using the sealed conditioning method.

02001.30(f) Synthetic Fiber Reinforcing for Concrete - Replace this subsection, except for the subsection number and title, with the following:

Except for precast or prestressed elements, use synthetic fiber reinforcing from the QPL and according to Section 02045 in all HPC. Use synthetic fiber reinforcing according to the manufacturer's recommendations at the rate designated on the QPL. Fiber packaging is not allowed in the mixed concrete.

02001.40(b) Adjusting Concrete Proportions - Replace the bullet that begins "Large admixture dosage changes..." with the following bullet:

- Large admixture dosage changes, excluding adjustments for air entraining agents and Type A or D water reducers (± 25 oz/cubic yard).

02001.60(c) Hardened Concrete - Replace the paragraph that begins "Cast and cure test specimens ..." 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.

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 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.40 Polypropylene Pipe – Replace this subsection, except for the subsection number and title, with the following:

Furnish polypropylene pipe and fittings as follows:

(a) Non-Pressure Storm Sewers and Culverts - Furnish polypropylene pipe and fittings for non-pressure storm sewers and culverts from the QPL and meeting the following requirements:

- Dual Wall Pipe ASTM F2764, ASTM F2881,
or AASHTO M 330 Type S
- Triple Wall Pipe..... ASTM F2764 or AASHTO M 330 Type D
- Watertight JointsASTM D3212

(b) Non-Pressure Sanitary Sewers - Furnish polypropylene pipe and fittings for non-pressure sanitary sewers from the QPL and meeting the following requirements:

- Dual Wall Pipe ASTM F2764
- Triple Wall Pipe..... ASTM F2764
- Watertight JointsASTM D3212

SECTION 02510 - REINFORCEMENT

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

02510.11(c) Coated Reinforcement Ties and Supports - Delete this subsection.

02510.11(d) Epoxy Coating Repair - Delete this subsection.

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

Furnish mechanical splices from the QPL. Where bars of different sizes or strengths are connected, the strength of the smaller or weaker bar governs. Measure the total slip displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The maximum allowed displacement for bars up to No. 14 is 0.01 inches. and is 0.03 inches for No. 18 bar.

- **Type 1 Mechanical Splices** - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.
- **Type 2 Mechanical Splices** - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.

02510.30(d) Ties and Support - Delete this subsection.

02510.60 Wire Reinforcement - Replace this subsection with the following subsection:

02510.60 Ties and Supports - Provide tie wire and supports according to *CRSI Manual of Standard Practice*.

(a) Coated Reinforcement Ties and Supports – Provide nonmetallic coated ties and supports for coated reinforcement, including ties for coated-to-uncoated reinforcement connections.

(b) Uncoated Reinforcement Ties and Supports - Tie all mats of galvanized steel bars with galvanized ties. Provide precast concrete blocks with galvanized ties that support galvanized reinforcement.

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.11(a) Grading – Replace this subsection, except for the subsection number and title, with the following:

Provide open-graded Aggregate meeting the following grading requirements:

**Table 02630-2
Aggregate Gradation for Open-Graded Aggregate**

Sieve Size	Percent Passing (by Weight)
1"	100
3/4"	80 - 98
1/2"	60 - 85
3/8"	30 - 45
No. 100	0 - 6 (Dry Sieve)

02630.11(b) Fracture of Rounded Rock – Replace this subsection, except for the subsection number and title, with the following:

Determine fracture of rounded Rock according to AASHTO T 335. Provide Open-graded Aggregate meeting the following fracture requirements:

Percentage of Fracture (by Weight)
Material Retained on 3/4", 1/2", and 1/4" Sieves (two fractured faces) 90

SECTION 02690 – PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

Add the following subsection:

02690.50 Lightweight Fine Aggregate - Provide lightweight fine aggregate (LWFA) from the QPL. Maintain LWFA at or above saturated surface dry (SSD) condition by uniformly saturating and allowing drain down prior to batching and verify moisture condition by sampling and testing according to ODOT TM 249. Maintain the SSD condition during all batching operations.

END OF SPECIAL PROVISIONS

BID SCHEDULE

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**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15669 **PROJECT:** I-84: RIETH INTERCHANGE AND UMATILLA RIVER BRIDGES
PROJECT KEY: 22855 **ADDENDUM NO.:** 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE (IN FIGURES)	BID AMOUNT (IN FIGURES)
SECTION: 0001 TEMPORARY FEATURES AND APPURTENANCES				
0010	0210-0100000A MOBILIZATION	ALL LUMP SUM		
0020	0221-0100000A TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	ALL LUMP SUM		
0030	0222-0102000J TEMPORARY SIGNS	1,500.00 SQFT		
0040	0222-0162000E SEQUENTIAL ARROW SIGNS	4.00 EACH		
0050	0222-0164000E PORTABLE CHANGEABLE MESSAGE SIGNS	5.00 EACH		
0060	0222-0167500E RADAR SPEED TRAILER	2.00 EACH		
0070	0224-0105000E TEMPORARY BARRICADES, TYPE III	20.00 EACH		
0080	0224-0142000E SURFACE MOUNTED TUBULAR MARKERS	470.00 EACH		
0090	0224-0143000E REPLACE SURFACE MOUNTED TUBULAR MARKERS	50.00 EACH		
0100	0224-0145000E TEMPORARY PLASTIC DRUMS	680.00 EACH		
0110	0224-0147000E TEMPORARY DELINEATORS	160.00 EACH		
0120	0225-0153000F TEMPORARY STRIPING	92,168.00 FOOT		
0130	0225-0154000F STRIPE REMOVAL	184,670.00 FOOT		

**OREGON DEPARTMENT OF TRANSPORTATION
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ADDENDUM NO.: 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0140	0226-0126100F TEMPORARY BARRIER	1,800.00 FOOT		
0150	0226-0134000E TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM	4.00 EACH		
0160	0226-0137000E MOVING TEMPORARY IMPACT ATTENUATORS, NARROW SITE SYSTEM	2.00 EACH		
0170	0226-0138000E TEMPORARY IMPACT ATTENUATOR, TRUCK MOUNTED	2.00 EACH		
0180	0226-0141300E REPAIR TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM	1.00 EACH		
0190	0226-0141400E REPAIR TEMPORARY IMPACT ATTENUATOR, TRUCK MOUNTED	1.00 EACH		
0200	0230-0200000A CONSTRUCT AND REMOVE TEMPORARY ROADBED AND SURFACING	ALL LUMP SUM		
0210	0280-0100000A EROSION CONTROL	ALL LUMP SUM		
0220	0280-0106020E CHECK DAM, TYPE 2	10.00 EACH		
0230	0280-0110000A EROSION AND SEDIMENT CONTROL MANAGER	ALL LUMP SUM		
0240	0280-0114030E INLET PROTECTION, TYPE 3	22.00 EACH		
0250	0280-0115030F SEDIMENT BARRIER, TYPE 3	2,500.00 FOOT		
0260	0290-0100000A POLLUTION CONTROL PLAN	ALL LUMP SUM		

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ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0270	0290-0102000A WORK CONTAINMENT PLAN	ALL LUMP SUM		
0280	0294-0500000A LEAD COMPLIANCE PLAN	ALL LUMP SUM		

SECTION: 0002 ROADWORK

0290	0305-0100000A CONSTRUCTION SURVEY WORK	ALL LUMP SUM		
0300	0310-0106000A REMOVAL OF STRUCTURES AND OBSTRUCTIONS	ALL LUMP SUM		
0310	0310-0119110F ASPHALT PAVEMENT SAWCUTTING, LESS THAN 6 INCHES DEEP	5,000.00 FOOT		
0320	0310-0119210F CONCRETE SAWCUTTING, LESS THAN 6 INCHES DEEP	320.00 FOOT		
0330	0310-0119220F CONCRETE SAWCUTTING, 6 TO 14 INCHES DEEP	200.00 FOOT		
0340	0320-0100000A CLEARING AND GRUBBING	ALL LUMP SUM		
0350	0330-0102000K FOUNDATION EXCAVATION	200.00 CUYD		
0360	0330-0105000K GENERAL EXCAVATION	5,000.00 CUYD		
0370	0330-0126000K STONE EMBANKMENT	200.00 CUYD		
0380	0331-0106000J 12 INCH SUBGRADE STABILIZATION	200.00 SQYD		
0390	0334-0100000A PREPARATION OF SHOULDERS	ALL LUMP SUM		

**OREGON DEPARTMENT OF TRANSPORTATION
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ADDENDUM NO.: 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0400	0350-0100000J DRAINAGE GEOTEXTILE, TYPE 1	11,000.00 SQYD		
0410	0370-0100000A FINISHING ROADBEDS	ALL LUMP SUM		

SECTION: 0003 DRAINAGE AND SEWERS

0420	0415-0100000F MAINLINE VIDEO INSPECTION	606.00 FOOT		
0430	0445-010015AF 15 INCH CULVERT PIPE, 5 FT DEPTH	268.00 FOOT		
0440	0445-060016AF 16 INCH DUCTILE IRON PIPE, 5 FT DEPTH	338.00 FOOT		
0450	0460-0100000J PAVED CULVERT END SLOPES	130.00 SQFT		
0460	0470-0311000E CONCRETE INLETS, TYPE D	1.00 EACH		

SECTION: 0004 BRIDGE 09520

0470	0223-0170000E RAILROAD FLAGGER SERVICES	30.00 EACH		
0480	0255-0100000A BRIDGE JACKING AT BENT 1	ALL LUMP SUM		
0490	0501-0100000A BRIDGE REMOVAL WORK	ALL LUMP SUM		
0500	0505-0100000J CONCRETE DECK MICRO-MILLING, 1.375 INCH DEPTH	2,711.00 SQYD		
0510	0505-0102000J DEEP CUT HYDRODEMOLITION, 1 INCH DEPTH	2,711.00 SQYD		

**OREGON DEPARTMENT OF TRANSPORTATION
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ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0520	0530-0104000O REINFORCEMENT, GRADE 60	187.00 LB		
0530	0540-0312000K GENERAL STRUCTURAL CONCRETE, CLASS 4000	1.20 CUYD		
0540	0540-0401000J SURFACE TEXTURING	2,581.00 SQYD		
0550	0559-0300000K STRUCTURAL CONCRETE OVERLAY MATERIAL	188.00 CUYD		
0560	0559-0302000J CONSTRUCT STRUCTURAL CONCRETE OVERLAY	2,711.00 SQYD		
0570	0582-0020000E BEARING DEVICES, 14 INCH WIDE, 14 INCH LONG, 4.625 INCH THICK	7.00 EACH		
0580	0584-0103000C ELASTOMERIC CONCRETE NOSING MATERIAL	28.00 CUFT		
0590	0584-0104000J CONSTRUCTING ELASTOMERIC CONCRETE NOSING	168.00 SQFT		
0600	0585-0410000A HOT APPLIED JOINT SEAL REPLACEMENT	ALL LUMP SUM		
0610	0599-0100000J CONCRETE SLOPE PAVING	42.00 SQFT		
0620	0842-0401000E BRIDGE IDENTIFICATION MARKERS	4.00 EACH		
0630	1999-9Z90000A CLSM FILL	ALL LUMP SUM		
0640	1999-9Z90000A UNDER DECK HYDRODEMOLITION CONTAINMENT	ALL LUMP SUM		

SECTION: 0005 BRIDGE 09520A

**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15669

PROJECT: I-84: RIETH INTERCHANGE AND UMATILLA RIVER BRIDGES

PROJECT KEY: 22855

ADDENDUM NO.: 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0650	0223-0170000E RAILROAD FLAGGER SERVICES	30.00 EACH		
0660	0501-0100000A BRIDGE REMOVAL WORK	ALL LUMP SUM		
0670	0504-0100000J CLASS 2 PREPARATION	66.00 SQYD		
0680	0505-0100000J CONCRETE DECK MICRO-MILLING, 1.375 INCH DEPTH	2,119.00 SQYD		
0690	0505-0102000J DEEP CUT HYDRODEMOLITION, 1 INCH DEPTH	2,119.00 SQYD		
0700	0540-0401000J SURFACE TEXTURING	1,988.00 SQYD		
0710	0559-0300000K STRUCTURAL CONCRETE OVERLAY MATERIAL	147.00 CUYD		
0720	0559-0302000J CONSTRUCT STRUCTURAL CONCRETE OVERLAY	2,119.00 SQYD		
0730	0584-0103000C ELASTOMERIC CONCRETE NOSING MATERIAL	22.00 CUFT		
0740	0584-0104000J CONSTRUCTING ELASTOMERIC CONCRETE NOSING	131.00 SQFT		
0750	0585-0410000A HOT APPLIED JOINT SEAL REPLACEMENT	ALL LUMP SUM		
0760	0842-0401000E BRIDGE IDENTIFICATION MARKERS	4.00 EACH		
0770	1999-9Z90000A UNDER DECK HYDRODEMOLITION CONTAINMENT	ALL LUMP SUM		

SECTION: 0006 BRIDGE 09521

**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

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ADDENDUM NO.: 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0780	0501-0100000A BRIDGE REMOVAL WORK	ALL LUMP SUM		
0790	0505-0100000J CONCRETE DECK MICRO-MILLING, 1.375 INCH DEPTH	2,507.00 SQYD		
0800	0505-0102000J DEEP CUT HYDRODEMOLITION, 1 INCH DEPTH	2,507.00 SQYD		
0810	0540-0401000J SURFACE TEXTURING	2,351.00 SQYD		
0820	0559-0300000K STRUCTURAL CONCRETE OVERLAY MATERIAL	174.00 CUYD		
0830	0559-0302000J CONSTRUCT STRUCTURAL CONCRETE OVERLAY	2,507.00 SQYD		
0840	0584-0103000C ELASTOMERIC CONCRETE NOSING MATERIAL	58.00 CUFT		
0850	0584-0104000J CONSTRUCTING ELASTOMERIC CONCRETE NOSING	348.00 SQFT		
0860	0585-0215000A PRECOMPRESSED FOAM SILICONE JOINT SEAL	ALL LUMP SUM		
0870	0585-0410000A HOT APPLIED JOINT SEAL REPLACEMENT	ALL LUMP SUM		
0880	0842-0401000E BRIDGE IDENTIFICATION MARKERS	2.00 EACH		
0890	1999-9Z90000E SNOWPLOW DEFLECTORS	24.00 EACH		
SECTION: 0007 BRIDGE 09521A				
0900	0501-0100000A BRIDGE REMOVAL WORK	ALL LUMP SUM		

**OREGON DEPARTMENT OF TRANSPORTATION
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PROJECT KEY: 22855

ADDENDUM NO.: 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0910	0504-0100000J CLASS 2 PREPARATION	126.00 SQYD		
0920	0505-0100000J CONCRETE DECK MICRO-MILLING, 1.375 INCH DEPTH	3,107.00 SQYD		
0930	0505-0102000J DEEP CUT HYDRODEMOLITION, 1 INCH DEPTH	3,107.00 SQYD		
0940	0540-0401000J SURFACE TEXTURING	2,911.00 SQYD		
0950	0559-0300000K STRUCTURAL CONCRETE OVERLAY MATERIAL	216.00 CUYD		
0960	0559-0302000J CONSTRUCT STRUCTURAL CONCRETE OVERLAY	3,107.00 SQYD		
0970	0584-0103000C ELASTOMERIC CONCRETE NOSING MATERIAL	59.00 CUFT		
0980	0584-0104000J CONSTRUCTING ELASTOMERIC CONCRETE NOSING	356.00 SQFT		
0990	0585-0215000A PRECOMPRESSED FOAM SILICONE JOINT SEAL	ALL LUMP SUM		
1000	0585-0410000A HOT APPLIED JOINT SEAL REPLACEMENT	ALL LUMP SUM		
1010	0842-0401000E BRIDGE IDENTIFICATION MARKERS	2.00 EACH		
1020	1999-9Z90000E SNOWPLOW DEFLECTORS	24.00 EACH		

SECTION: 0008 BASES

1030	0620-0120000J COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	14,500.00 SQYD		
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**OREGON DEPARTMENT OF TRANSPORTATION
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CONTRACT NO.: 15669

PROJECT: I-84: RIETH INTERCHANGE AND UMATILLA RIVER BRIDGES

PROJECT KEY: 22855

ADDENDUM NO.: 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
1040	0620-0124000J COLD PLANE PAVEMENT REMOVAL, 5 INCHES DEEP	600.00 SQYD		
1050	0641-0102000M AGGREGATE BASE	9,000.00 TON		

SECTION: 0009 WEARING SURFACES

1060	0705-0101000M EMULSIFIED ASPHALT IN FOG COAT	4.00 TON		
1070	0745-0322000M LEVEL 3, 1/2 INCH LIME TREATED ACP	5,000.00 TON		
1080	0745-0622000M PG 64-28 ASPHALT IN LEVEL 3, 1/2 INCH LIME TREATED ACP	300.00 TON		
1090	0746-0100000F CRACK SEALING	1,000.00 FOOT		
1100	0755-0108000J CONTINUOUSLY REINFORCED CONCRETE PAVEMENT 12 INCHES THICK	1,630.00 SQYD		
1110	0755-0400000F TERMINAL EXPANSION JOINT	192.00 FOOT		
1120	0755-0400000F TERMINAL EXPANSION JOINT SLEEPER SLAB	192.00 FOOT		
1130	0758-0100000J CONTINUOUSLY REINFORCED CONCRETE PAVEMENT REPAIR	860.00 SQYD		
1140	0758-0300000J SPALL REPAIR	4.00 SQYD		
1150	1999-9Z90000I CONCRETE PAVEMENT SAWCUT TEXTURING	1,630.00 SQYD		

**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15669 **PROJECT:** I-84: RIETH INTERCHANGE AND UMATILLA RIVER BRIDGES
PROJECT KEY: 22855 **ADDENDUM NO.:** 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
SECTION: 0010 PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES				
1160	0810-0126000E GUARDRAIL TRANSITION	7.00 EACH		
1170	0810-0129000E GUARDRAIL TERMINALS, NON-FLARED	3.00 EACH		
1180	0810-0130000E GUARDRAIL TERMINALS, FLARED	4.00 EACH		
1190	0810-0146100F MIDWEST GUARDRAIL SYSTEM, TYPE 2A	925.00 FOOT		
1200	0810-0146100F MIDWEST GUARDRAIL SYSTEM, TYPE 3	187.50 FOOT		
1210	0810-0147000E GUARDRAIL HEIGHT CONVERSION, TYPE 2A	8.00 EACH		
1220	0811-0101000F CABLE BARRIER, TEST LEVEL 3	2,400.00 FOOT		
1230	0811-0103000E CABLE BARRIER TERMINALS	7.00 EACH		
1240	0830-0115000E IMPACT ATTENUATOR, TYPE BARRELS	4.00 EACH		
1250	0856-0101000E PERMANENT SURFACE MOUNTED TUBULAR MARKERS	22.00 EACH		
1260	0857-0101500L GAP PATTERN RUMBLE STRIPS	3.00 MILE		
1270	0866-0114000F PLURAL COMPONENT, SPRAYED, GROOVED	50,000.00 FOOT		
1280	1999-9Z90000E THRIE BEAM TO W BEAM TRANSITION	8.00 EACH		

**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15669 **PROJECT:** I-84: RIETH INTERCHANGE AND UMATILLA RIVER BRIDGES
PROJECT KEY: 22855 **ADDENDUM NO.:** 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE <hr/> (IN FIGURES)	BID AMOUNT <hr/> (IN FIGURES)
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SECTION: 0011 RIGHT-OF-WAY DEVELOPMENT AND CONTROL

1290	1030-0108000R PERMANENT SEEDING	2.00 ACRE		
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TOTAL BID: _____

