

**SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION**



**OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON**



STRUCTURES & SIGNING

OR229: FULLER & OJALLA (SILETZ RIVER) BRIDGES PROJECT

SILETZ HIGHWAY

LINCOLN COUNTY

OCTOBER 15, 2026

A mandatory prebid meeting has been scheduled for this Project, see 00120.15 for the meeting time and location.

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

Structures & Signing
OR229: Fuller & Ojalla (Siletz River) Bridges Project
Siletz Highway
Lincoln 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 15th day of October, 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 either: A) Bridges and Structures or B) Painting.

PROJECT INFORMATION

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

Steve Schultz, Resident Engineer, 3700 SW Philomath Blvd, Corvallis 97333; or
Email CorvallisConstruction@ODOT.Oregon.Gov. All requests for information must be in writing with reference to the Project name.

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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)".

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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 IV, 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 repurchase 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 [29 CFR part 30](#), including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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](#).

IV. 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.

* \$33 as of January 15, 2025 (See 90 FR 1859) 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 III 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.

V. 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 this section 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 this section 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 longstanding 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).

VI. 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).

VII. 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."

VIII. 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.

IX. 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 contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

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X. 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.

XI. 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** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

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 40 U.S.C. 14501 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.



DATE ORIGINALLY ADOPTED: 11/06/13
SUBJECT: Employment
DATES AMENDED: 10/28/15; 05/04/16;
08/03/16; 01/13/21
RESOLUTIONS: 192-13; 188-15; 076-16; 118-
16; 001-21

**THE CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF OREGON**

**CHAPTER 604
TRIBAL EMPLOYMENT RIGHTS ORDINANCE**

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**THE CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF OREGON**

**Chapter 604
Tribal Employment Rights Ordinance**

PART I – GENERAL PROVISIONS

(a) PREAMBLE. The Tribe has enacted this Ordinance pursuant to its inherent sovereign powers in order to promote the interests of self-governance and to ensure that Indian people have employment, training, contracting, subcontracting, and other business opportunities on and near the Grand Ronde Reservation.

(b) PURPOSE. This Ordinance shall be liberally construed to fulfill the following purposes:

(1) To provide Tribal laws and rules governing preference in employment and contracting within the Tribe’s jurisdiction;

(2) To increase employment of Grand Ronde Tribal Members and other Indians;

(3) To establish the Tribal Employments Rights Office (“TERO”) and empower the Tribal Employment Rights Commission (“Commission”) and TERO staff to enforce the laws and rules governing employment and contracting preference; and

(4) To provide a fair, enforceable, and effective system of priorities in contracting or subcontracting where a significant part of the work will be performed on or near the Tribe’s Reservation.

(c) DEFINITIONS. Terms used in this Ordinance are hereby defined as follows:

(1) Compliance Agreement. An agreement between a Construction Contractor or ODOT Contractor and the TERO, setting forth how the contractor will meet the Tribal and/or Indian preference in hiring, and if applicable, subcontracting goals and other obligations under this Ordinance.

(2) Construction Contractor. A Covered Employer, other than an Oregon Department of Transportation (“ODOT”) Contractor or Tribal Employer, who contracts or subcontracts to perform construction work on the Tribe’s Reservation.

(3) Covered Employer. An Employer subject to this Ordinance pursuant to Part I, Section (d) below.

(4) Employer. Any person, partnership, corporation, company, government, governmental enterprise, contractor, subcontractor or other entity that employs for wages or other remuneration two (2) or more individuals. The term shall not include state or

county governments or state or county governmental agencies, but shall include contractors and subcontractors of said governments or governmental agencies.

(5) Executive Level Position. A position that reports directly to the Tribal Council or to the Spirit Mountain Gaming, Inc. Board of Directors.

(6) Grand Ronde Owned Business. A business that is at least 51% or more owned, operated, and controlled by a Grand Ronde Tribal Member or the Grand Ronde Tribe.

(7) Grand Ronde Tribe or Tribe. The Confederated Tribes of the Grand Ronde Community of Oregon.

(8) Grand Ronde Tribal Member. An enrolled member of the Grand Ronde Tribe.

(9) His/Himself. Shall refer equally to “Her/Herself.” The use of masculine pronouns throughout this Ordinance is in the interest of simplicity, uniformity, and expediency only.

(10) Human Resources Department. The individual, staff, division, or unit of a Tribal Employer responsible for finding, screening, and recruiting job applicants, as well as administering personnel policies and employee benefits.

(11) Immediate Family. A brother, sister, child, mother, father, or spouse, regardless of whether they are step, half, or adoptive relations.

(12) Indian. A member of a federally recognized Indian Tribe.

(13) Indian Owned Business (“IOB”). A business that is at least 51% owned, operated and controlled by an Indian or Indian Tribe.

(14) Indian Tribe. Any federally recognized Indian Tribe.

(15) Local Resident. A person who lives on or within a reasonable daily commuting distance of the Tribe’s Reservation.

(16) ODOT Contractor. Any contractor engaged in specified highway construction projects under contract with ODOT subject to the Tribal/ODOT MOU.

(17) Qualified. The individual meets the minimum job qualification criteria set forth in the job description and in any written personnel requirements of the Covered Employer. An individual’s work performance for a Covered Employer, including any failure to comply with workplace policies, may be considered in assessing the individual’s qualifications. In general, only individuals with a history of chronic or serious violations of workplace policy (e.g., harassment, criminal activity) or repeated involuntary separations from employment should be disqualified under this provision. An individual should not be disqualified based on activities occurring more than seven years

before the date of interview unless those activities give rise to current workplace safety concerns. In the case of Executive Level Positions or licensed health providers, qualified shall also mean that the individual's work history and references demonstrate their competency to perform the job as reasonably determined by the Covered Employer. In the case of contracting, it shall also mean a responsive and responsible bidder.

(18) Registered Workers. Enrolled Grand Ronde Tribal Members and other Indians who are Local Residents and who are registered with the TERO.

(19) Tribal Council. The nine (9) member governing body of the Grand Ronde Tribe.

(20) Tribal Employer. Includes the Tribal government and all wholly owned corporations, companies, businesses, or other entities of the Tribe.

(21) Tribal/ODOT MOU. The Agreement between the Grand Ronde Tribe and ODOT providing preference in employment for Indians on ODOT specified transportation projects and authorizing TERO to impose a compliance fee on ODOT contractors on these projects.

(22) Tribe's Reservation. Includes the Grand Ronde Reservation and all other land within the jurisdiction of the Tribe.

(d) JURISDICTION. This Ordinance shall apply to all Employers who:

(1) Are located or operating a business on the Tribe's Reservation;

(2) Contract with the Tribe to perform work on the Tribe's Reservation; or

(3) Are otherwise within the jurisdiction of the Tribe, including ODOT Contractors as authorized by applicable federal law, this Ordinance, and the Tribal/ODOT MOU.

(e) NOTIFICATION. TERO staff shall make good faith efforts to educate all Covered Employers and the public about this Ordinance. All contracting agencies shall also make good faith efforts to notify contractors/subcontractors of their obligations under this Ordinance. Notwithstanding the above, it shall not be a defense to any enforcement action for a person or entity to allege that they have failed to receive notification of the requirements of this Ordinance.

PART II – TRIBAL EMPLOYMENT RIGHTS OFFICE

(a) **ESTABLISHMENT OF COMMISSION.** The Tribal Employment Rights Commission is hereby established as the regulatory body charged with enforcement of the provisions set forth in this Ordinance. The Commission will consist of at least three (3), but no more than five (5) individuals who are appointed, and may be removed with or without cause, by the Tribal Council. Commissioners shall be Public Officials subject to the Tribal Ethical Standards Ordinance, Tribal Code Chapter 107.

(1) At least three of the Commissioners shall have education or experience in one or more of the following areas:

- (A) Human Resources;
- (B) Tribal Employment Rights;
- (C) Construction Management;
- (D) Regulatory Enforcement; or
- (E) Auditing or Investigations.

(2) Commissioners shall serve for terms of three (3) years; provided that the appointments to the Commission shall be made in such a manner that their terms shall be staggered, so that the terms of no more than two (2) Commissioners shall terminate in any year.

(3) Three (3) Commissioners shall constitute a quorum to transact business. All decisions of the Commission shall be made by a majority vote.

(4) Current Human Resources Department employees are not eligible to serve on the Commission.

(5) Commissioners may receive a stipend for their services at a rate established by the Tribal Council. Commissioners shall be reimbursed for actual expenses incurred on Commission business, including necessary travel expenses in a manner consistent with applicable Tribal policies and procedures.

(6) The Commission shall meet at least quarterly.

(7) At its first meeting, and annually thereafter, the Commission shall select a Chair, Vice-Chair, and Secretary. The Chair shall preside at all meetings of the Commission and shall be authorized to sign required documents in accordance with the powers of the Commission.

(b) DUTIES AND POWERS OF THE COMMISSION. The Commission has the power, jurisdiction, responsibility, and authority to:

- (1) Take all appropriate actions necessary to implement the provisions of this Ordinance.
- (2) In consultation with the TERO Director perform the following:
 - (A) Make recommendations to Tribal Council on amendments to this Ordinance; and
 - (B) Formulate, adopt, amend, and rescind rules and guidelines consistent with and necessary to carry out the provisions of this Ordinance.
- (3) Establish a system for certifying firms as Indian Owned Businesses or Grand Ronde Owned Businesses.
- (4) Hold public hearings on matters covered by this Ordinance.
- (5) Assist in presentations to the public on Indian employment and contracting preference requirements.
- (6) Issue notices to appear and order relief or sanctions that are necessary and appropriate to enforce this Ordinance.
- (7) Review and recommend the annual TERO budget prepared by the TERO Director for approval.
- (8) Consult with the Tribal Attorney's Office on legal questions, appeals, and rule-making.

(c) RECUSAL OF COMMISSION MEMBERS.

- (1) No member of the Commission shall participate in any action or decision by the Commission directly involving himself, a member of his Immediate Family or any person, business, or other entity of which he or a member of his Immediate Family is an employee, has a substantial ownership interest, or with which he or a member of his Immediate Family has a contractual relationship.
- (2) No member of the Commission shall have contact with a Complainant (as that term is defined in Part V, Section (b)(1)) regarding the specifics of a complaint prior to a Commission hearing or decision on the complaint. In the event of such contact, the Commissioner shall recuse himself from participating in any hearing and decision on the complaint.

(3) A Commissioner shall recuse himself and decline to participate in any action or decision when the Commissioner, in his discretion, believes that:

(A) He cannot act fairly or without bias; or

(B) There is or may be a perception that they cannot act fairly or without bias.

(4) If a Commissioner does not voluntarily recuse himself or decline to participate in an action or decision of the Commission when required by Part II, Sections (c)(1)-(3) above, and the Commission determines, after hearing any arguments for and/or against recusal, that recusal is appropriate and necessary to preserve the integrity and fairness of the process, the Commissioner may be disqualified from participating in the action or decision by a majority vote of the remaining Commissioners.

(5) Nothing in this Ordinance shall be deemed to prevent a Commissioner from entering into a contractual relationship or business relationship with the Tribe, provided that such relationship does not violate the terms of this Ordinance or any Commission policies and procedures, and that the Commissioner has disclosed the nature of the relationship to the Commission. If a Commissioner has an employment or ownership interest in a business that bids on, or contracts to perform, construction work on the Tribe's Reservation, then the following shall apply: (1) the Commissioner shall be prohibited from viewing any documents for the construction work that are not generally available to all bidders; (2) the Commissioner shall not directly or indirectly participate in the negotiation of any compliance agreement with TERO staff for the construction work; and (3) the Commissioner shall be recused from participating in any Commission review of matters arising out of or related to the construction work.

(d) TERO DIRECTOR.

(1) The Tribe shall, with input from the Commission, hire a Director of the TERO, who shall be an employee of the Tribe and, subject to the direction of the Commission, be responsible for administering the provisions of this Ordinance, including implementing and enforcing rules and regulations promulgated by the Commission. The TERO Director shall be responsible for the development and day-to-day management of the TERO Program and the Program budget. The TERO Director shall also provide direction, leadership, and management of TERO staff. The TERO Director shall be subject to administrative supervision by the Chief of Staff, or in his/her absence the General Manager, but only with regard to compliance with Tribal policies including without limitation, all personnel, finance, travel, and procurement policies. The Commission shall be responsible for review and evaluation of the TERO Director's job performance, but may seek input from the General Manager.

(2) The authority and duties of the TERO Director, or his designee, shall include, but are not limited to, the following:

- (A) Implement and enforce the provisions of this Ordinance, as well as any properly adopted rules, regulations, or policies promulgated by the Commission.
- (B) Hire and manage staff, administer the TERO budget, and expend designated funds from the approved TERO budget.
- (C) Recommend regulations, amendments, and agreements to the Commission.
- (D) Establish Construction Contractor and ODOT Contractor record keeping requirements.
- (E) Enter Compliance Agreements with Construction Contractors and ODOT Contractors.
- (F) Investigate and process complaints alleging violations of this Ordinance.
- (G) Impose penalties or recommend remedies, as applicable, for violations of this Ordinance or any regulations adopted hereunder.
- (H) Represent the TERO at Tribal Council meetings, Commission hearings, and Tribal Court proceedings.
- (I) Coordinate and provide reports for Commission meetings.
- (J) For purposes of Compliance Agreements, negotiate workforce requirements that reflect the available labor pool and the TERO fee payment schedule, if applicable, with Construction Contractors and ODOT Contractors. The TERO Director shall consult with the Tribe's Project Manager regarding workforce requirements prior to negotiating or specifying the number of Registered Workers required on Tribal construction projects.
- (K) Work cooperatively with Tribal programs, including, but not limited to, any Tribal Career Development Programs to provide education, training, and other support programs for Tribal/Indian workers to assist them in acquiring and retaining employment.
- (L) Certify Grand Ronde Owned or Indian Owned Businesses.
- (M) Maintain a list of Grand Ronde Tribal Members and Indians who are Local Residents available for employment, and assist such persons with job placement.
- (N) Ensure compliance with the quarterly reporting requirements set forth in the Tribal/ODOT MOU.

(O) Conduct Certification Workshops for ODOT Contractors bidding on Tribal/ODOT MOU projects.

PART III – TERO EMPLOYMENT AND CONTRACTING OBLIGATIONS

(a) **APPLICATION.** Unless expressly stated otherwise, the provisions of this Part III shall not apply to ODOT Contractors

(b) **TRIBAL AND INDIAN PREFERENCE IN EMPLOYMENT.**

(1) **Covered Employers.** Unless prohibited by applicable federal law, all Covered Employers shall give preference to Qualified Grand Ronde Tribal Members in hiring, promotion, retention, training and all other aspects of employment and shall comply with the terms of this Ordinance and any applicable rules or policies adopted by the Commission.

(2) **Federal Law Requirements.** Where prohibited by applicable federal law, the preference set forth in Part III, Section (b)(1) above shall not apply. In such case, and to the extent permitted by federal law, Indian preference shall be given, with the first preference given to Qualified Indians who are Local Residents.

(3) **Job Qualifications and Requirements.** All Covered Employers shall establish written job requirements for each employment position in their work force. A Covered Employer shall not create excessive and unnecessary job skill qualification criteria or personnel requirements that are not required by business necessity and which serve as barriers to the preference objectives of this Ordinance. Written job requirements shall be provided to the TERO Director at least three (3) business days prior to posting a position. The TERO Director may grant a waiver of this requirement where the Covered Employer shows that the time period would result in an undue burden to the Covered Employer's business.

(4) **Layoffs.** Unless prohibited by applicable federal law, in the event of a reduction-in-force affecting a certain class of positions, Covered Employers shall retain Qualified Grand Ronde Tribal Members, until all non-Grand Ronde Tribal Members in that class of positions are laid off.

(c) **INDIAN PREFERENCE IN CONTRACTING.**

(1) All Covered Employers advertising or soliciting responses or bids for projects or contracts, including contracts to provide materials, goods, or services, shall include IOBs in the relevant trade who are certified and registered with the TERO, in the solicitation process. Unless prohibited by federal law, preference in the selection shall be given to qualified IOBs who submit responsive bids within five percent (5%) of the low bid as follows:

Order of Preference	Business
1 st Preference	Certified Grand Ronde Owned Businesses who submit a bid where 50% or more of the bid amount is for work to

	be performed by Grand Ronde Owned Business certified by TERO.
2 nd Preference	Certified Grand Ronde Owned Businesses.
3 rd Preference	IOB certified by TERO who submits a bid where 50% or more of the bid amount is for work that will be performed by Grand Ronde Owned Businesses certified by TERO.
4 th Preference	IOBs certified by TERO.
5 th Preference	Non-IOB who submits a bid where 50% or more of the work will be performed by Grand Ronde Owned Business certified by TERO.

(2) Where federal law prohibits Tribal preference in contracting, preference in contractor selection shall be given to IOBs as authorized by federal law.

(3) The preference requirements contained in this Ordinance shall be binding on all contractors and subcontractors of Covered Employers, regardless of tier, and shall be deemed part of all contract and subcontract specifications. The Covered Employer shall have the initial and primary responsibility for insuring all contractors and subcontractors comply with these requirements.

(4) The TERO Director shall maintain a list of Grand Ronde Owned Businesses and IOBs which shall be supplied to Covered Employers for their use.

(d) PROHIBITED ACTIVITIES. The following is a non-exhaustive list of prohibited activities. Covered Employers who engage in prohibited activities or otherwise violate this Ordinance shall be subject to penalties in accordance with Part V, Section (d) of this Ordinance.

(1) Submitting false or fraudulent information to TERO;

(2) Operating as a front or pass through company; or

(3) Preventing or interfering with a Covered Employer's compliance with this Ordinance.

(e) SPECIFIC PROVISIONS FOR CONSTRUCTION CONTRACTORS. The following provisions set forth additional requirements for Construction Contractors.

(1) Workforce.

(A) The TERO may specify the number of Grand Ronde Tribal Members or, when only Indian preference is applicable, the number of Indians a Construction Contractor shall hire by craft and skill level on a specific project. The TERO shall establish a TERO workforce utilization goal percentage on a project-by-project basis on each construction project. Contractor performance in attainment

of the goal will be monitored through regular submittals of payrolls and contractors may be directed to take corrective action to meet the set goal. A violation of the Ordinance may be issued and a penalty assessed if the contractor is unresponsive to corrective action.

(B) Construction Contractors must contact the TERO at least seventy-two (72) hours prior to commencing work to negotiate the workforce requirements and to provide the TERO an opportunity to locate and refer Qualified Registered Workers available to work. If no Qualified Registered Workers are available for work, the Construction Contractor may recruit from other resources.

(C) A contractor shall not create excessive or unnecessary job skill qualifications on TERO referred workers. If qualifications for a position require further review, a contractor shall submit any requested job descriptions to TERO. Upon review, if the skill qualifications appear to be excessive or unnecessary, the contractor shall submit a justification to TERO.

(2) Core Crew. Construction Contractors may, if necessary, have a core crew on a construction project which is exempt from the Tribal/Indian preference requirements of this Ordinance. A core crew is comprised of permanent and key employees. Any Indian already employed by a Construction Contractor shall be considered part of the Core Crew, but shall not be counted for purposes of calculating the maximum percentage of key and permanent employees.

(A) Prior to commencing work on or near the Tribe's Reservation, all Construction Contractors shall provide the TERO Director with a list of all permanent and key employees.

(B) A permanent employee is one who is and has been continuously employed by the Construction Contractor for at least one (1) year in a regular position of the employer or as an owner of the firm.

(C) A key employee is one who is in a top position or performs a critical function such that the Construction Contractor would likely risk financial damage or loss if that task were assigned to a person unknown to the employer.

(D) Permanent and key employees shall not exceed fifty percent (50%) of the workforce unless the total number of employees needed for the job is less than ten (10). The TERO Director may, at his or her discretion, grant an employer a larger core crew upon satisfactory demonstration by the employer that a larger core crew is necessary due to unique or specialized positions that are essential for the operation of business or performance of the work.

(3) Construction Wage Scale. All Construction Contractors shall compensate all Tribal/Indian workers at a rate consistent with the wages paid to their non-Indian employees performing the same jobs and shall ensure that Tribal/Indian workers are

afforded an opportunity to work as many hours as those non-Indian employees for the full term of the project. If the Construction Contractor is a signatory to a Construction Trade Union, the current pay scale and benefits of that trade will be paid. If Tribally determined wage rates or Davis Bacon wage rates are required by federal law, those wages shall be paid.

(4) Compliance Agreement.

(A) All Construction Contractors shall, no less than seventy-two (72) hours prior to commencing any work, prepare a plan acceptable to the TERO Director setting out how the Construction Contractor will comply with the requirements of this Ordinance regarding Indian employment and contract preference. A compliance agreement shall be used to monitor compliance with this Ordinance. Compliance agreement requirements and goals may be tailored to the individual circumstances of the Construction Contractor in order to maximize Indian employment and IOB contracting.

(B) A compliance agreement shall constitute a binding agreement; the terms of which shall be fully enforceable by the TERO. Failure to obtain or adhere to the terms of an approved compliance agreement, or supplying false information to the TERO, shall subject the non-complying party to monetary penalties of up to \$1,000 per violation, per day. Penalties assessed may be appealed to the Commission. Construction Contractors engaged in work without an approved compliance agreement will be required to stop work until an acceptable plan for implementing their obligations has been submitted to and approved by the TERO.

(C) Nothing in this Ordinance shall be construed to prohibit a Tribal Employer from requiring a Construction Contractor to submit a proposed Compliance Agreement as part of a response to a solicitation for bids or request for proposals.

(5) Compliance Monitoring. Upon the request of the TERO, all Construction Contractors shall submit reports and other information, including but not limited to contract documents and certified payroll and personnel records, as requested. On Tribal construction projects, contractors shall be required to regularly submit payroll information of all workers on the project to the TERO to determine compliance to the set workforce utilization goal. Payroll information will be due at the time the contractor issues their payroll. Contractors shall allow for onsite monitoring by TERO staff of construction projects for compliance and to confirm workforce utilization requirements.

(6) TERO Fee.

(A) A TERO fee of 2.5% shall be assessed on projects or contracts with a total contract price of one hundred thousand dollars (\$100,000) or more.

(B) The general contractor on a project shall be responsible for paying the entire TERO fee on the project prior to commencing any work; provided

however, where good cause is shown, TERO may authorize installment payments to be paid over the course of the contract.

(C) The TERO may invoice the general contractor and payment will be due within fourteen (14) days from the date of invoice; provided, however that the fee shall be paid prior to commencement of any work and the absence of an invoice shall not relieve the general contractor of the obligation to pay the TERO fee.

(D) If for any reason the cost of a project increases or decreases, the general contractor shall notify TERO of this change, and any change in the TERO fee shall be assessed and paid or refunded as applicable.

(7) Discipline Determination. Construction Contractors shall make every effort to provide counseling and guidance to employees to correct work performance deficiencies prior to terminating an individual entitled to employment preference pursuant to this Ordinance. The TERO shall be notified prior to the termination of an assigned TERO worker.

(f) SPECIFIC PROVISIONS FOR TRIBAL EMPLOYERS. The following provisions set forth additional requirements specific to Tribal Employers.

(1) Employment Statistics Report. All Tribal Employers, through their respective Human Resources Departments, shall be required to track employees for retention purposes. Tribal Employers shall submit a quarterly report to the TERO for Commission review by the fifteenth (15th) day after the end of each calendar quarter. The report must contain the following employment statistics: number of employees by department; employment level and preference status of current employees, including contract employees; resignations; and terminations.

Months	Report Due
January-March	April 15
April-June	July 15
July-September	October 15
October-December	January 15

(2) Tribal Member Career Development.

(A) *On the Job Training.* Tribal Employers may be required by the TERO to participate in on-the job training or mentor programs (including without limitation, job shadowing) designed by the TERO (or any Tribal career development program recognized by the Tribe) to assist Grand Ronde Tribal Members to become qualified in various job classifications used by the employer.

(B) *Succession Planning.* Tribal Employers shall work cooperatively with TERO in assisting current Tribal employees who demonstrate interest in and the

potential to fill key leadership positions, in developing the necessary experience and education to fill such positions.

(3) Counseling and Support Programs. The TERO (or any Tribal career development program recognized by the Tribe) may establish counseling and other support programs to assist Grand Ronde Tribal Members in obtaining and retaining employment. Tribal Employers shall be required to cooperate with the TERO regarding such counseling and support programs.

(4) Employment Process.

(A) *Assessment of Minimum Qualifications.* The TERO Director or his/her designee shall review all minimum qualification assessments conducted for Tribal member job applicants before job interviews are scheduled. The TERO Director may require reassessment of any Tribal member that TERO believes has been incorrectly assessed as not meeting the minimum qualifications. If Human Resources and/or the hiring manager still screens out the Tribal member applicant after reassessment, they shall provide the TERO Director with a written explanation detailing the reasons the Tribal member was screened out. If within five (5) days of receiving the written explanation, the TERO Director and hiring manager are unable to reach an agreement as to whether the Tribal member meets minimum qualifications, the matter will be referred to the TERO Commission for review. The TERO Commission shall promptly review the matter and issue a determination. The Tribal Employer may not proceed with candidate screening or selection for the position pending TERO Commission review. The Commission's determination shall be final.

(B) *Conducting Interviews.* TERO shall be provided an opportunity to review proposed interview questions prior to job interviews for the purposes of confirming consistency with posted job requirements. Tribal members who are offered a job interview may request TERO staff be present for the interview. TERO's role during the interview will be solely as an observer of the process and to gather information about the Tribal member's interview performance for the purpose of providing feedback and coaching to the Tribal member. TERO shall not participate in the assessment of interviewees or in the selection of the successful candidate. However, TERO may, upon request of the interview panel, offer any additional information it may have about a candidate's qualifications.

(C) *Selection of Candidate for Hire.* Tribal Employers shall notify the TERO Director of all hiring decisions, Tribal and Non-Tribal, prior to extending an offer of employment to the selected candidate.

(D) *Retention.* Tribal Employers shall notify provide any Tribal member approaching separation of employment for attendance or performance issues with written notice of their opportunity to seek job training or other job assistance services from TERO.

(5) Promotions. A Tribal Employer may promote an employee, in good standing, to an open position within a department which is no more than two (2) salary grades higher than the employee's current position without advertising the position. Tribal Employers must consult with TERO prior to making such a promotion. A Tribal Employer shall not promote a non-Tribal member over an equally qualified Tribal member within the department.

(6) Prohibition Against Retaliation. It shall be a violation of this Ordinance for any Tribal Employer, Tribal Council member, or any appointed Board Member or Commissioner, to retaliate against a Tribal employee or Tribal job applicant as a result of their preference status under this Ordinance. Any individual who believes they have been retaliated against because of the preference afforded by this Ordinance may file a complaint with TERO. The TERO Director shall investigate the complaint and may issue a notice of violation to any employee determined to have retaliated against a Tribal member in violation of this Ordinance. The notice of violation may be appealed to the TERO Commission as provided in Section (e) below. An employee who is determined to have retaliated in violation of this Ordinance is subject to disciplinary action by their employer.

(g) UNIONS.

(1) Nothing herein shall constitute official recognition by the Tribe of any union or endorsement of any union activities. The unions will honor the Tribe's sovereign authority and recognize the Tribe's jurisdiction to regulate employment and contracting activities within the boundaries of the Reservation.

(2) Covered Employers with collective bargaining agreements with a union are responsible for informing such unions of this Ordinance. No union agreement shall supersede the requirements of this Ordinance.

(3) As stated in the Tribe's Right to Work Ordinance, no Registered Workers shall be required to become or remain a member of any union or labor organization as a condition of employment, or continuation of employment, while they are working on the Reservation.

PART IV – ODOT CONTRACTORS

(a) **APPLICATION.** Unless expressly stated otherwise, the provisions of this Part IV shall apply only to ODOT Contractors.

(b) **ODOT CONTRACTOR OBLIGATIONS.** ODOT Contractors performing work within the MOU Boundary as defined in the Tribal/ODOT MOU shall:

- (1) Give preference to Indians who are Local Residents in hiring, promotion, training, and all other aspects of employment.
- (2) Notify the TERO Director whenever a Registered Worker is not performing adequately. The contractor shall not terminate an Indian employee until the TERO Director or his/her designee has had an opportunity to provide counseling.
- (3) In all layoffs and reductions in force, no Tribal/Indian worker shall be terminated if a non-Indian worker in the same job classification is still employed.
- (4) An ODOT Contractor shall not use qualification criteria or other personnel requirements that serve as barriers to Indian employment unless the ODOT Contractor is able to demonstrate that such criteria or requirements are required by business necessity.
- (5) Attend mandatory pre-bid certification workshops conducted by the TERO. ODOT Contractors must have a certificate of completion from the TERO in order to be eligible to bid on ODOT contracts that require compliance with the Tribal/ODOT MOU requirements.
- (6) Comply with the requirements of the Compliance Agreement executed pursuant to Section (c) below.
- (7) Pay the TERO fee as specified in the Tribal/ODOT MOU prior to commencement of work.
- (8) Provide certified weekly payroll reports to the TERO Director as required.
- (9) Allow on-site inspections by TERO representatives.

(c) **COMPLIANCE AGREEMENT.**

(1) Each ODOT Contractor shall be required to meet with the TERO Director to negotiate and execute a Compliance Agreement which sets forth:

- (A) The minimum number of Indians that shall be hired for a particular project with numerical goals for each craft, skill area, or job classification used by the ODOT Contractor including, but not limited to, general labor, skilled, administrative, supervisory, and professional categories. The Indian employment

goals are for the Contractor's work force who are other than "core crew" members as that term is used in Part III, Section (e)(2). Indian employees of an ODOT Contractor shall be included in the core crew, regardless of job function, but shall not count towards the Contractor's maximum core crew.

(B) The contractor's agreement to utilize qualified and available Registered Workers referred by the TERO Director.

(C) Periodic reporting requirements to the TERO Director on the number of Indians employed, 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.

(D) Applicable wage scale provisions, prevailing wage standards, and salary compensation terms that may be applicable to a project or contract.

(2) No ODOT Contractor shall commence work or site mobilization until a Compliance Agreement has been negotiated and executed.

(3) Any violation of an executed Compliance Agreement shall be a violation of this Ordinance.

(4) An ODOT Contractor is subject to penalties and/or sanctions as provided in Part V below for violating this Ordinance or a Compliance Agreement.

PART V – ENFORCEMENT

(a) INVESTIGATIONS.

(1) The TERO Director or his designee may, upon his own initiative or pursuant to a complaint filed in accordance with Part V, Section (b), conduct such investigations as they deem necessary to ensure compliance with this Ordinance, or to determine whether a Covered Employer has violated this Ordinance.

(2) The TERO Director or his designee may enter the place of business of a Covered Employer for the purpose of conducting investigations and, in a manner consistent with orderly operation of business activity, interview employees of the Covered Employer, review and copy documents, and carry out such other activity as the TERO Director deems necessary to the investigation; provided that any review and copying of confidential and proprietary documents shall comply with Part V, Section (a)(4) of this Ordinance. Notwithstanding the above, the TERO Director shall not have authority to review regulatory files of the Grand Ronde Gaming Commission.

(3) If a Covered Employer unreasonably refuses to permit the TERO Director to enter onto business premises during business hours, or to reasonably inspect or copy documents, sanctions may be imposed.

(4) All proprietary and confidential information obtained in connection with an investigation hereunder shall be kept confidential and used only as necessary by the TERO Director, Commission, or parties to a hearing before the Commission or appeal to the Tribal Court, in a manner that, to the maximum extent possible consistent with the requirement of fairness to the parties, protects the confidentiality of the documents.

(5) If at the conclusion of any investigation hereunder, the TERO Director determines that a violation of this Ordinance has occurred, he may take any steps to resolve the violation that he deems appropriate and which are authorized by this Ordinance.

(b) COMPLAINTS.

(1) Filing and Contents of Complaint. Subject to Part V, Section (b)(2), any individual, business, or entity that believes that a Covered Employer has violated the requirements of this Ordinance (“Complainant”), may file a written complaint with the TERO Director. A copy of the complaint shall be provided to the Covered Employer. The complaint shall include a description of all relevant facts, evidence, witnesses, and such other information as is necessary to enable the TERO Director to carry out an investigation.

(2) Timeline for Filing Complaint.

(A) *Exhaustion Requirement.* No complaint may be brought against a Covered Employer unless the Complainant has first attempted to resolve the

complaint directly with the Covered Employer. In the case of a complaint against a Tribal Employer, no complaint may be filed unless the Complainant has, within five (5) days of the alleged violation: 1) filed a complaint directly with the Human Resource Department of the Tribal Employer, and thereafter exhausted any available administrative remedies provided by that Tribal Employer; or 2) filed a complaint with the Tribal Employer and seven (7) days have passed without any action by the Tribal Employer. A complaint is subject to dismissal by the TERO Director when these exhaustion requirements have not been satisfied.

(B) *Maximum Time.* In no event may a complaint be filed more than fourteen (14) days after the date of an alleged violation of this Ordinance.

(3) Action on Complaint. Within ten (10) days of receipt of a timely filed complaint, the TERO Director or his designee shall initiate and complete an investigation of the allegations in the complaint. If the TERO Director finds insufficient evidence of a violation of this Ordinance, he shall dismiss the complaint and notify the Complainant and Covered Employer that the matter is closed. If upon investigation, the TERO Director believes a violation of this Ordinance has occurred, he shall proceed to resolve the matter in accordance with Part V, Section (c) below.

(c) RESOLUTION OF VIOLATIONS.

(1) If, after conducting an investigation either on his own initiative or in response to a complaint, the TERO Director believes that a violation of this Ordinance has occurred (including without limitation, any failure to pay required TERO fees or to comply with an investigatory request), the TERO Director shall notify the Covered Employer, and Complainant if applicable, in writing of the specific violations found and the basis for the findings.

(2) The TERO Director shall make good faith efforts to reach an informal settlement of the violations with the Covered Employer.

(3) If an informal settlement cannot be reached, the TERO Director shall:

(A) In the case of an alleged violation by a Tribal Employer, issue a written notice to the General Manager (or similarly situated head of the Tribal Employer) and Human Resource Department of the Tribal Employer advising them of the nature of the alleged violation and setting forth any recommendations for addressing the violation;

(B) The General Manager (or similarly situated head of the Tribal Employer) of a Tribal Employer who receives a notice of an alleged violation from the TERO Director shall review the notice and determine which recommendations of the TERO Director it will implement and/or propose alternate resolutions to the alleged violation. The General Manager shall notify the TERO Director of his/her determination and provide a written explanation for his/her planned resolution.

(C) In the event the TERO Director is not satisfied by the General Manager's (or similarly situated head of the Tribal Employer's) written explanation, the TERO Director may submit a written request for review by the TERO Commission. The TERO Commission shall promptly hear the matter. The hearing shall be conducted in accordance with Part V, Subsection (f).

(D) In the case of a Covered Employer other than a Tribal Employer, issue a corrective order to the Covered Employer specifying any corrective action that must be taken by the Covered Employer and the timeframe in which the corrective action must be taken to avoid penalties. The notice shall also advise the Covered Employer of its right to appeal the corrective order to the Commission. If the TERO Director believes that immediate action is necessary to prevent irreparable harm resulting from an alleged violation of this Ordinance, he may request the Commission order a temporary injunctive order pending a hearing before the Commission on the matter. In no event shall the temporary injunctive order exceed fourteen (14) days.

(4) If a Covered Employer other than a Tribal Employer fails or refuses to comply with a corrective order within the timeframe set forth in the order, and fails to request a hearing before the Commission, the TERO Director may impose additional penalties on the Covered Employer as set forth below.

(d) PENALTIES/SANCTIONS. The following corrective actions, penalties, or sanctions may be imposed on a Covered Employer, other than a Tribal Employer, who violates any provision of this Ordinance.

(1) A civil fine in an amount not to exceed \$1,000 per violation;

(2) An order that the employer make payment of back pay or other damages to any aggrieved party;

(3) Deny the Covered Employer the right to commence business on the Tribe's Reservation;

(4) Order the Covered Employer to hire, promote, or train a preference individual or IOB;

(5) Order the Covered Employer to dismiss any employees hired in violation of this Ordinance;

(6) Order a percentage of lost profits (contract price less estimated expenses, materials, and labor costs); or

(7) Suspend the Covered Employer's business activity on the Tribe's Reservation.

All monetary penalties assessed under this Ordinance shall be paid within thirty (30) days from the date imposed. If the Covered Employer fails to pay any fine as required, the TERO Director may request a Commission hearing be scheduled. Any Commission hearing so requested shall be conducted in accordance with the hearing procedures set forth in Part V, Section (f).

(e) APPEALS TO THE COMMISSION. Any person or Covered Employer aggrieved by a decision or action of the TERO Director or TERO staff (including any claims that the TERO Director or staff have exceeded the authority granted under this Ordinance) may seek review of the action or decision by filing a petition for review with the Commission. The petition must be filed no later than fourteen (14) days from the date of the action or decision being appealed. The petition shall state the reasons review is being sought and shall include, if applicable, a copy of the decision or order being appealed. The person or Covered Employer filing the Petition shall have the burden of proving, by a preponderance of the evidence, that a violation of this Ordinance did not occur, that a penalty or sanction imposed or corrective action ordered by the TERO Director was improper, or that the TERO Director exceeded his authority.

(f) COMMISSION HEARINGS.

(1) Hearings before the Commission shall be governed by rules of practice and procedure that are adopted by the Commission; provided that the Commission may consider any evidence that it deems relevant to the hearing and the Commission shall establish such procedures and safeguards to ensure the due process rights of all parties are protected.

(2) The Chair of the Commission will direct the proceedings and shall take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing.

(3) The TERO Director shall represent and defend any TERO action or determination challenged at the hearing; provided that the TERO Director may be represented by the Tribal Attorney's Office.

(4) Upon receiving notice of a hearing, a party may review any TERO files relevant to the issues to be addressed at the hearing; provided that TERO staff may remove proprietary or confidential information from the file, which will not be relied upon in the presentation of TERO Director's case.

(5) For good cause, the Chair of the Commission may postpone a hearing to a later date upon the written request of a party.

(6) Within fourteen (14) days of a hearing on a petition for review, the Commission shall issue a written order affirming, modifying, or reversing the TERO Director's decision.

(7) The Commission's order shall be a final order for purposes of appeal to the Tribal Court of the Confederated Tribes of the Grand Ronde Community of Oregon.

(g) APPEALS TO TRIBAL COURT.

(1) Any party adversely affected by a final order of the Commission may file an appeal with the Grand Ronde Tribal Court. A copy of the appeal must be sent to the TERO Director and any other party to the Commission proceeding no later than fourteen (14) days of the date of the Commission order.

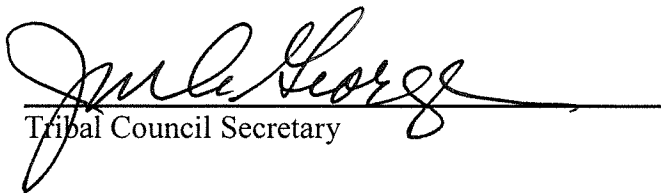
(2) The notice of appeal shall set forth the order from which the appeal is taken and the grounds upon which reversal or modification is sought.

(3) The Commission's decision or order shall be stayed pending the determination of the Tribal Court.

(4) The Tribal Court shall uphold the decision of the Commission unless it is demonstrated that the decision of the Commission was arbitrary and capricious, in violation of the Grand Ronde Constitution, or in excess of the authority granted the Commission.

(h) ENFORCEMENT ORDERS. If a Covered Employer has failed to comply with an order of the Commission or the TERO Director, and the time for filing an appeal of such order has passed, the TERO Director may petition the Tribal Court for enforcement of the order and the Tribal Court may grant such relief as is necessary and appropriate to enforce the Commission or TERO Director order, including, without limitation, confiscation of property within the jurisdiction of the Tribe.

I certify this to be a true copy of the Confederated Tribes of the Grand Ronde Community of Oregon Tribal Employment Rights Ordinance.


Tribal Council Secretary

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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 Grand Ronde (CTGR), 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 Grand Ronde 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 CTGR to promulgate and enforce the Tribal Employment Rights Ordinance ("TERO Ordinance") within the boundaries of the Grand Ronde Indian Reservation and acknowledges Title 23, Section 140(d) of the USC.

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

ODOT and CTGR entered into a Memorandum of Understanding (MOU) to implement TERO Ordinance 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 Grand Ronde Reservation. Roads "near" The Grand Ronde 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 Grand Ronde 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 CTGR and the Contractor, and after consideration of the good faith efforts of the Contractor together with the ability of the CTGR 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 CTGR 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 Grand Ronde Indian Reservation. The Contractor shall give full consideration to all qualified job applicants referred by the CTGR. 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 CTGR 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 CTGR 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 CTGR 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 CTGR 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 4 of the MOU for percentages.

MEMORANDUM OF UNDERSTANDING BETWEEN
STATE OF OREGON DEPARTMENT OF TRANSPORTATION
And
THE CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF
OREGON

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 THE GRAND RONDE COMMUNITY OF OREGON (CTGR 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 (“Federal-Aid Highway Projects”) taking place on or near the Grand Ronde 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.

CTGR has the inherent sovereign authority to promulgate and enforce the Tribal Employment Rights Office Ordinance (“TERO Ordinance” or “Ordinance”) within the boundaries of the Grand Ronde Reservation (“Reservation”).

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 reservations.”

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.

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 when Contractors are performing work on Federal-Aid Highway Projects under an ODOT MOU Contract within the CTGR MOU TERO Boundary, the Contractors comply with the Ordinance.

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 January 3, 2019, and was amended on December 28, 2023, to extend the term until June 30, 2024.

NOW THEREFORE in consideration of the mutual understandings and agreements herein set forth, CTGR 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 the July 1, 2024, and shall remain in effect for five (5) years, unless earlier terminated per Section 8.

2. DEFINITIONS.

- 2.1. Compliance Agreement or MOU Compliance Agreement** – An agreement between a Contractor or Subcontractor and TERO, setting forth how the Contractor will meet the Indian preference in hiring and other obligations under the Ordinance. The Compliance Agreement is attached as Exhibit B.
- 2.2. Contractor** – Any Contractor engaged to perform services on a highway construction project that is subject to this MOU.
- 2.3. CTGR/CTWS TERO Boundary Overlap** – Region that is within both the CTGR MOU TERO Boundary and CTWS MOU TERO Boundary, as identified in Exhibit C.
- 2.4. Federal-Aid Highway Project** – Projects that occur on Federal-Aid highway that are funded under USC Title 23, and which may be eligible for Indian Preference in Employment if they are on or near the Reservation, per USDOT Notice 4207.7.
- 2.5. Indian** – Any person enrolled in a federally recognized tribe.
- 2.6. Indian Preference in Employment** – Preference for Indians in all aspects of employment, including but not limited to, hiring, training, promotions, layoffs, contracting and subcontracting for work in whole or in part within MOU TERO Boundary.
- 2.7. MOU TERO Boundary** – Region of land near and including the Reservation, as identified on map attached as Exhibit A.

- 2.8. ODOT MOU Contract** – Contract for work on a Federal-Aid highway between ODOT and a Contractor for work in whole or in part within MOU TERO Boundary that by agreement of the Parties, is subject to this MOU and the Indian Preference in Employment. ODOT requires Contractors for these projects to sign the Compliance Agreement and comply with the TERO Ordinance, adopted on November 6, 2013 and amended on January 13, 2021.
- 2.9. On-Reservation Contract** – Contract for work on a Federal-Aid Highway Project between ODOT and a Contractor for work on the Grand Ronde Reservation. ODOT requires Contractors for these projects to comply with the TERO Ordinance and sign the Compliance Agreement.
- 2.10. Reservation** – the Grand Ronde Reservation.
- 2.11. TERO Ordinance or Ordinance** – Tribal Employment Rights Ordinance, adopted November 6, 2013, and last amended January 13, 2021.

3. ODOT MOU CONTRACTS.

3.1. Selection

ODOT and TERO will work together to identify projects eligible under this MOU to promote and support Indian employment Federal-Aid Highway Projects. ODOT will share the State Transportation Improvement Program (STIP) with the TERO and identify those projects that are Federal-Aid Highway Projects that are within the MOU TERO Boundary (TERO eligible projects).

ODOT and TERO will meet annually each spring to mutually decide which TERO eligible projects will be subject to this MOU and the Indian Preference in Employment as well as any specific project workforce training and needs, project schedule, bid documents (applicable deadlines, Compliance Agreement template and applicable Ordinance amendments), scope, and duration. ODOT will provide TERO a list of TERO eligible projects subject to the MOU and the Indian Preference in Employment on a monthly basis.

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.

ODOT shall notify TERO of any TERO eligible projects that come up after the Parties' annual meeting. At CTGR's election, such projects shall become subject to this MOU and Contractor will be required to enter into a compliance agreement with TERO, to the extent it does not interfere with ODOT procurement or contract administration. To the extent a TERO eligible project lies within the CTGR/CTWS TERO Boundary Overlap, the selection process outlined in 4.2 shall apply; provided, however, that the Tribe which selected first during a given year shall have the second selection of any TERO eligible projects within the Boundary Overlap that come up later that year.

3.2. Projects in the MOU TERO Boundary Overlap

The Confederated Tribes of the Grand Ronde (CTGR) MOU TERO Boundary and the Confederated Tribes of Warm Springs (CTWS) MOU TERO Boundary overlap as indicated in Exhibit C hereto (CTGR/CTWS TERO Overlap). Each MOU TERO boundary is established to define “near reservation” and is based solely on a reasonable commuting distance from a tribe’s reservation (approximately 60 miles). The boundary is established with no relation to tribal historic or ceded lands. For this reason, MOU TERO boundaries among Oregon tribes may overlap.

In order to provide for the efficient and equitable distribution of the opportunity to participate in Federal-Aid Highway Projects within the CTGR/CTWS TERO Overlap, should it exist beyond 2024, the following project identification and selection process will be used:

1. ODOT shall provide a list of the planned Federal-Aid Highway Projects, if any, that fall within the CTGR/CTWS TERO Overlap to the CTGR and CTWS TERO Programs on a yearly basis;
2. ODOT, CTGR TERO and CTWS TERO shall meet annually in or around March of each year to determine which TERO Program shall administer and set the Indian preference goals for which eligible projects within the CTGR/CTWS TERO Overlap;
3. During the annual meeting, CTGR TERO and CTWS TERO shall take turns selecting TERO eligible projects within the CTGR/CTWS TERO Overlap to administer, with CTWS selecting first in odd numbered years and CTGR selecting first in even numbered years;
4. The selection process will continue until all eligible projects within the CTGR/CTWS TERO overlap have been selected or both TEROs indicate they are unable to administer additional projects.
5. CTGR and CTWS will jointly provide notes of the results of this selection to ODOT.

In the event CTWS TERO selects, but is subsequently unable or unwilling to administer, an eligible project within the MOU TERO Boundary Overlap, CTGR shall have the option to administer the project as provided in this MOU, to the extent it does not interfere with ODOT procurement or contract administration.

3.3. Goal Setting

TERO shall analyze each project selected to become an ODOT MOU Contract 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. However, TERO recruiting efforts shall be targeted towards those living on or near the CTGR.

Hiring goals apply to employees in job classifications for heavy highway construction trades.

3.4. MOU Compliance Agreement

TERO agrees to meet with each Contractor engaged under an ODOT MOU Contract 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, or a form substantially similar to it. This includes numerical hiring goals and timetables for each craft, skill area, job classification, etc., as a percentage of total hours worked on the project, used by the Contractor. This Compliance Agreement form may be revised from time to time by mutual consent of the parties, without formal amendment to this MOU.

ODOT agrees it will require a Contractor for an ODOT Contract to execute the MOU Compliance Agreement form.

3.5. 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, and participate. ODOT agrees to make a good faith effort to participate in such workshops. TERO agrees that the certificate shall 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 an ODOT MOU Contract.

3.6. Pre-Construction Conference

Pre-construction conferences for Contractors of projects that are subject to this MOU shall be held on or at a location near the Reservation. At the pre-construction conference TERO and ODOT shall be available to provide a detailed explanation of, and answer questions about, the provisions of the Ordinance, 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 and answering any questions on Indian Preference and applicable special contract provisions.

3.7. 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.

3.8. On-Reservation Contracts

The State acknowledges the inherent sovereign authority of CTGR to assess and collect the Compliance Fees set forth in the Ordinance, Part III (e)(6) for On-Reservation Contracts.

ODOT will require that Contractors located on or engaged in work on the Reservation shall give preference to Indian owned businesses in the award of subcontracts. The TERO program manager shall maintain a list of Indian owned business directory which shall be supplied to Contractors upon request.

Nothing in this subsection changes that On-Reservation Contracts are also ODOT MOU Contracts.

4. MOU COMPLIANCE FEE.

4.1. Compliance Fee Calculation

Parties agree that TERO may assess a Compliance Fee on ODOT MOU Contracts. The MOU Compliance Fee for an ODOT MOU Contract is the percentage of the total cost of the project, as set forth below:

Contract Value	Fee % allowed
\$1 to \$500,000	1.00%
\$500,001 to \$999,999	0.75%
\$1,000,000 to \$1,999,999	0.50%
\$2,000,000 to full contract value	0.25%

When a Federal-Aid Highway Project results in a contract that occurs both on the Reservation and within the MOU TERO Boundary, the portion of work on the Reservation is subject to the fee percentage established in the Ordinance and the portion of the work that is within the MOU TERO Boundary is subject to the MOU Compliance Fee.

4.2. 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. 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 CTGR'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 shall provide TERO with, at a minimum, a copy of the “TERO Project Employment” report, or its future equivalent, on a monthly basis.

5. NOTICES; ADMINISTRATORS.

5.1. 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, or mailing the same, postage prepaid, to ODOT or CTGR 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 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.

5.2. 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.

5.3. Administrators for this Agreement are:

ODOT	CTGR
ODOT IGA #	CTGR #
Administrator: Angela M. Crain Title: Manager, Office of Equity & Civil Rights Address: 800 Airport Rd SE Salem, OR 97301 Phone: 503-931-2575 Email: angela.m.crain@odot.oregon.gov	Administrator: Harris Reibach Title: Director, Tribal Employment Rights Office Address: 9615 Grand Ronde Rd Grand Ronde, OR 97347 Phone: Office 503-879-1455 Cell: 503-871-4816 Email: harris.reibach@grandronde.org

ODOT may make changes to ODOT’s Administrator specified in this section, and such changes shall constitute contract administration for purposes of this Agreement. ODOT shall provide the CTGR notification of any such change in writing, which shall be effective without the necessity of a formal amendment to this Agreement.

6. 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, Tribal 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.

7. 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 CTGR amends its Ordinance before the expiration of this Agreement, the Parties agree to confer regarding any necessary amendments to this Agreement.

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.

8. TERMINATION.

8.1. This Agreement shall remain in effect for five (5) years, unless one (1) of the following events occurs:

8.1.1. This Agreement is terminated by written agreement of both Parties.

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

8.1.3. 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.

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

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

9. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

9.1. The CTGR represents and warrants to ODOT that (1) the CTGR has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of the CTGR enforceable in accordance with its terms, (3) the person executing this Agreement on behalf of the CTGR has the necessary authority to execute this Agreement for and on behalf of the CTGR.

9.2. ODOT represents and warrants that (1) ODOT has the power and authority to enter into and perform this Agreement, and that (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of the State of Oregon enforceable in accordance with its terms.

10. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, electronically 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.

11. 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
GRAND RONDE COMMUNITY OF
OREGON**

By Harris Reibach
Name: Harris Reibach
Title: TERO Director

Date _____

APPROVED AS TO LEGAL FORM

By _____
Name:
Title:

Date _____

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

By Angela Crain
Name: Angela M. Crain
Title: Manager, Office of Equity & Civil Rights

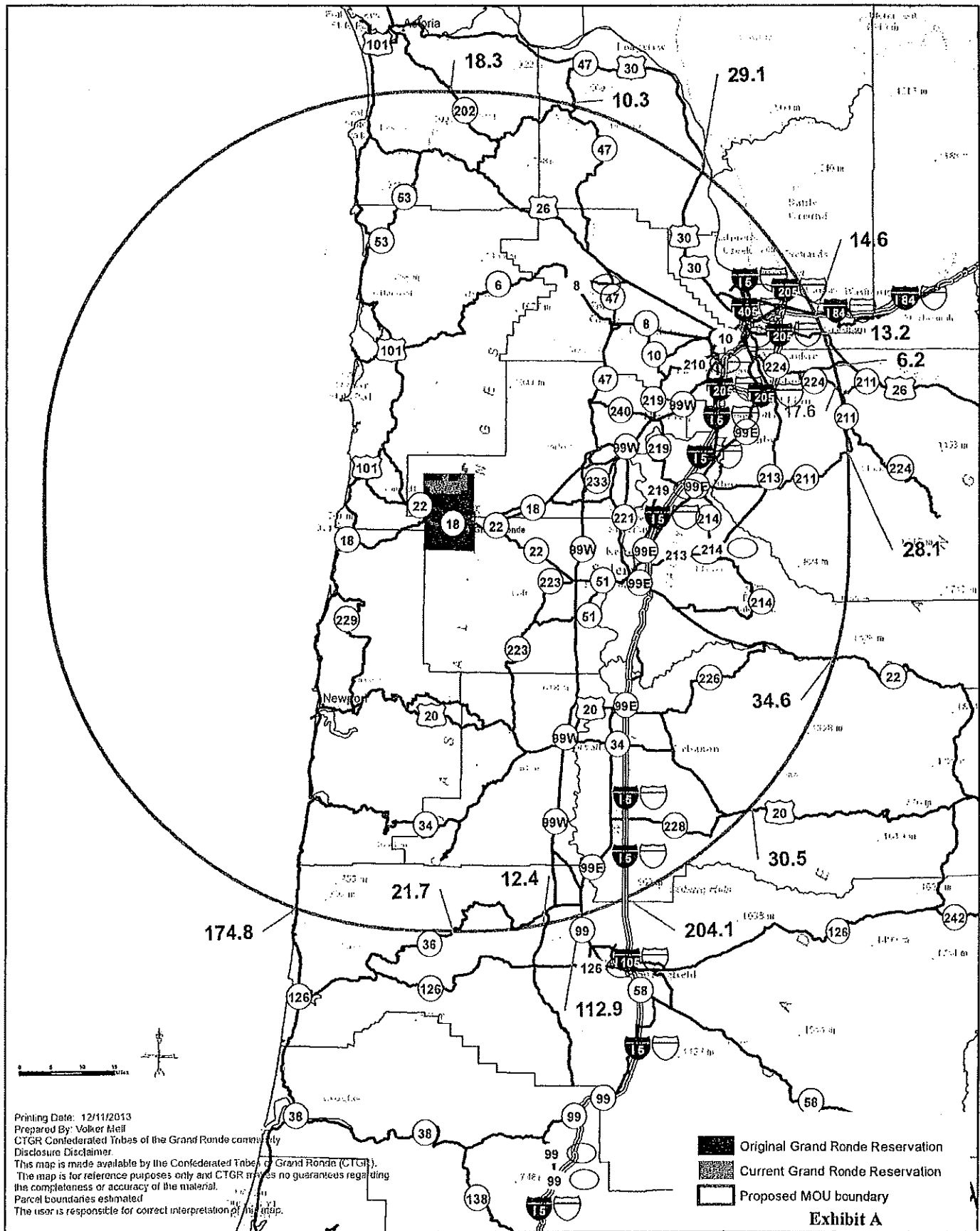
Date 06/27/2024

APPROVED AS TO LEGAL SUFFICIENCY

By /s/ Karen E. Clevering
Karen E. Clevering
Assistant Attorney General

Date June 27, 2024 (approved via email)

Reservation MOU Boundary





TRIBAL EMPLOYMENT RIGHTS OFFICE

Confederated Tribes of the Grand Ronde

MOU COMPLIANCE AGREEMENT

Project Name: _____

Contractor: _____

Address: _____

Contract # _____

Approximate Start Date: _____ Duration _____

The Confederated Tribes of the Grand Ronde, through the Tribal Employment Rights Office (TERO) program, and the State of Oregon Department of Transportation (ODOT) have executed a **Memorandum of Understanding** which applies Indian preference for employment and subcontracting opportunities within 60 miles of the Grand Ronde Reservation boundary. The prime contractor (Contractor) and its subcontractors involved in any project within the MOU boundary will negotiate with the TERO program representative to meet the goals prescribed on this project.

The CTGR TERO program and _____ (contractor),
through its representative (name and title) _____,

Contact Person: _____, Phone Number: _____, E-mail: _____,

have entered into an agreement as a result of their company being awarded a contract (or subcontract) for the _____ project and hereby agree to the following:

ARTICLE I – CONTRACTOR – agrees to comply with the TERO provisions for the selection of American Indian employees and subcontractors. The Contractor will be responsible for relating these provisions to each of its subcontractors who are all subject to these hiring provisions; the Contractor will ensure that each subcontractor enter into a CTGR TERO Compliance Agreement prior to commencing work on the project.

ARTICLE II – EMPLOYMENT PRIORITY – The Contractor agrees to utilize to the greatest extent, TERO workers that are qualified, in the hiring of its employees for the duration of the project. Wages will be paid according to applicable laws. Monthly payroll reports will be submitted to the TERO program as required. Whenever the Contractor determines an Indian employee referred by TERO is not performing adequately the Employer shall notify TERO immediately about the problem. Contractor agrees not to terminate any Indian employee until a TERO representative has had an opportunity to provide counseling. If the situation is not remedied after counseling, TERO will refer another qualified worker.

Though the Contractor is not required to employ applicants who, in the Contractor’s opinion, are not qualified to perform the work required, the Contractor will make good faith effort to give those that are hired every opportunity to retain employment. Use of adverse employment practices or failure to meet hiring goals, shall cause the Contractor to be subject to sanction(s). Such sanction(s) include: 1) immediate replacement with Indian workers, 2) back pay and/or reinstatement where applicable, 3) if flagrant violations in hiring and/or employment practices by an employer occur, a monetary fine, not to exceed \$1,000 per violation, can be assessed.

Any form of harassment or discrimination directed towards TERO referrals by company employees on the project will not be tolerated. The TERO program will work with ODOT Civil Rights staff to investigate, frame charges, establish prima facie evidence, mediate and settle complaints associated with all forms of discrimination and/or harassment.

ARTICLE III – EMPLOYMENT GOALS – Employment goals for each project will be set by the TERO program and ODOT representatives. The Contractor shall give full consideration to all qualified Indians referred by the TERO program and meet the prescribed number of TERO referrals according to the “Hiring Goals” established in **ATTACHMENT 1** (below). The Contractor must make every effort to place a job order with the TERO program 48 hours prior to needing a TERO referral. If after placing a job order with TERO, no qualified Indian workers are available, a waiver will be provided to the Contractor allowing them to hire from their own sources.

Core crew employees must have been on the company payroll for at least six months to qualify as core crew. Any training opportunities on this project must be extended to Indians.

ARTICLE IV – COMPLIANCE FEE- The Federal Highway Administration allows for payment of this fee from the Prime Contractor to the TERO program, which must be paid prior to commencement of work on this project. The fee on each project is determined and published in the pre-bid document “Special Provisions” issued by ODOT and based on the MOU between the Tribe and State of Oregon.

_____ Contractor Representative	_____ Title	_____ Date
_____ TERO Representative	_____ Title	_____ Date

TRIBAL EMPLOYMENT RIGHTS OFFICE

Confederated Tribes of the Grand Ronde

MOU COMPLIANCE AGREEMENT

ATTACHMENT 1

HIRING GOALS

Project Name: _____ Contractor: _____

Goal: _____%

TERO Representative Approval: _____ Date: _____

Contractor Approval: _____ Date: _____

Positions by trades skill on project	Estimate of each skill	TERO utilization	% of TERO workers	Wage
TOTALS				

Duration of work on project: _____

TERO reserves the right to negotiate for any positions listed above in order to meet the prescribed employment goals. This attachment supplements the TERO Compliance Agreement in which the Employer agrees to meet their obligation pursuant to the CTGR Tribal Employment Rights Ordinance.

TRIBAL EMPLOYMENT RIGHTS OFFICE

Confederated Tribes of the Grand Ronde

CONTRACTOR'S SPECIFIC OBLIGATIONS

As a contractor/subcontractor conducting business on or near the Grand Ronde Reservation, your specific obligations under the Tribal Employment Rights Code and this contract include the following:

1. Provide TERO with a precise listing of positions you will use on this project from the superintendent on down, and the number of each craft. These positions will be negotiated for as well as any Core Crew requested:
2. Core Crew requests must be in writing with rationale for each. The listing of positions and the Core Crew requested must be submitted to TERO at least three (3) days prior to a required pre-construction meeting with TERO staff or start up of the project. Core Crew must have been on the Company payroll for at least six (6) months in order to qualify as Core Crew.
3. Inform TERO of all signatory trade unions to be involved in the project. TERO obligations have priority over union obligations by a contractor signatory to any trade unions. However, TERO will consider Indian workers of the trade unions in order for contractors to meet their hiring goals.
4. Notify TERO of all job vacancies. All available Indian applicants shall be considered first before any non-Indians are considered for employment and training. If no qualified Indians are available, TERO will provide a consent form to waive this obligation;
5. Employees referred by the TERO program will have preference in retention of employment from the beginning to the end of the project. Inform TERO of any lay-offs.
6. Before any TERO referral is terminated from the project you must inform TERO immediately to allow for informal counseling;
7. Allow on-site inspections by TERO representatives;
8. Provide copies of Monthly Employment Utilization Report to the TERO program as specified in the TERO Compliance Agreement;
9. No work on the scheduled program will begin until all applicable agreements are signed. Failure to sign the required agreements shall serve as just cause for the contractor/subcontractor to be subject to sanction(s) as prescribed in the TERO Compliance Agreement and CTGR TERO Ordinance.

Respectfully submitted by me as evidenced by my signature found below, and under my authority vested in me as a duly-appointed representative for TERO:

TERO Representative

Date

CERTIFICATION OF SERVICE:

I, _____, duly swear that I have been provided the specific obligations of Indian preference as a contractor conducting business on or near the Grand Ronde Reservation. I attest to the fact that the TERO representative whose signature is found above did in fact read these specific obligations and allowed for an opportunity to present questions, comment or discussion on these requirements related to this contract.

Employer Representative

Date

Company

Exhibit C – CTGR/CTWS TERO Boundary Overlap

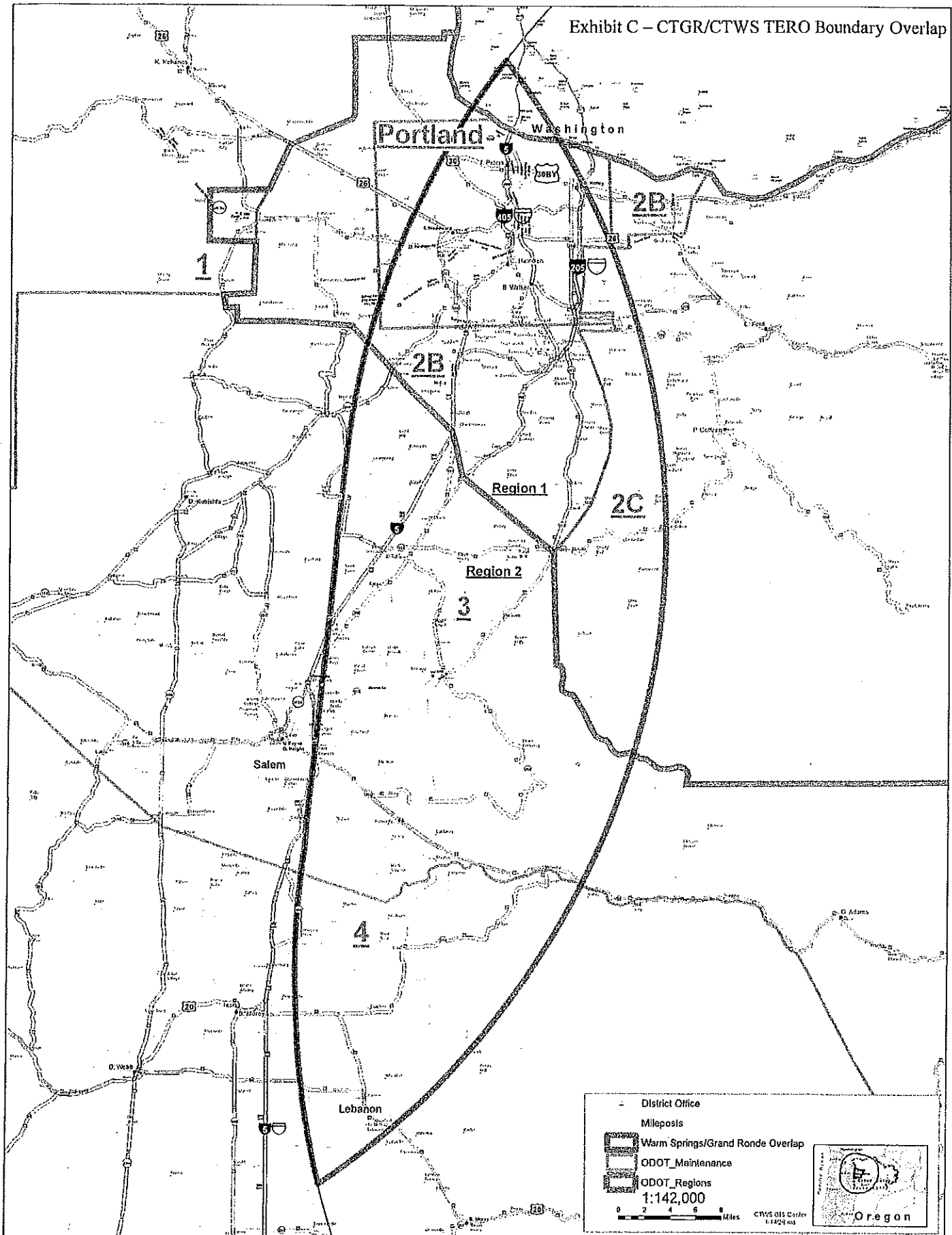


Exhibit C – CTGR/CTWS TERO Boundary Overlap

OR229: Fuller & Ojalla (Siletz River) Bridges Project

INDIAN EMPLOYMENT GOALS AND COMPLIANCE FEE

Indian Employment Preference Goal

The assigned Indian Employment Preference goal for this Project is 5%.

Compliance Fee

As established in separate Memorandum of Understanding (MOU) with the Confederated Tribes of the Grand Ronde Community of Oregon (CTGR) a project in which any work takes place within reservation boundary or within the TERO boundary may be 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:

\$1 to \$500,000 of Contract Amount × 1.00%	=	_____
\$500,001 to \$999,999 of Contract Amount × 0.75%	=	_____
\$1,000,000 to \$1,999,999 of Contract Amount × 0.50% ..	=	_____
\$2,000,000 up to the full Contract Amount × 0.25%	=	_____
Total COMPLIANCE FEE for this Project is:	=	_____

PROJECT WAGE RATES

Applicable Wages - The following federal prevailing wage rates and the State prevailing wage rates (including any wage rate determinations, modifications, or amendments), last published prior to Bid Opening apply to this Project and will be incorporated into the Contract:

(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".

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.

Wage Rates are Internet-Accessible - Contractor may access the Davis-Bacon/BOLI Combined Prevailing Wage Rates, on the table provided by Bid Opening Date on the web page located at:

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

Covered Occupations – The BOLI publication titled "Definitions of Covered Occupations" last published prior to bid opening applies to this project and is located at:

<https://www.oregon.gov/boli/employers/pages/occupational-definitions.aspx>

COATING SYSTEM WARRANTY (36 MONTH)

THIS WARRANTY, made by _____
(Contractor)

of _____ and

of _____

hereinafter called "Warrantors", in favor of the State of Oregon, hereinafter called "State";

WITNESSETH:

RECITALS:

1. State has contracted for preparing and coating structural steel and other metal surfaces on the _____.
- (Description of surfaces to be coated)
2. Under the provisions of Contract No. _____ pertaining in part to coating under said Contract of structural steel and other metal surfaces, entered into by State and _____ ("Contractor"), the Contractor is required to and hereby furnishes to the State a written warranty for the coating system warranting against defects as provided in said Contract for a period of 36 months beginning at the issuance of the Second Notification under said Contract.

OR229: Fuller & Ojalla (Siletz River) Bridges Project

NOW, THEREFORE, in consideration of the foregoing, Warrantors hereby agree and unconditionally warrant to the State that the coating system and all coating work, both above deck and below deck, are and shall be free from all defects as defined in the above-described Contract for a period of 36 months, and that if any such defects occur or are discovered within said 36 month period, Warrantors shall, forthwith upon receipt of written notification of any such defect or defects make repairs to the coating system necessary to meet the original Contract requirements, at no additional cost to the State, within the time limits as specified in the Contract. References herein to the warranty requirements of the Contract include, but are not limited to, the terms, conditions and requirements contained in the Specifications, including, but not limited to, subsections 00130.40, 00170.85(b)(1), and 00594.75 for the Contract, which are incorporated herein by this reference.

It is expressly understood and agreed that the warranty and obligations herein set forth are made and undertaken by Warrantors to and for the benefit of the State.

IN WITNESS WHEREOF, Warrantors have set their hands as of this _____ day
_____ of 20 ____.

ATTEST:

(Contractor)

SUPPLEMENTAL PERFORMANCE BOND (36 MONTH WARRANTY PERIOD)

KNOW ALL MEN BY THESE PRESENTS, That we _____
as principal, and _____
as Surety, a corporation duly organized and existing under and by virtue of the laws of the
State of _____ and duly authorized to transact the business of Surety
in the State of Oregon, are jointly and severally held and bound unto the State of Oregon in
the sum of _____ (\$_____) Dollars,
for the payment of which we jointly and severally bind ourselves, our heirs and
executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas, the principal herein has, on or about the _____ day of
_____, 20 __, made and entered into a certain Contract with the State of
Oregon, by and through the Oregon Transportation Commission and its Department of
Transportation, which agreement is more fully described as
_____, Contract No. _____, under
which Contract the principal agrees to furnish certain materials and to perform certain work
which it agrees to do in accordance with the terms, conditions and requirements as set out
in said Contract, and whereas, in connection with said Contract, the principal and others have
executed a written warranty, a copy of which warranty is attached hereto and by this
reference made a part hereof;

And, whereas, the principal also agrees to furnish materials and perform work according
to all authorized modifications of the Contract which increase the amount of work and amount
of Contract. Notice to the Surety of any of the immediately foregoing is waived.

And, whereas, the principal has therein undertaken to warrant the work of preparing and coating structural steel and other metal surfaces against any defects, as therein defined, for a period of at least 36 months beginning at the issuance of the Second Notification.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms of such warranty and shall well and truly perform all matters and things by it undertaken to be performed under said warranty upon the terms proposed therein and shall do all things required of said principal by the laws of this state and shall indemnify and save harmless the State of Oregon, the Oregon Transportation Commission and its Department of Transportation and their respective members, officers, employees, and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said warranty by the Contractor or Subcontractors, then this obligation is to be void, otherwise to remain in full force and effect.

In no event shall the obligations under this bond be terminated without written consent of the State of Oregon, by and through its State Transportation Commission and its Department of Transportation.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission or its Department of Transportation, be obligated for the payment thereof.

Signed and sealed this ____ day of _____, 20 ____.

SURETY _____
Attorney-in-fact

PRINCIPAL _____

BY _____

BY _____
(Official Capacity)

Countersigned:

Resident Agent

Attest: _____
Secretary

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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

Structures & Signing
OR229: Fuller & Ojalla (Siletz River) Bridges Project
Siletz Highway
Lincoln County

PROFESSIONAL OF RECORD CERTIFICATION:

 RENEWS: 06-30-2028	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Construction Survey Work. Modified Special Provisions were prepared by me or under my supervision. Section 00305
--	---

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Structures & Signing
OR229: Fuller & Ojalla (Siletz River) Bridges Project
Siletz Highway
Lincoln County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature  RENEWS: 06-30-2027	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Traffic Control, Pavement Markings and Signing. Modified Special Provisions were prepared by me or under my supervision. Section(s) 00220, 00221, 00222, 00223, 00224, 00225, 00227, 00440, 00850, 00860, 00905, 00920, 00930, 00940, 02110, 02910
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Structures & Signing
OR229: Fuller & Ojalla (Siletz River) Bridges Project
Siletz Highway
Lincoln County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature  EXPIRES: 02-01-2027	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Asbestos Materials and Painted Materials. Modified Special Provisions were prepared by me or under my supervision. Sections 00295 and 00296
---	--

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Structures & Signing
OR229: Fuller & Ojalla (Siletz River) Bridges Project
Siletz Highway
Lincoln County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature  RENEWS: 12-31-2027	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Bridge 00851A and 00852A. Modified Special Provisions were prepared by me or under my supervision. Sections 00253, 00255, 00501, 00542, 00560, 00582, 00585, 00594, 00842, 02001, 02020, 02510, 02530, 02560, 02571
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

OR229: Fuller and Ojalla (Siletz River) Bridges Project

SPECIAL PROVISIONS

WORK TO BE DONE

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

1. Placing and removing temporary construction traffic control measures.
2. Construct repairs for two bridges .
3. 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
- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight"
(Form No. 734-2357)
<https://www.oregon.gov/odot/Forms/2ODOT/7342357.pdf>

OR229: Fuller and Ojalla (Siletz River) Bridges Project

- 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.

OR229: Fuller and Ojalla (Siletz River) Bridges Project

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:

"Structures & Signing
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Siletz Highway
Lincoln County
October 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
00296.30	Personnel Qualifications
00585.30	Personnel Qualifications

Add the following to the end of this subsection:

The Agency will hold a prebid meeting for all holders of Solicitation Documents at the ODOT Corvallis Area 4 office in the Marys Peak Conference room, located at 3700 SW Philomath Blvd in Corvallis, Oregon at 10:30 a.m. on Tuesday September 15, 2026. An online virtual prebid meeting option through Microsoft Teams will be held at the same time and date as the in-person prebid meeting. A link for the online virtual prebid meeting through Microsoft Teams will be included with the prebid meeting agenda posted to ODOT’s eBids website under Bid reference documents.

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

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

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

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

00160.20(d)	Build America Buy America Act Requirements
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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.

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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.

00130.80 Project Site Restriction - Replace the paragraph that begins "Until the Agency sends the Contractor ..." with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.65(b), the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment, or workers onto that Project Site.

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).

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

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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
Central Lincoln PUD	Jacob Pettis 541-574-3639 PO Box 1126 Newport, OR 97365 JPettis@cencoast.com
Lumen	Joshua Coplantz 503-339-2222 740 State Street, Room 407 Salem, OR 97301 Joshua.coplantz@lumen.com

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.

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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

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(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.

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- **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.

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

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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.

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;

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- 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.

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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:

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, AWP, 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.

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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:

00170.06 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

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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

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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.

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.

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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:

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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;
- 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

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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.

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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.

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.

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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.

00170.20 Public Works Bond – Delete this subsection.

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 Minimum Wage and Overtime Rates for Public Works Projects – Replace this subsection with the following subsection:

00170.65 Requirements for Public Works Projects:

(a) General - The provisions of ORS 279C.800 through ORS 279C.875 and OAR 839-25 are applicable to this Public Works Project ("Prevailing Wage Rate Provisions"). The Contractor, a Subcontractor or other person or Entity Contractor uses in performing all or part of the Contract who are required to comply with the Prevailing Wage Rate Provisions are collectively referred to as "Covered Employers" for the purposes of 00170.65. Covered Employers include employers of workers described in 00170.65(c)(1). "Covered Occupation" as used in 00170.65, refers to each occupation defined in the applicable Oregon Bureau of Labor and Industry ("BOLI") publication titled *Definitions of Covered Occupations for Public Works Contracts in Oregon*.

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

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

(b) Public Works Bond - Before starting Work, Covered Employers shall each file with the Construction Contractors Board, and maintain in full force and effect, a separate public

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works bond, in the amount of \$30,000 unless otherwise exempt, as required by ORS 279C.830(2) and ORS 279C.836. The Contractor shall verify each Covered Employer has filed a public works bond before that employer begins work.

(c) Prevailing Wage Requirements - Each Covered Employer must pay its workers on the Project in each Covered Occupation not less than the prevailing rate of wage for each Covered Occupation as set by BOLI in the applicable version of its publication entitled Prevailing Wage Rates for Public Works Contracts.

If the Class of Project is Federal-aid, each Covered Employer must pay its workers on the Project in each Covered Occupation not less than the applicable BOLI prevailing wage rate or the federal prevailing wage rate required under the Davis Bacon Act (40 U.S.C. 3141 et seq.), whichever is higher.

The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

The applicable Project Wage Rates and *Definitions of Covered Occupations for Public Works Contracts in Oregon* are included in the Special Provisions.

(1) Satellite Location Bespoke Work Subject to ORS 279C.800(G) - As required in ORS 279C.800(G) and OAR 839-025-0800, Covered Employers include employers of workers performing bespoke work at satellite locations when the applicable version of the BOLI publication entitled Prevailing Wage Rates for Public Works Contracts has expressly made a wage rate applicable to the satellite location bespoke work. Contractor must provide the Engineer with written notice of the satellite work that will be performed as part of its Consent to Subcontract. If the Covered Employer is not a Subcontractor, Contractor must provide the Engineer with a copy of its agreement with that Covered Employer prior to that Covered Employer performing any Work on the Project. The agreement must meet the requirements of 00170.65(f).

(2) Payroll and Certified Statements - As required in ORS 279C.845, every Covered Employer shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or Subcontractor's weekly payroll records for each worker employed on the Project.

If the Class of Project is Federal-aid, in addition to providing the payroll information and certified statements required under ORS 279C.845, every Covered Employer shall submit written certified statements that also meet the requirements in FHWA Form 1273.

The Covered Employers shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(3) Retainage for Noncompliance with 279C.845:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the Project until the Contractor has filed the

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certified statements required in ORS 279C.845 and in FHWA Form 1273, if the Class of Project is Federal-aid. The Agency will pay to the Contractor the amount retained within 14 Days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

b. Contractor - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first-tier Subcontractor on the Project until the first-tier Subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if the Class of Project is Federal-aid. Before paying any amount retained, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 Days after the first-tier Subcontractor files the required certified statement, the Contractor shall pay the first-tier Subcontractor any amount retained.

(4) Posting Requirements - Every Covered Employer must post the prevailing wage rates and notices in accordance with OAR 839-025-0033.

(d) Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.520 and ORS 279C.540. If the Class of Project is Federal-aid, the Contractor shall comply with the overtime provision affording the greatest compensation required under FHWA Form 1273 and ORS 279C.540.

(1) Maximum Hours of Labor and Overtime Pay - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any 1 Day, or 40 hours in any 1 week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

- For all overtime in excess of 8 hours a day or 40 hours in any 1 week when the work week is 5 consecutive days, Monday through Friday; or
- For all overtime in excess of 10 hours a day or 40 hours in any 1 week when the work week is 4 consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

(2) Notice of Hours of Labor - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

(3) Exception - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the Project, and its terms shall extend to workers who are working on the Project (see OAR 839-025-0054).

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(e) State Time Limitation on Claim for Overtime - According to ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 Days from the completion of the Contract, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- Cause a circular, clearly printed in boldfaced 12-point type and containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed to perform Work; and
- Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

(f) Required Terms for Agreements with Covered Employers - Contractor must have agreements with all Covered Employers. For each Covered Employer that is not a Subcontractor, the Contractor's agreement must include:

- (1) A clause or condition that if the Contractor fails, neglects, or refuses to make payment to the Covered Employer, the Covered Employer may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580.
- (2) A provision requiring the Covered Employer to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
- (3) A provision that requires the Covered Employer's workers on the Project to be paid not less than the specified minimum hourly rate of wage.
- (4) A provision that requires the Covered Employer to be registered as a vendor in OregonBuys, the on-line electronic Automated Oregon Procurement System administered by the State's Department of Administrative Services; and
- (5) A clause that requires the Covered Employer to include (1) – (4) in each of the Covered Employer's agreements with other Covered Employers of Workers on the Project that are also subject to the requirements of ORS 279C.800 through ORS 279C.870.

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

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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)
Pollution Liability	\$1,000,000	\$2,000,000
• With Lead Liability Endorsement or separate coverage		
Commercial Automobile Liability with Pollution Coverage	\$2,000,000	(aggregate limit not required)

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

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive 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

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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.

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

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

- Driver's name;
- Present driver license upon request;
- Vehicle identification number;
- Present vehicle registration upon request;
- Motor vehicle license plate number;
- Motor Carrier account number;
- Present ODOT Motor Carrier 1A Permit upon request; and
- Name of owner/operator from the side of the truck.

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Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

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.)

00180.40(b) On-Site Work – Replace the bullet that begins "Filed with the Construction Contractors..." with the following bullet:

- Filed with the Construction Contractors Board the public works bond as required in 00170.65(b);

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
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)

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.

At the preconstruction conference, or at a mutually agreed upon time at least 10 Calendar Days prior to beginning ground disturbing activities, the Contractor shall meet with the Engineer to discuss sensitive cultural sites on the Project. In attendance at this conference shall be:

- The Contractor's supervisory personnel.
- Any Subcontractors (including contract archaeological monitors) and supervisory personnel who will be involved in ground disturbing activities.
- Agency archaeology representative or region environmental coordinator.
- When applicable, tribal representative(s) or monitor(s).

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Add the following subsection:

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

The Contractor shall complete all Work to be done under the Contract not later than April 30, 2028.

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, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e).

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

Add the following subsection:

00180.85(e) Traffic Delays Beyond 20 Minutes - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

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

Add the following subsection:

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

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

$$\text{Adjustment Factor} = (\text{MFP}) - (0.90 \times \text{Base})$$

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(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:

The following Pay Items associated with the following Bridges and Structures:

Bridge No. 00851A (Fuller)

19 Gal/\$1,000

Item

Temporary Work Access and Containment
Bridge Jacking at Bent 3
Bridge Removal Work
Reinforcing Bar Repair
Concrete Repair
Structural Steel Maintenance
Bearing Devices, 10 Inch Wide, 10 Inch Long, 3 Inch Thick
Bearing Devices, 21 Inch Wide, 16 Inch Long, 5.25 Inch Thick
Poured Joint Seal
Surface Preparation
Coating Application
Coating Materials
Pack Rust Removal
Bridge Identification Markers
Rivet and Bolt Replacement

Bridge No. 00852A (Ojalla)

19 Gal/\$1,000

Item

Temporary Work Access and Containment
Bridge Jacking at Bent 3
Bridge Removal Work
Reinforcing Bar Repair
Concrete Repair
Structural Steel Maintenance
Bearing Devices, 10 Inch Wide, 10 Inch Long, 3 Inch Thick
Bearing Devices, 21 Inch Wide, 16 Inch Long, 5.25 Inch Thick
Poured Joint Seal
Surface Preparation
Coating Application
Coating Materials
Pack Rust Removal
Bridge Identification Markers
Rivet and Bolt Replacement

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

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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(b) Retainage – Replace the paragraph that begins “As provided in...” with the following paragraph:

As provided in 00170.65(c)(3) in addition to any retainage, a withholding of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

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

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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.

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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

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Replace the paragraph that begins "When a Subcontractor performs ordered..." with the following paragraph:

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 10% on each Force Account Work order.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

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:

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

00220.02(b) Temporary Pedestrian Accessible Route Plan - Replace the title of this subsection with "Temporary Pedestrian Accessible Route"

Replace the paragraph that begins "For the safety and accessibility ..." with the following paragraph:

For the safety and accessibility of pedestrians, provide and maintain TPAR for pedestrian pathways impacted by construction or construction staging, and the following:

Replace the bullet that begins "TPAR shall meet ..." with the following bullet:

- Meet the requirements of Part 6 of the MUTCD.

Replace the bullet that begins "Mount signs between the panels..." with the following bullet:

- Mount signs between the panels of a Type II barricade, on a PCD, or on a single-post temporary sign support, as shown. Place signs facing pedestrian traffic.

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

- Maintain access to bus stops and Pedestrian Accessible Routes.

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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 Siletz Highway (OR229) 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 on the Siletz Highway (OR229) may be closed during the following times:

- Daily, Sunday through Saturday.

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 Structures Nos. 00851A & 00852A 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.

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(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:

- Pave 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.

00220.60(a)(2) Agency Responsibility - Replace the paragraph that begins "The Agency is responsible ..." with the following paragraph:

The Agency is responsible to do the following at Agency expense:

00220.60(b) During Suspensions - Replace the paragraph that begins "During suspensions of the Work ..." with the following paragraph:

During suspensions of the Work, maintain Surfacing that the Contractor is responsible for under 00220.60(a)(1), and maintain Work Zone traffic control according to the Specifications and the following:

00220.70 Opening to Traffic - Replace the paragraph that begins "When it is in the public interest, the ..." with the following paragraph:

When it is in the public interest, the Engineer may order any portion of the Work opened to traffic. If the portion opened to traffic has been finished in an acceptable manner, it will be designated as "accepted for traffic", and the Contractor will be relieved of maintaining it for legal, Public Traffic. If the portion of the Work to be opened to traffic has not been finished in an acceptable manner, maintain that portion of the Work under traffic in a condition serviceable and adequate for traffic until it is finished in an acceptable manner, except as specified in 00220.60(b).

Replace the paragraph that begins "Maintain portions of the Work designated ..." with the following paragraph:

Maintain portions of the Work designated "accepted for traffic" if so ordered. Maintain portions of the Work opened to traffic but not "accepted for traffic" at no additional compensation, except watering ordered to protect the Work or to alleviate dust will be paid for according to Section 00340.

Replace the paragraph that begins "If the Contractor delays the completion ..." with the following paragraph:

If the Contractor delays the completion of Shoulders, sidewalks, curb ramps, drainage Structures, or other feature of the Work, the Engineer may order all or any portion of the Work to be opened to traffic. In this case, the Contractor is responsible for maintenance as described in 00220.60(a)(1), during the period the Work is opened to traffic, until Final

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Acceptance. Conduct the remaining operations to cause the least obstruction to traffic, and pay all additional costs caused by the presence of traffic.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

00221.05 Regulations and Codes - Replace this subsection with the following subsection:

Provide all electrical Equipment, Materials, and Work conforming to NEC requirements and all other laws that apply.

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.

Meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP) if requesting a Contractor-modified Agency TCP, or a Contractor developed TCP. 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:

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- 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, submit any additional modifications 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.

00221.10 General - Replace the paragraph that begins "All Work Zone TCD shall..." with the following paragraph:

Provide Work Zone TCD complying with the crashworthiness requirements of the *National Cooperative Highway Research Program (NCHRP) Report 350* or with the *AASHTO Manual for Assessing Safety Hardware (MASH)*.

00221.20 Safety Apparel - Replace the paragraph that begins "Workers, except flaggers, working ..." with the following paragraph:

Workers, except flaggers, working within Highway Right of Way and exposed to traffic or construction Equipment are required to wear high visibility safety apparel that meets the Performance Class requirements of the most current version of ANSI/ISEA 107, *American National Standard for High Visibility Safety Apparel and Headwear Devices*. Wear safety apparel that at least meets the following minimum requirements:

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00221.40 General - Replace the paragraph that begins "Existing operational TCD's shall remain..." with the following paragraph:

Maintain existing TCD's in operation throughout the Contract or until replaced by new, permanent TCD as appropriate.

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.

00221.98 Payment, Method "B" - Lump Sum Basis - Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing Materials and TCD, and for providing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00222 - TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.10 Temporary Signs - Replace the paragraph that begins "Furnish temporary signs meeting ..." with the following paragraph:

Furnish temporary signs meeting the requirements of the "Acceptable" category shown in the *ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features* handbook, available from the ATSSA website. Use Materials and fabricate signs according to Section 00940, Section 02910 and the following:

00222.11(b) Portable Sign Supports - Replace the paragraph that begins "Use portable sign supports ..." with the following paragraph:

Use portable sign supports from the QPL and according to the following:

00222.12(b) Permanent Signs - Replace the paragraph that begins "Sign covers for permanent signs ..." with the following paragraph:

Provide sign covers for permanent signs according to Section 00941.

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00222.13 Sign Flags - Replace the paragraph that begins "Sign flags shall be ..." with the following paragraph:

Provide sign flags that are:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- Place a "WAIT FOR FLAGGER" (CR4-23) sign approximately 50 feet in advance of each flagger station, facing incoming pedestrian traffic when a flagger is required to coordinate pedestrian movements. Install the sign on a conical marker or other temporary sign support, as shown or as directed. Do not allow the sign installation height or location to block the visibility of the flagger for incoming Public Traffic.
- At least ten Calendar Days prior to the start of work, when the TPAR is open through the work area, place a "SIDEWALK OPEN" (CW11-3) sign in advance of each end of the Work Area as shown in the TCP or as directed. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or support such that it narrows the pedestrian pathway to a width less than 4 feet. Maintain "SIDEWALK OPEN" (CW11-3) signs while work is affecting the pedestrian pathway.
- Place a "PEDESTRIANS ON ROADWAY" (CW11-2) sign, when the TPAR is located on a Roadway or paved Shoulder, at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the Siletz 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.
- When the horizontal clearance for the Roadway is less than 19 feet, install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the Roadway. Locate these horizontal clearance signs as shown or as directed.
- When the vertical clearance is less than 15 feet 6 inches, install low clearance (W12-2-48) and (OW12-2-36) signs. The clearance shown on the signs shall be 4 inches less than the shortest height of the opening. Locate these low clearance signs as shown or as directed.
- 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.
- Install a "24 HR FLAGGING AHEAD" (CW20-9) sign in each direction approximately 250 feet prior to the "BE PREPARED TO STOP" sign. Remove the temporary signs when 24-hour flagging is no longer required, or as directed.

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- For paving operations on non-freeways, place “ABRUPT EDGE” (CW21-9) and “ROAD WORK XX MPH” (CW20-1a) signs as shown. Use an “XX” value equal to 10 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.
- For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the “ABRUPT EDGE” signs.

00222.41(d) Temporary Sign Supports - Replace the bullet that begins "Provide reflective sheeting ..." with the following bullet:

- Furnish reflective sheeting on TSS posts as shown in the Standard Drawings.

00222.45(b) Portable Changeable Message Signs - Replace the bullet that begins "Messages shall not scroll ..." with the following bullet:

- Do not use messages that scroll horizontally or vertically across the face of the sign.

00222.45(c) Radar Speed Trailers - Replace the bullet that begins "Use a blackout speed threshold ..." with the following bullet:

- Use a blackout speed threshold of 85 mph, that does not allow the radar speed trailer to display a speed or message when the measured speed exceeds 85 mph.

00222.90 Payment - Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing the Materials and TCD, and for providing all Equipment, labor, and Incidentals necessary to complete the Work as specified, except as covered in 00221.90(b).

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

In addition to the requirements of Section 00221, this Work consists of providing flaggers, traffic control supervisors, and providing, operating, and maintaining associated Work Zone traffic control vehicles.

00223.22 Flagger Station Lighting - Replace the paragraph that begins "Use flagger station lighting ..." with the following paragraph:

Use flagger station lighting from the QPL and according to the following:

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Replace the bullet that begins "Illuminates the flagger so that ..." with the following bullet:

- Illuminate the flagger station so that it is visible, and is discernable as a flagger station, from a distance of 1,000 feet.

Replace the bullet that begins "Illuminates the flagger from above ..." with the following bullet:

- Illuminate the flagger station from above at a height of 18 feet ± 3 feet.

00223.23 Automated Flagger Assistance Device - Replace the paragraph that begins "Furnish an automated flagger ..." with the following paragraph:

Provide an automated flagger assistance device (AFAD) from the QPL. Submit the following information for approval for the use of an AFAD to the Engineer, according to 00150.37, a minimum of 21 Calendar Days in advance of using an AFAD. The Engineer will respond within 14 Calendar Days after receipt of the submittal.

00223.26 Pedestrian Transport Vehicle - Replace the bullet that begins "A roof or post-mounted rotating ..." with the following bullet:

- A roof or post-mounted rotating amber light or strobe light that is visible for 360 degrees. Provide a light that is visible and functioning at all times while operating within the Project limits.

00223.31(a) Traffic Control Supervisor - Replace the paragraph that begins "When the Schedule of Items ..." with the following paragraph:

When the Schedule of Items includes an item for a TCS, provide a TCS who meets the requirements of 00223.30. Do not designate the Project superintendent as the TCS. The TCS is required to possess a current ODOT "Oregon Certified Traffic Control Supervisor" card. A TCS with a current card from another state's transportation department, or from the American Traffic Safety Services Association, may obtain an Oregon Certified TCS card upon successful completion of ODOT's Recertification Class.

Replace the paragraph that begins "Before beginning Work ..." with the following paragraph:

Before beginning Work on the Project, the TCS is required to:

Replace the bullet that begins "File with the Engineer and ..." with the following bullet:

- File with the Engineer and local police, their name and a telephone number where the TCS can be contacted at all times.

Replace the bullet that begins "If the Contractor requests to ..." with the following bullet:

- If the Contractor requests to use a modified Agency TCP or a TCP developed by the Contractor, ensure stamped Working Drawings showing the revisions are submitted according to 00221.06 and 00150.35.

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Replace the paragraph that begins "The TCS shall not act as ..." with the following paragraph:

The TCS cannot perform the duties of a flagger or pilot car operator, except in the event of an emergency. The TCS may relieve the flagger or pilot car operator for a period of less than 15 minutes, not to exceed 1 hour per construction work shift.

Replace the paragraph that begins "Make arrangements so that the ..." with the following paragraph:

Make arrangements so that the TCS is available every Day, on call at all times, and available upon the Engineer's request at other than normal working hours.

Replace the paragraph that begins "The TCS shall report to the ..." with the following paragraph:

The TCS is required to report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods. Have appropriate personnel, Equipment, and Material available at all times to expeditiously correct any deficiency in the TCM for the Project.

Replace the paragraph that begins "Notify the Engineer of an alternate ..." with the following paragraph:

Notify the Engineer of an alternate TCS who can assume the duties of the assigned TCS in the event of that person's inability to fulfill the duties of the position. Provide an alternate TCS adequately trained and certified according to 00223.30 and 00223.31. Notify the Engineer at least 12 hours before designating the TCS for the following 12-hour period. Make succeeding notifications within 24 hours every time a subsequent TCS is appointed to the Project.

00223.31(b) Traffic Control Inspection Without TCS - Replace the paragraph that begins "When the Schedule of Items does ..." with the following paragraph:

When the Schedule of Items does not include an item for a TCS, or when TCS is not on-site for a work shift, designate a trained person who is on the Project Site during work hours and on call at all other times, and who:

Replace the bullet that begins "Notifies the Engineer of any ..." with the following bullet:

- Notifies the Engineer of any corrective measures made to the TCP if the TCP is not functioning as required, or to accommodate site conditions. Follow the TCP and do not implement changes to the TCP before revisions are approved by the Engineer.

Replace the bullet that begins "Shall report to the Project ..." with the following bullet:

- Reports to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

Replace the bullet that begins "Designate an area for ..." with the following bullet:

- Designates an area for pedestrians to wait for, load and unload the transport vehicle.

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00223.32 Automated Flagger Assistance Device Operator - Replace this subsection, except for the subsection number and title, with the following:

Use a certified flagger who has been trained in the operation of the AFAD.

The AFAD operator duties include:

- Attending the AFAD at all times during the operation of the device.
- Not flagging traffic and operating an AFAD at the same time.
- Operating a single AFAD. Each AFAD is required to have a separate AFAD operator.

00223.40 Flaggers - Replace this subsection, except for the subsection number and title, with the following:

Locate flaggers far enough in advance of the Work Area to permit adequate time for the motorist to respond to the flagger's instructions. All flaggers, including advance flaggers, are required to use a STOP/SLOW paddle. Do not use roll-up STOP/SLOW paddles for non-emergency flagging operations.

During advance flagging operations, the advance flagger is required to only display the "SLOW" face of the paddle. Cover the "STOP" face of the paddle with a sign cover according to 00222.12(a).

Position flaggers, as directed, at locations where traffic can enter the Highway within the limits of the Work Zone.

Direct vehicles entering the Highway to follow the pilot car line.

Direct pedestrians to wait for flagger instructions. Stop and hold motor vehicle traffic to allow pedestrians to enter the TPAR or exit the TPAR. Ensure pedestrians are clear of all Traffic Lanes before flaggers release motor vehicle traffic.

Direct pedestrians to use the pedestrian transport vehicle to pass through or around the Work Zone. Direct pedestrians to wait for the pedestrian transport vehicle in designated areas identified under 00223.31.

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

Provide flaggers at flagging stations continuously or until the Engineer determines flagging is no longer required.

During Initial setup of portable traffic signal and reduction to single lane, as well as tear down at the end of the project, and any time in between when flagging may be required, provide a dedicated flagger station and flagger to escort bicycle and pedestrian traffic through the affected Work Area.

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00223.41 Flagger Station Lighting - Replace this subsection, except for the subsection number and title, with the following:

Provide continuous flagger station lighting for nighttime flagging as follows:

- Locate the light Equipment on the same side of the Roadway as the flagger station between 5 and 10 feet from the edge of the Traffic Lane, on or beyond the Roadway Shoulder, or as directed.
- Position and orient the flagger station lighting to direct the maximum amount of light toward the flagger station and away from the approaching traffic in the near lane.
- Aim all of the luminaires directly at the flagger station.
- Increase the output wattage or number of luminaires as the luminance from, and number of, surrounding and background lights increases. Do not provide a total output greater than 2,500 watts, unless otherwise directed.

00223.43 Automated Flagger Assistance Device - Replace this subsection, except for the subsection number and title, with the following:

Use the AFAD to control traffic through the Work Zone and as follows:

- Position the AFAD operator's control location a safe distance from traffic.
- Install and operate the AFAD according to the manufacturer's instructions and as shown.
- Do not use the AFAD to control more than one lane of approaching traffic. If necessary, close additional Traffic Lanes, left turn lanes or right turn lanes approaching the AFAD to limit approaching traffic to one lane.
- Provide flagger station lighting when using an AFAD during nighttime hours. Provide flagger station lighting according to 00223.22 and 00223.41.
- Do not use an AFAD to replace a continuously operating temporary traffic control signal. The Engineer may order adjustments to the operation of the AFAD or substitute flagging for the AFAD based on traffic delay, field conditions, and safety concerns.
- When providing an AFAD for each direction of traffic, use AFADs of the same type and from the same manufacturer.
- When an AFAD is not in use during a work shift either turn it off or switch the yellow lens to flash mode. When the AFAD is not in use for more than one work shift, remove it and all accompanying signing from the Roadway.

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.

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00223.90 Payment - Replace the paragraph that begins "Item (c) includes furnishing..." with the following paragraph:

Item (c) includes providing, operating, moving, and removing the flagger station lighting. No separate or additional payment will be made for backup unit in event it is used or not.

Replace the paragraph that begins "Item (f) includes furnishing..." with the following paragraph:

Item (f) includes furnishing, operating, maintaining, repairing, replacing moving and removing each AFAD device, regardless of size or type. No separate or additional payment will be made for AFAD replacement or repair. The AFAD operator will be paid for as a flagger.

Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing the Materials and TCD, and for providing all Equipment, labor, and Incidentals necessary to complete the Work as specified, except as covered in 00221.90(b).

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

In addition to requirements of Section 00221, this Work consists of providing, installing, moving, maintaining, inspecting, and removing channelizing devices including, but not limited to, tubular markers, conical markers, surface mounted tubular markers, plastic drums, and delineators throughout the Project area as shown or specified.

00224.14 Delineators - Replace the paragraph that begins "Use new delineators from ..." with the following paragraph:

Use new delineators from the QPL or salvaged reflectorized delineators (W-1) or (Y-1), as appropriate, and according to the requirements of Section 00840 and the following:

00224.90 Payment - Replace the paragraph that begins "Item (a) includes ..." with the following paragraph:

Item (a) includes providing and installing the complete assembly of each device in its initial location and for removing the device from the surface.

Replace the paragraph that begins "Item (b) includes ..." with the following paragraph:

Item (b) includes providing new or refurbished devices to replace damaged or missing devices.

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Replace the paragraph that begins "In item (e), the type ..." with the following paragraph:

In item (e), the type of barricade is inserted in the blank.

Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing the Materials and TCD, and for providing all Equipment, labor, and Incidentals necessary to complete the Work as specified, except as covered in 00221.90(b).

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

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

00225.40 Temporary Pavement Markers - Replace the paragraph that begins "Temporary pavement markers..." with the following paragraph:

Maintain temporary pavement markers in place until the permanent markings are complete. Replace damaged or missing markers when directed by the Engineer. On the final Pavement wearing Course and along final alignment, place permanent markings a maximum of 28 Calendar Days after placing temporary pavement markers, or as directed.

00225.45 Pavement Marking Removal - Replace the bullet that begins "Do not use grinding to ..." with the following bullet:

- Do not use grinding to remove stripes, durable markings, legends, or bars from the wearing Course or existing surfaces, unless the area is paved over, obliterated, or the pavement markings are replaced to match the original striping configuration.

00225.60 Temporary Traffic Pavement Markings - Replace the paragraph that begins "Temporary pavement markings ..." with the following paragraph:

Maintain temporary pavement markings in place until the permanent markings are complete. Replace missing or damaged temporary markings when directed by the Engineer. On the final Pavement wearing Course and along final alignment, place permanent markings a maximum of 28 Calendar Days after placing temporary pavement markings, or as directed.

Replace the paragraph that begins "If permanent pavement ..." with the following paragraph:

If permanent pavement markings are not placed within 28 Calendar Days after placing temporary pavement markings, replace missing or damaged temporary pavement markings on wearing Course and along final alignment at no additional cost to the Agency, unless otherwise directed.

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00225.80 Measurement - Replace the paragraph that begins "(a) Unit Basis - Temporary ..." with the following paragraph:

(a) **Unit Basis** - Temporary reflective pavement markers, temporary flexible pavement markers, and temporary pavement legends, will be measured on the unit basis, by actual count.

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.

In item (l), the type of temporary transverse rumble strips is inserted in the blank.

Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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, except as covered in 00221.90(b).

SECTION 00227 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION

Comply with Section 00227 of the Standard Specifications modified as follows:

00227.12 Temporary Traffic Signals - Replace the paragraph that begins "Use Materials for temporary traffic ..." with the following paragraph:

Use Materials for temporary traffic signals according to Sections 00960, 00990, 02120, and the following:

00227.12(c) Wood Poles - Replace this subsection, except for the subsection number and title, with the following:

Use poles that are of acceptable condition without visible signs of deterioration or significant longitudinal splits. Furnish poles having no more than 8 drilled holes, with holes at least 6 inches apart, for messenger and tether cable eyebolt attachments.

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00227.13 Portable Traffic Signals - Replace this subsection, except for the subsection number and title, with the following:

Use new or like-new portable traffic signals from the QPL with the following features:

(a) Live Remote Video Monitoring - Provide live remote video monitoring of traffic conditions and the work zone. Provide the Engineer remote access to the video monitoring through the internet.

(1) Physical Requirements - Include the following minimum requirements on the CMS:

- Minimum dimensions of 18" H x 28" W
- 1-2 line message capability
- Line 1: characters of 10-1/4" H x 5- 3/4" W (4 per line)
- Line 2: characters of 7" H x 4" W (6 per line)
- Up to 2 screens per message

(2) Operational Requirements - Power the CMS by the power plant used to power the temporary traffic signal. Provide a wait time display (WTD) with the capability to be remotely programmed in real-time and function in traffic signal applications of fixed time operation and actuated operation as follows:

- When the signal displays a green indication, the CMS may display a "SLOW"/ "WORK ZONE" message. When the signal display changes to a yellow indication, display a "WAIT TIME"/ "UP TO # MIN" message on the CMS. When the signal display changes to a red indication, display "WAIT TIME"/ "UP TO # MIN" on the CMS where # is the remaining red time in minutes and changed with 1 minute intervals, holding on 1 minute until the signal display changes back to a green indication.

00227.14 Temporary Flashing Beacons - Replace the paragraph that begins "Use materials for temporary ..." with the following paragraph:

Use materials for temporary flashing beacons according to Sections 00960, 00990, and the following:

00227.16 Work Zone Presence Lighting System - Replace the paragraph that begins "Furnish Work Zone presence lighting ..." with the following paragraph:

Provide Work Zone presence lighting system using flagger station lighting devices from section 00223.22 of the QPL and meeting the following requirements:

00227.42(a) Removal - Replace this subsection, except for the subsection number and title, with the following:

Remove the temporary traffic signal when directed. Remove all wood poles and guy anchors in their entirety. Abandon vehicle detector loops in place. Contractor provided Equipment remains the property of the Contractor. Return all Agency-furnished Materials according to

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00160.30. Contact the Traffic Systems Service Unit at 503-378-2645 to confirm delivery of Agency-furnished Materials 48 hours prior to delivery.

00227.42(e) Testing and Turn-on - Replace this subsection, except for the subsection number and title, with the following:

Certify that all traffic signal cabinets and related control Equipment for temporary signals for all stages of construction have passed the ODOT laboratory tests. Successfully tested cabinets and related control Equipment are assigned permanent certification tags and will not require further environmental testing. Deliver controllers to the Traffic System Services Unit for functional testing.

00227.43(a) Location and Setup - Delete the sentence that begins "Do not install portable..."

00227.43(c) Testing and Turn-on - Replace the paragraph that begins "Before turning on the portable ..." with the following paragraph:

Before turning on the portable temporary traffic signal, correct all deficiencies identified by the Engineer. Do not change the timing parameters without the approval of the Engineer. Use flaggers according to Section 00223 to control traffic during initial turn on of the signal. The flaggers are required to remain on standby for 2 hours after the signal is turned on and operating properly.

00227.45 Work Zone Presence Lighting System - Replace the paragraph and bullets that begins "Turn off system ..." with the following paragraph and bullets:

Turn off system lights:

- During daytime hours;
- When no active Work is taking place; or
- All TCD have been removed from the Shoulders and Traffic Lanes.

00227.46(a) Removal - Replace this subsection, except for the subsection number and title, with the following:

Remove the temporary flashing beacons when directed. Contractor provided Equipment remains the property of the Contractor.

00227.62 Temporary Traffic Signals - Replace the paragraph that begins "The operation and maintenance ..." with the following paragraph:

The operation and maintenance of the Equipment inside the controller cabinet is the responsibility of the Agency, including:

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Replace the paragraph and bullets that begins "The Contractor is responsible..." with the following paragraph and bullets:

The Contractor is responsible for:

- Providing replacement parts that fail within the controller cabinet while the temporary traffic signal is in use.
- Installing new field wiring as shown without terminating into the controller cabinet.

00227.63 Portland Traffic Signals - Replace the paragraph that begins "The log shall ..." with the following paragraph:

Keep the log with the corresponding portable traffic signal at all times.

00227.66 Temporary Flashing Beacons - Replace this subsection, except for the subsection number and title, with the following:

After successful turn-on of the temporary flashing beacons assume maintenance of the temporary flashing beacons until it is removed. The operation of the equipment inside the controller cabinet is the responsibility of the Agency, except the Contractor is required to provide replacement parts that fail within the controller cabinet while the temporary flashing beacons are in use.

00227.80 Measurement Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for temporary traffic signals, portable traffic signals, temporary flashing beacons, or temporary illumination.

The Work Zone presence lighting system will be measured on the unit basis, for each complete system, where initially installed on the Project. A complete system consists of the number of flagger station lighting from the "PRESENCE LIGHTING SPACING TABLE" as shown.

00227.90 Payment - Replace the Pay Items (b), (c), (e) with the following Pay Item(s):

Pay Item	Unit of Measurement
(c) Portable Traffic Signal, _____	Lump Sum

Add the following paragraph to the end of this subsection:

Item (a) includes all Materials called for by the Plans and Specifications, and providing electrical power and providing, placing, maintaining, adjusting, and removing temporary falsework illumination.

In item (c), the location(s) is inserted in the blank.

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Replace the paragraph that begins "Item (c) includes furnishing ..." with the following paragraph:

Item (c) includes providing, operating, moving, and removing the signals and all required earthwork, Bases, Surfacing, and hard-wired interconnections.

Replace the paragraph that begins "Item (d) includes furnishing ..." with the following paragraph:

Item (d) includes providing, operating, moving, maintaining and removing the Work Zone presence lighting system.

Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing the Materials and TCD, and for providing all Equipment, labor, and Incidentals necessary to complete the Work as specified, except as covered in 00221.90(b).

SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

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

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

On Structure No. 00851A (Fuller) & 00852A (Ojalla), provide temporary work access, containment, heating, and ventilating system(s) for preparation and coating of steel truss.

On Structure No. 00851A (Fuller) & 00852A (Ojalla), provide temporary work access and containment for bearing replacement at Bent 3 and concrete repairs at Bent 2 and Bent 3, respectively.

00253.03(a) Work Access Submittal - Replace the bullet that begins "Maximum wind speed ..." with the following bullet:

- Maximum wind speed where work access structure(s) may remain on the Structure

00253.03(b) Work Containment Submittal - Replace the bullet that begins "Maximum wind speed ..." with the following bullet:

- Maximum wind speed where containment wall materials may remain on the Structure.

00253.04 Design Services - Replace the paragraph that begins "If barges will be ..." with the following paragraph:

If barges are used, provide marine design services by an engineer licensed in the State of Oregon to practice in the field of Naval Architecture and Marine Engineering or other Professional Engineer licensed in the State of Oregon with relevant naval architecture experience as accepted by the Engineer.

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00253.08(a) Contractor-Designed - Replace the bullet that begins "Detail the anchoring system ..." with the following bullet:

- Detail the anchoring system that is used to connect the temporary platform or scaffolding to the existing Structure.

Add the following subsection:

00253.09 Work Platform, Scaffolding and Containment Structural Design Requirements - Design work platforms, scaffolding, and containment Structures for dead load, live load, and wind load. Obtain basic wind speed as shown on Standard Drawing TM671 and applied in the most critical direction. For Structures with fundamental frequency less than 1 Hz, design for wind loads accounting for structural dynamic effects.

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

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

(a) Containment Structures Positioned Symmetrically on any Span - For containment structures positioned symmetrically on any span, design calculations for the bridge structural members are not required if all of the following conditions are satisfied:

- A lane is closed on the structure.
- Total combined live load and dead load of below deck work platforms and containment Structures supported by the span, including all personnel, Equipment, Materials, and collected debris or water, does not exceed 25 pounds per square foot.
- Total combined loading below deck does not exceed 11,875 pounds at each panel point.
- Point loads do not exceed 2,400 pounds at each point and point loads are spaced at least 5 feet in both horizontal directions. Point loads are applied directly to floor beams or panel points within one foot of gusset plates. Design calculations for bridge structural members if point loads are applied to transverse bridge members or wind braces.
- For winds transverse to Roadway, total combined projected area of containments installed on truss span does not exceed 7,300 square feet if wind speeds are at or below 30 mph and does not exceed 7,300 square feet if wind speeds are above 30 MPH.

(c) High Wind Events - If removal of containment walls is used to comply with projected area limits at high wind speed, removal is required when actual wind speed or predicted wind speed exceeds allowable limits. 24-hour weather watch is required during non-work times. Predicted wind speeds are obtained from:

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forecast.weather.gov/MapClick.php?lat=44.731950&lon=-123.917966&unit=0&lg=english&FcstType=graphical

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

Add the following subsection:

00253.43 Structural Repairs - Complete the structural repairs and bearing replacement detailed on plan sheets J01 through J04, JA02, and JB02 before installation of truss maintenance coating containment.

Add the following subsection:

00253.44 Marine Traffic Restrictions - Bridge No. 00851A & 00852A may not be closed to marine traffic.

Add the following subsection:

00253.46 Loads Placed on Structure Roadway, Shoulders, and Sidewalks - When a Traffic Lane, Shoulder or sidewalk is closed the following loading may be applied to the Structures in addition to the loading identified in 00253.09:

When a Traffic Lane or Shoulder closures are allowed on Structure Nos.00851A & 00852A:

- Equipment, vehicles, and Materials may be placed in the closed:
 - Traffic Lane
 - Shoulder
 - Sidewalk
- Equipment, vehicles, and Materials may NOT be placed in or on:
 - Active Traffic Lane
 - Temporary Pedestrian Accessible Route (TPAR)
- No more than one vehicle operating under D.O.T. overload permit will be allowed within the closed area on each span of the Structure.

The combined effect of all loads in the closed area(s) will be limited to the lesser of:

- 2,900 pounds in any single square foot;
- 5,000 pounds in any 100 square feet of surface area of the Structure;

00253.90 Payment - Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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.

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 3 (Fuller Bridge) and bent 3 (Ojalla Bridge), with jacking system for the purpose of bearing replacement and coating work. Once the Work is completed, lower the span back into place and remove the jacking system.

The term “jacking system” includes all components necessary to safely support and transfer loads during jacking operations and temporarily support and brace the bridge between jacking operations. This includes jacking equipment, temporary support seats, falsework jacking bents, temporary corbels, and any other structural elements required to facilitate load transfer, alignment, and stability during the jacking process and performance of the Work which requires bridge jacking.

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:

- Plans for the Jacking Support System which illustrate the structural configuration at each stage of construction, including all components supporting or bracing the structure and all attachments to the structure. Include any required temporary or permanent stiffening or strengthening of existing Bridge members.
 - Descriptions of jacking equipment to be used. Include the sizes, strokes, capacities, and rate of rise of the jacking cylinders.
 - Descriptions, locations and values of all loads, including construction equipment loads.
 - Detailed descriptions of installation and operation sequences for the Jacking Support System and jacking equipment, including instructions describing maximum differential displacements, how to complete the Work without exceeding the maximum displacements, how to monitor bridge displacements, and how to safely release pressure in the jacking equipment.
 - Details for bracing 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 installed after the Bridge has been raised.

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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 Bridge Jacking Work Plan - 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.

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(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 00290 - ENVIRONMENTAL PROTECTION

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

00290.00 Scope - Replace the paragraph that begins "If any provision of the Specifications ..." with the following paragraph:

If any provision of the Specifications appears to conflict with one or more Laws, the more stringent requirement applies, unless the Engineer directs otherwise in situations where the Specifications are more stringent.

00290.20(c)(3)d. Concrete and Masonry - Replace the paragraph that begins "If the Engineer provides written ..." with the following paragraph:

If the Engineer provides written approval, concrete may be reused as Aggregate as directed.

00290.20(c)(3)f. Off-Site Disposal - Replace the paragraph that begins "Subject to local zoning codes ..." with the following paragraph:

Subject to local zoning codes and the requirements of 00280.05, materials that meet the definition of clean fill may be placed on other properties in a manner consistent with environmental requirements, and with the written permission of the property owner. Provide the Engineer a copy of the signed agreement with the owner before placing the clean fill

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material. Do not place the clean fill material at locations that are visible from a public Highway, road, or street unless the site is zoned and licensed for landfill.

00290.20(d) Hazardous Waste Management - Replace the bullet that begins "Fill in the Comments section with ..." with the following bullet:

- Fill in the Comments section with the following statement:

"[Contractor name] is responsible for the following: All hazardous waste management on-site for the duration of this construction Project, for delivery of the waste to a permitted recycling or disposal facility, and for all forms and fees associated with the hazardous waste management including cancellation of the RCRA site identification number at the end of the Project. ODOT is the owner of the waste and maintains long-term responsibility for the waste as required by RCRA, excluding all wastes generated solely from materials brought to the site by the Contractor that remain the property of the Contractor."

Replace the bullet that begins "All employees involved in the handling ..." with the following bullet:

- The Contractor is responsible to ensure that all employees involved in the handling and waste management of CEG hazardous waste comply with the federal and State Laws for hazardous waste management. Train all employees involved in the handling of SQG and LQG hazardous waste according to federal and State Laws. For LQG hazardous waste projects, keep employee training records on-site and readily available.

Replace the bullet that begins "If hazardous waste is treated on-site ..." with the following bullet:

- If hazardous waste is treated on-site, obtain approval from DEQ and the Engineer for each specific treatment or recycling process, treat wastes within accumulation tanks or closed containers that meet RCRA requirements, conduct treatment within the storage time for the applicable generator category, maintain current copies of all required notifications and waste analysis plans readily available on-site and request DEQ technical assistance prior to starting any on-site recycling or treatment.

00290.20(f) Unexpected Contamination - Replace the paragraph that begins "The Engineer will attempt to resolve ..." with the following paragraph:

The Engineer will attempt to resolve the unanticipated situation expeditiously according to 00140.40. Delays to Work due to the discovery of unexpected contamination may be considered for exclusion from Contract Time according to 00180.50(e).

00290.20(g) Spills and Releases - Replace the bullet that begins "Provide a written report to the Engineer ..." with the following bullet:

- Provide a written report to the Engineer, using the DEQ Spill/Release Report form, within 10 Calendar Days of completing spill response, but no more than 30 Calendar Days after the initial event. If the spill was reported to DEQ, submit the report to DEQ concurrently. Include a description of how to prevent future releases.

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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.

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Add the following subsection:

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

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for Bridge activities. Maintain a copy of the WCP on the Project Site at all times during construction, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the WCP. Design the WCP to avoid or minimize disturbance to protected features (sensitive cultural or natural resources, regulated work areas, aquatic life or habitat in regulated work areas) related to Contractor operations.

Before developing the WCP, meet with Agency to review the Contractor's activities that require the WCP to ensure that all parties understand the locations of protected features to be avoided and the measures needed to avoid and protect them.

Notify the Engineer at least 10 Calendar Days before beginning work access or containment construction activities.

The Agency reserves the right to stop Work and require the Contractor to change the WCP methods and Equipment before any additional Contract Work, at no additional cost to the Agency, if and when, in the opinion of the Agency, such methods jeopardize sensitive cultural or natural resources, regulated work areas, or aquatic life or habitat in regulated work areas.

Provide a WCP that identifies how the Contractor's construction operations will protect regulated features during mobilization, construction, maintenance, and demolition. Include a narrative describing compliance with Section 00290.

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:

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00290.51(b) Disturbing Unknown Sensitive Cultural Sites - Replace the paragraph that begins "If the Contractor finds a previously undiscovered..." with the following paragraph:

If the Contractor finds a previously undiscovered sensitive cultural site, immediately cease all activities at that site, follow procedures listed in 00290.50, and notify the Engineer. If the Contractor inadvertently disturbs unknown sensitive cultural sites, but immediately ceases all activities and follows the procedures listed in 00290.50, the Agency, to the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, will indemnify, within the limits of the Tort Claims Act, the Contractor for costs associated with monitoring, recovery, site restoration or other required archaeological Work, provided neither the Agency nor the State are required to indemnify the Contractor for such costs resulting from, arising out of or relating to the willful misconduct, negligence or other wrongful acts attributable to the Contractor or other persons on the Project site.

Replace the paragraph that begins "Delays to Work due to new ..." with the following paragraph:

The Engineer may consider for exclusion from Contract Time according to 00180.50(e) delays to Work due to new cultural resource finds.

00290.90 Payment - Add the following paragraphs 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 providing all Materials, Equipment, labor, and Incidentals necessary to complete the Work as specified. Payment includes providing and updating the Work Containment Plan.

SECTION 00295 - ASBESTOS MATERIALS

Section 00295 is not a Standard Specification and is included in this Project by Special Provision.

Description

00295.00 Scope - This Work consists of removing and disposing of materials containing asbestos. This Work may also consist of testing materials for the presence of asbestos and removing and disposing of materials containing asbestos.

00295.01 Asbestos Survey and Sampling - An asbestos survey was performed on bridges 00851A and 00852A that is to be repaired or demolished for this Project. No asbestos-containing materials (ACMs) were identified on the inspected Structures. The 2024 ODOT report, titled Hazardous Structural Materials Report, Ojalla-Fuller (Siletz River) Bridges, K23123 dated August 9, 2024 documenting the asbestos survey 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.

SECTION 00296 - PAINT AND PAINTED MATERIALS

Section 00296 is not a Standard Specification and is included in this Project by Special Provision.

Description

00296.00 Scope - In addition to the requirements of Section 00290, remove lead, chromium, and cadmium based paints, and materials coated with lead, chromium, and cadmium based paints, according to the following Specifications.

Lead, chromium and cadmium based paints coat the metal on the steel truss structure and rails on the 00851A and 00852A Bridges. Analysis of paint samples collected from this Bridge detected the concentrations of total lead, cadmium, and chromium in the metal paint indicated in Table 00296-3 below:

Table 00296-3

Sample Location and Material	Total Lead (mg/kg)	Total Chromium (mg/kg)	Total Cadmium (mg/kg)
S-1, Fuller Bridge Green Paint	1,400	43,000	28
S-6, Ojalla Bridge Green Paint	3,200	34,000	<19.0 (ND)

ND = not detected above the laboratory detection limit.

The 2024 ODOT report, titled Hazardous Structural Survey Report, Ojalla-Fuller (Siletz River) Bridges, K23123 dated August 9, 2024 documenting these analyses, is available from the Engineer.

Unless otherwise tested, assume that all coatings contain lead, chromium, and cadmium and handle paint and painted materials accordingly during demolition.

00296.03 Submittals - Submit the following documents:

- A job specific written compliance program, according to 29 CFR 1926.62(e)(2), at least 10 Calendar Days before the pre-construction conference. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.
- Modifications to the written compliance program within 7 Calendar Days of the modifications.
- Current employee training certificates and medical surveillance information before beginning work that disturbs paint containing lead, cadmium or chromium.
- Within 48 hours of completing or receiving them:
 - Disposal and recycling facility permits.
 - Transport manifests and bill-of-ladings.
 - All reuse, recycling, and disposal receipts.

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- All analytical test results.

00296.04 Documentation - Include paint and painted materials management and planned reuse, recycling, and disposal information in the pollution control plan. Obtain Engineer approval for the specific reuse, recycling, and disposal methods for all materials before beginning demolition work.

Complete, sign and pay all required fees for all required permits, manifests, and bill-of-lading forms for transport and disposal of the paint and painted materials.

Labor

00296.30 Personnel Qualifications - Provide employees trained in lead awareness, according to 29 CFR 1926.62(l), and also trained according to 29 CFR 1926.1126(j)(2) for chromium and 29 CFR 1926.1127(m)(4) for cadmium, during demolition of painted portions of the Structures.

Construction

00296.40 Handling - Minimize employee exposure to the metals contained in the paint. Provide containment that prevents release of paint chips to the environment. Do not remove or separate paint from painted substrates, unless required to accomplish repair activities.

Measurement

00296.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

00296.90 Payment - No separate or additional payment will be made for Work performed under this Section. Payment will be included in payment made for the appropriate items under which this Work is required.

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

[Contractor] _____
[Bridge Identification] _____
[Description of Scrap Metal] _____

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

_____ [Signature]
_____ [Title]
_____ [Date]

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.05 3D Engineered Models - Replace this subsection, except for the subsection number and title, with the following:

If the Contractor elects to use the 3D Engineered Models to control the work, provide unstamped 3D Construction Models according to 00150.35 that include the following:

- An automated machine guidance (AMG) work plan containing a detailed outline, list of the Pay Items and Work controlled by the 3D Construction Models, and a narrative outlining any differences between the Agency prepared 3D Engineered Models and the 3D Construction Models.
- A copy of the 3D Construction Models used by the Contractor's Equipment for machine guidance or verification that include and represent the Agency prepared 3D Engineered Models with changes identified in the narrative. Provide files in LandXML format or as directed.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.11 Proportions - Replace the paragraph that begins "Furnish, in writing to the Engineer ..." with the following paragraph:

Provide, in writing to the Engineer, the proportions by weight of the following Materials before using any CGC:

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Entrained Air..." with the following bullet:

- **Entrained Air** - 4.0 to 7.0 percent
 - Entrained air not required for precast elements utilizing dry cast mix designs.

00440.13 Field-Mixed Concrete - Replace the paragraph that begins "CGC Work items listed in 00440.14(a)..." with the following paragraph:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers according to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers according to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers according to ASTM C685 at least 21 Days prior to placement.

00440.14(a) General - Replace the paragraph that begins "Acceptance sampling..." with the following paragraph:

Acceptance sampling and testing is based on tests performed by the Contractor's QCT from samples obtained at the site of placement from the discharge of the delivery vehicle.

00440.40(b) Placing - Replace the paragraph that begins "Place CGC..." with the following paragraph:

Place CGC according to the appropriate Sections where CGC is required and the following:

00440.40(c) Forms - Replace the paragraph that begins "Provide forms for CGC ..." with the following paragraph:

Provide forms for CGC according to the appropriate Sections where CGC is required and best common practices. Place to the lines and grades shown or directed.

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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 00501 - BRIDGE REMOVAL

Comply with Section 00501 of the Standard Specifications modified as follows:

00501.00 Scope - Add the following paragraph(s) to the end of this subsection:

Remove portions of the existing bridge BR00851A (Siletz River, Hwy 181 at MP 23.10 (Fuller)) and BR00852A (Siletz River, Hwy 181 at MP 20.66 (Ojalla)) both over Siletz River 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.

Add the following subsection:

00501.03 Submittals - Submit unstamped bridge removal plans according to 00150.35 30 Calendar Days before beginning removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.
- Detailed schedule of bridge removal work.
- Type of Equipment, including size and capacity.
- Equipment location during removal operations.

Do not begin bridge removal work until the bridge removal plans have been approved.

00501.90 Payment - Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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

SECTION 00542 - CONCRETE REPAIR

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

Description

00542.00 Scope - This Work consists of locating and repairing damaged concrete and reinforcement in Structures, and providing mortar or resin buildup over shallow reinforcement.

00542.01 Definitions:

Damaged Concrete - Concrete that is spalled or delaminated due to corroded reinforcement or metal appurtenances such as bearing devices, drains, and conduits; concrete that is debonded from corroded reinforcing bars; concrete with near-surface rock pockets; unsound or delaminated existing patches; and concrete that has been drilled, excavated, or removed during prior maintenance work or during the Work of this Contract.

Hand Patch - Installing hand-troweled repair mortar in concrete cavities up to 0.50 square foot surface area.

Metal Detector - A device to measure any type of metal, whether on the surface or buried in concrete.

Pumped Repair - Installing Pumped Repair mortar in concrete cavities greater than 0.50 square foot surface area.

Reinforcing Bar Locator - A device specifically designed to find reinforcing in concrete.

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

Shallow Reinforcing Bar - Steel reinforcement with 1/2 inch or less of concrete cover.

00542.02 Submittals - Submit the following at least 21 Calendar Days before beginning concrete repair Work according to 00150.37. Within 21 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction".

(a) Concrete Repair Mortar - Submit the following:

- A description of all relevant constituents and properties of the Material. Data published by manufacturer is acceptable unless certifications of the Material characteristics are required by the Specifications.
- For prepackaged products, the manufacturer's certification that the contents include cement and Aggregate and do not include silica fume, fly ash, or any other porosity-reducing admixture. Furnish the proportion (by weight) of portland cement to Sand according to the provisions of 00165.35.
- The Specifications subsection that each repair mortar complies.
- If proposing alternative repair mortar to those specified in 00542.10, test data demonstrating compliance with 00542.10.

For alternate repair mortar submit three 4 by 8-inch cylinders of repair mortar cast in the presence of the Engineer using the proposed mix proportions, admixtures, and mixing and application Equipment, at least 10 Calendar Days before starting concrete repair Work. Cast and cure the cylinders according to AASHTO R 100 or R 39.

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Submit records of mix proportions and indicate the mix design that was used in each repair location. Maintain and provide records that are complete enough to be able to match repaired areas with the mix records.

(b) Concrete Repair Procedure - Submit a concrete repair procedure that includes the following:

- Manufacturer's specifications and operating instructions for all Equipment.
- Details of each step to accomplish the Work.
- Steps to regularly maintain quality control of all newly applied mortar.
- Plan to maintain records of verification of proportion (by weight) of Sand to portland cement and quantity of any additives for all mortar mixed on-site.
- Plan to maintain records identifying the mix design for each repaired area.

(c) Repair Damaged Reinforcing Bars - Submit a plan for accomplishing reinforcing bar repair that includes the following:

- Welder certifications according to AWS D1.4
- Pre-approved welding procedure specification (WPS) or procedure qualification record / welding procedure specification (PQR/WPS)
- Detailed procedure for electrode control measures
- Detailed procedure for achieving, maintaining, and monitoring pre-heat and inter-pass temperatures.

00542.03 Pre-welding Conference - Before beginning concrete repair Work, meet with the Contractor's supervisory personnel, concrete repair Subcontractor's supervisory personnel, the Contractor's certified welding inspector (CWI), and the Engineer at a mutually agreed upon time. The pre-welding conference includes discussion of the Contractor's quality control responsibilities, documentation requirements, welding procedures and Equipment, and demonstration of welder skills.

Materials

00542.10 Patch Material:

(a) Pumped Repair Mortar - Furnish one of the following micro-concrete (MC) or mortars with the required admixture as specified in 00542.15 for pump application.

- Pumped SikaEmaco 440MC (formerly BASF MasterEmaco S 440MC).

Alternative repair mortar meeting the following requirements:

- Non-polymer flowable micro-concrete
- Suitable for pumping
- At least 4,000 psi 28-Day compressive strength
- "Low" potential for cracking and no cracking in 28 Calendar Days when tested according to ASTM C1581, including Appendix

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- Electrical resistivity in the range of 2,000 to 20,000 ohm-cm

Submit proposed alternative Materials for approval according to 00542.02.

(b) Hand Patch Material - Furnish Hand Patching Materials according to 02015.20 or 02015.30. Observe QPL remarks and follow the manufacturer's recommendation for application.

00542.11 Non-conductive Resin - Non-conductive resin is acceptable for filling cavities of 0.05 square feet or less and for resin buildup over Shallow Reinforcing Bar in sound concrete. Furnish a non-conductive resin from the category "Resin Bonded Anchor System" of the QPL, mixed at a 1:1 ratio with clean abrasive blasting Material.

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

00542.13 Water - Furnish water according to Section 02020.

00542.14 Reinforcement and Added Steel - Furnish ASTM A706 Grade 60 uncoated reinforcing bars meeting the requirements of 02510.10. Furnish uncoated, ungalvanized welded wire reinforcement meeting the requirements of 02510.40. Furnish uncoated and ungalvanized metal embedded in the repair material to facilitate concrete replacement.

00542.15 Admixtures - Use only admixtures approved by the Engineer.

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

00542.17 Mechanical Anchors - Furnish the following mechanical screw anchors:

- Dewalt Ultracon + (Hex washer head)
- Hilti Kwik Con II + (Hex washer head)
- ITW Red Head Tapcon (Hex washer head)

Labor

00542.30 Welders - Provide certified welders and welding inspectors according to AWS D1.4.

Construction

00542.40 Work Access, Containment, and Disposal - Provide Work access and debris containment according to Section 00253.

Dispose of waste according to 00290.20.

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00542.41 Locating and Marking - Locate and mark the following:

- Concrete having visible spalling or delamination due to corrosion of reinforcement or metal appurtenances such as bearing devices, drains, and conduits. Include within the repair boundaries all Damaged Concrete at the edges of spalls.
- Visible unsound patches of Material.
- Concrete that is visibly loose, or that becomes dislodged or loosened when struck with a 16-ounce masonry hammer or by other approved technique.

Verify the presence of steel with a metal detector.

The Contractor is advised that concrete containing Aggregate larger than 2 inches can cause false readings. If no steel is present, readings in such areas should be disregarded.

Investigate all spots of rust visually and with a metal detector to determine if a metallic object is present. If a metal object is present mark the location.

In areas where spalling or delamination is not visually detectable, but is indicated by sounding, use a Reinforcing Bar Locator and mark reinforcing bars and their minimum concrete cover. If rust scale or pitting is found on the exposed reinforcing bar, or if the remaining concrete is separated from the bar, mark the Damaged Concrete area for removal.

Do not use internal angles less than 45 degrees in defining the repair boundaries. Make all repairs at least 2 inches wide in each direction. Within these restrictions, mark boundaries such that repair areas can be efficiently sawed and excavated.

Determine and mark the location and extent of each repair excavation. Do not begin concrete removal until location and extent have been verified by the Engineer.

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

00542.42 Concrete Removal - Sawcut the boundaries of concrete to be removed, to a depth just missing the reinforcing bars with less than 1/2-inch concrete cover or to a minimum of 1/2 inch, whichever is less. Do not overrun sawcuts at the corners of the marked boundaries. Sawcutting is not required if the Contractor can consistently provide, by another technique, a minimum 1/2-inch-deep excavation surface that is uniformly perpendicular to the original concrete surface along the marked boundary.

Remove concrete within the marked boundaries with high-pressure waterjet blasting Equipment, pneumatic hammers, chipping guns, manual picks and chisels, or other Equipment approved by the Engineer. Do not use pneumatic hammers heavier than a nominal 15-pound class. Remove concrete in such a way that removal of sound concrete beyond established boundaries is kept to a minimum. When working around reinforcing bars, avoid loosening the reinforcement or fracturing the concrete around it within or beyond the repair area.

Remove all Damaged Concrete within the marked boundaries to the depth of sound concrete. In areas where the reinforcing bar lacks bond with the existing concrete, continue to excavate

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to 1/2 inch beyond the depth of the reinforcing bar. Do not excavate beyond the depth of the reinforcing bar if area shows the reinforcing bar to be free of rust scale or pitting and the reinforcing bar is not separated from the remaining concrete.

The depth of concrete damage, due to corrosion, in any member is not expected to be substantially greater than 1/2 inch beyond the depth of the reinforcing bar.

Do not remove sound concrete over Shallow Reinforcing Bar.

00542.43 Damaged Reinforcing Bar Repair - Repair reinforcing bar showing 50 percent or greater section loss according to the following:

- Remove all Damaged Concrete
- Remove sound concrete as necessary so that there is a minimum of 3/4 inch clearance between the concrete and splice bars over entire length of repair
- Blast-clean all exposed reinforcing steel and concrete
- If feasible, place splice bars so as to allow 1/2 inch of concrete cover without raising the concrete surface
- Perform all weld splicing according to ANSI/AWS D1.4, "Structural Welding Code - Reinforcing Steel". Since the carbon content of existing reinforcement is unknown, assume that preheating is required under ANSI/AWS D1.4. Limit the temperature of reinforcing bar at concrete interface to 500 °F or less, verified using an infrared thermometer.
- Remove any additional concrete that cracks or spalls during welding
- Keep the existing spliced bars in place and avoid gouging and loosening reinforcing bar or damaging sound concrete outside of splice areas
- Keep the splice bar in the proper position during placement of concrete cover

Repair round bars with new splice bars the same size as the original bars. Repair square bars with new round splice bars with a diameter equal to the thickness of the square bars.

00542.44 Shallow Reinforcing Bar in Sound Concrete - If Shallow Reinforcing Bar exists in sound concrete and passes the sounding test, no concrete repair is necessary.

00542.45 Shallow Reinforcing Bar in Damaged Concrete - Where directed, treat prefabricated mesh and other closely spaced shallow metals in the same manner as Shallow Reinforcing Bar in Damaged Concrete. Place additional cover Material over Shallow Reinforcing Bar in Damaged Concrete according to the following:

(a) Mortar Buildup over Shallow Rebar - Place additional mortar as needed to achieve at least 1/2 inch of cover over Shallow Reinforcing Bar repairs.

(b) Resin Buildup over Shallow Reinforcing Bar - In areas where additional buildup is not feasible, or where buildup would detract from the aesthetic appearance of the Structure, furnish additional cover using non-conductive resin according to 00542.11. Apply the resin in 2-inch-wide strips over the Shallow Reinforcing Bar.

00542.46 Surface Preparation - Abrasive-blast or water-blast all concrete surfaces that are to receive additional mortar cover or patches, to remove all debris, loose concrete, concrete

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pulverized during removal, scale, and loose rust. Blast exposed reinforcing bars according to SSPC Standard SP6 "Commercial Blast Cleaning" or equivalent procedure. Do not allow prepared surfaces to remain exposed more than 36 hours before placing repair mortar.

Prepare surfaces that are to receive additional mortar or resin cover with a surface profile according to International Concrete Repair Institute (ICRI) Guideline 310.2R-2013 surface profile CSP 6 (1/8-inch surface profile).

Furnish mechanical anchors for concrete surfaces that are to receive more than 1 inch of repair mortar and have reinforcing bar spacing greater than 9 inches. Install anchors by drilling hole diameter per manufacturer's specification with 1-inch-deep embedment on a 9-inch maximum grid in the concrete substrate.

00542.48 Patch Installation:

(a) Forms - Furnish smooth-surfaced form Materials. Provide adequate support and bracing of forms to prevent deflection under the weight and pressure of new mortar, and to prevent vibration damage to mortar during setting and curing. Leave forms in place for a minimum of 3 Days after mortar placement.

Furnish watertight form Materials and a watertight form system to prevent loss of water during presoaking and repair mortar placement. Incorporate enough pumping ports to ensure consistent placement and enough vent holes or vent tubes to allow air to escape extreme surface irregularities and remote cavities. Limit port spacing to prevent mortar segregation.

Furnish forms that can readily be removed and reinstalled for presoaking, flushing, blowdown, and for verification of Surface Saturated Dry Condition.

(b) Pre-soak - Saturate the substrate concrete for at least 24 hours before application of repair mortar. Use either a watertight form kept full of water; saturated burlap or foam Material packed inside the forms, in contact with the entire existing concrete surface, and soaked frequently; or any other method demonstrated to produce Saturated Surface Dry Condition.

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

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

Mix repair mortar according to the manufacturer's instructions including.

(d) Placing Repair Mortar - Pump repair mortar and achieve thorough and uniform hydration without the use of excess water.

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Do not place mortar before acceptance of Saturated Surface Dry Condition by the Engineer.

Do not place mortar during freezing weather or if temperatures are likely to drop below freezing during the cure period for the mortar. Do not apply mortar to frosted surfaces. Follow the manufacturer's recommendations regarding temperature and weather conditions during mortar placement.

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

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

(f) Mix Records - Record proportion (by weight) of Sand to portland cement and the quantity of any additives for all mortar mixed on-site at the start of each mortar placement operation and every time proportions or additives are changed. Keep a record of the mix used for each repair area.

00542.49 Curing - Take care to avoid cracks in the new mortar due to excessive surface evaporation. Continuously cure all newly applied mortar according to the manufacturer's recommended curing schedule.

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

00542.51 Delamination Survey - After mortar repair Work has cured, conduct a delamination survey of all repaired areas with the Engineer according to the following:

- Sound all repaired areas with a 1-pound masonry hammer or by other approved technique.
- Mark boundaries of all delaminations in the repaired areas.
- Identify the marked delamination that needs Patching.

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

Upon completion of the survey, prepare and sign a survey report that identifies all areas to be patched. Submit the survey report for review and acceptance by the Engineer. Repair the identified areas in a manner satisfactory to the Engineer.

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

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Following the bond strength test of cores according to 00542.52(b), the Engineer will visually inspect the cores for sand pockets and voids. If sand pockets or voids are found, the area from where the core was taken will be marked by the Engineer to aid in the Contractor's delamination survey.

00542.52 Production Quality Control Testing - Acceptance of Work performed under this Section is according to the following tests:

(a) Compressive Test - For each 100 square feet of mortar placed on the Bridge, but not less than once per production Work shift, cast at the same time and under the same conditions three 4 by 8 inch cylinders for testing. Cast the cylinders in single-use plastic molds. Cast and cure strength specimens according to AASHTO R 100 or AASHTO R 39. Test the cylinders for compressive strength according to AASHTO T 22 following a 28-Day cure.

The minimum acceptable 28-Day compressive strength of cylinders is 3,000 psi.

(b) Pull-off Test - Following a 7-Day cure of the mortar patch, core one test specimen from each 100 square feet of newly applied mortar placed on the Bridge surface, at locations designated by the Engineer. Locate cores to avoid damaging reinforcing bar. Core approximately 1/2 inch into the original concrete. Do not break cores free before testing. Perform pull-off tests of the cores in the presence of the Engineer.

Measure the core bond strength according to ASTM C1583. Use pull-test dollies with the same diameter as the cores. Conduct the test until failure.

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

If the test shows failure at less than 100 psi, retest after checking Equipment and verifying core angle is perpendicular to the surface. If the patch area is too small for another test, use alternate patch location. If the retest shows failure at less than 100 psi, then a pull-off test may be performed on in situ concrete substrate in the vicinity of the patch area to determine the existing concrete substrate tensile strength. If in situ concrete substrate fails at 100 psi or less, the Engineer will re-evaluate the original concrete substrate.

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

If any quality control test fails to meet the minimum requirements, any or all repair mortar represented by that test may be rejected by the Engineer.

00542.53 Deficient Repair Mortar - Repair, at no additional cost to the Agency, all mortar patches that show an alligator cracking in the surface or uncontrolled cracks visible without magnification. Perform additional testing as directed to determine the extent of deficient mortar in the production test area represented. If additional patches are found to be deficient, repair the production test area represented according to the Specifications at no additional cost to the Agency. Repairs include removal and replacement of patches found to be substandard.

Repair small crevices a maximum of 0.4 inch deep and 0.1 inch wide at the edge of a patch with non-conductive resin mixed with abrasive blasting Material or other approved patch

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Material, at no additional cost to the Agency. Cut out pockets or other defects and replace with new repair mortar according to this Section.

Measurement

00542.80 Measurement - The quantities of Work performed under this Section will be measured according to the following:

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

(b) **Concrete Repair** - Concrete repair will be measured on the area basis. Measurement will be the outside measurement of the area of Work marked for concrete repair, not including areas marked for mortar buildup over Shallow Rebar, after locating concrete repair and before concrete removal Work. The area of Work marked for concrete repair does not include initially sound concrete that is damaged or micro-fractured by the Contractor's operations.

Payment

00542.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price per unit of measurement for the following item(s):

Pay Item	Unit of Measurement
(a) Reinforcing Bar Repair	Each
(b) Concrete Repair	Square Foot

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 providing mix proportion or mix design records.

No payment will be made for repair of initially sound concrete that is micro-fractured or otherwise damaged by the Contractor's operations.

SECTION 00560 - STRUCTURAL STEEL BRIDGES

Comply with Section 00560 of the Standard Specifications modified as follows:

00560.03 Working Drawings - Replace the paragraph that begins "Submit unstamped Working Drawings ..." with the following paragraph:

Submit unstamped Working Drawings according to 00150.35. Any Work performed before review of these drawings is at the Contractor's risk. When Material is ordered in advance, obtain approval before placing the order.

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00560.03(b) Revisions - Replace this subsection, except for the subsection number and title, with the following:

Submit copies of any revisions to the detailed Working Drawings for review. Work performed before review of these revisions is at the Contractor's risk.

00560.04 Erection Plan - Replace the bullet that begins "Load test and certify the lifting ..." with the following bullet:

- Load test and certify the lifting bracket for a load at least twice the working load and at all angles it is used at (angle of load or rigging). Certification documentation from a previous project may be submitted.

00560.22(a) Test Results Certificate and Initial Identification - Replace the paragraph that begins "Furnish test results certificates ..." with the following paragraph:

Provide test results certificates, showing chemical analysis and physical tests for each heat or plate of steel, for all members according to 00165.35 and Section 02530. Identify each piece of steel to be fabricated.

Replace the paragraph that begins "Material that can be identified ..." with the following paragraph:

Material that can be identified by heat number and mill test report may be provided from stock.

00560.22(b) Steel Identification during Fabrication - Replace the paragraph that begins "During fabrication, and until ..." with the following paragraph:

During fabrication, and until member assembly, mark each piece of steel, other than AASHTO M 270 (ASTM A709), Grade 36 steel, clearly and legibly with its specification identification color code shown in AASHTO M 160 (ASTM A6).

Replace the paragraph that begins "Mark individual pieces of ..." with the following paragraph:

Mark individual pieces of steel, other than AASHTO M 270 (ASTM A709), Grade 36 steel, that are furnished in tagged lifts or bundles with the AASHTO M 160 (ASTM A6) specification identification color code immediately on being removed from the bundle or lift.

Replace the paragraph that begins "Pieces of steel, other ..." with the following paragraph:

Mark pieces of steel, other than AASHTO M 270 (ASTM A709), Grade 36, for grade by steel die stamping or by a substantial tag firmly attached before assembling into members and subject to fabricating operations such as heating, blast cleaning, galvanizing or other coating that might obliterate paint color code marking. Use only rounded characters when primary stress components are identified by steel die stamping. Ensure impressions have a maximum allowable depth of 0.010 inch and are placed a minimum distance of 2 inches from edges of tension-stressed plate members. Use characters that are 1/4 inch to 3/8 inch high and have a minimum face radius of 0.015 inch.

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00560.22(c) Check Samples - Replace this subsection, except for the subsection number and title, with the following:

To verify the accuracy of test reports, obtain check samples from material furnished for fabrication. The plates, shapes or bars from where check samples are required are as designated on the Plans. Order plates, shapes or bars from the mill with the extra size required for samples. The Engineer may take additional samples from drop-offs or scrap material as deemed necessary. No more than two samples are required from any one plate according to AASHTO M 270 (ASTM A709) Grade 36, 50, HPS 50W and HPS 70 W with QT processing, or from any one shape or bar. Remove material for check samples in the presence of the Engineer. The Engineer will select the locations where samples are to be taken. Check samples may be ordered cut from either end of the designated steel plate, according to AASHTO M 270 (ASTM A709) Grade 36, 50, HPS 50W and HPS 70 W with QT processing, or shape or bar. To verify accuracy of test reports for HPS 50W and HPS 70W with thermo-mechanical control process, check samples of both ends of each plate is required.

Provide rectangular plate check samples, not less than 24 inches long in the required direction, depending on plate width, for the longitudinal axis of tensile specimens, and 5 inches wide. Provide bend specimens, where required, not less than 24 inches long in the direction of rolling of the plate. Provide check samples in bars or shapes that are the full section and at least 24 inches long. In removing the sample, take care not to damage it by overheating. The Agency is responsible for the necessary machining of check test specimens and their testing. To expedite obtaining test results, the Contractor may, if approved, perform machining and testing of specimens, in the presence of the Engineer.

The normal basis of acceptance of Material is the mill report or other test report, and fabrication need not be held up pending results of check tests. If the check tests indicate Material with properties failing to meet the minimum requirements of the material specification, the Material may be rejected and the Contractor required to order new Material at no additional cost to the Agency.

For purposes of determining compliance with the Specifications, if the results on an original tensile specimen are within 2,000 psi of the required tensile strength, within 1,000 psi of the required yield point, or within 2 percent of the required elongation, a retest is allowed on two random specimens from the heat or lot. If the results from both of these retest specimens meet Specifications, the heat or lot is accepted. Orient the specimens with the final direction of rolling in the same manner as the original specimen, and may come from any location within the plate. The extra material from plates, shapes or bars that is not used for check testing becomes the property of the Contractor.

00560.22(d) Certification of Identification - Replace this subsection, except for the subsection number and title, with the following:

Upon request, provide an affidavit certifying that throughout the fabrication operation the identification of steel has been maintained according to this Specification.

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00560.23(a) Facilities - Replace this subsection, except for the subsection number and title, with the following:

Provide facilities for the inspection of Material and Work in the mill and shop. Allow the Engineer free access to the Material and Work for inspection.

00560.23(b) Testing - Replace this subsection, except for the subsection number and title, with the following:

Provide samples for testing as specified according to Section 00165.

00560.25(d) Bent Plates - Replace the paragraph that begins "Unwelded, cold-bent ..." with the following paragraph:

Fabricate unwelded, cold-bent, load-carrying, rolled-steel plates that are:

Replace the bullet that begins " Rounded at the corners ..." with the following bullet:

- Rounded at the corners of the plate before bending, to a radius of 1/16 inch throughout the portion of the plate that the bending is to occur.

00560.26(a) Bridge Welding - Replace this subsection, except for the subsection number and title, with the following:

All welding, welder qualifications, prequalification of weld details, and inspection of welds for Bridge Structures is according to AWS D1.5.

00560.26(b) Non-Bridge Structures - Replace this subsection, except for the subsection number and title, with the following:

All welding, welder qualifications, prequalification of weld details and inspection of welds for non-Bridge Structures is according to AWS D1.1. Non-Bridge Structures include bridge railing posts, railing splices, deck expansion joints, earthquake restraints and similar Structures. Submit all welding procedure specifications to the Engineer for approval.

Test earthquake restraint welds radiographically or ultrasonically. Testing will be witnessed by the Engineer. Include the following additional inspection for earthquake restraint welds:

- Ultrasonic inspection of 100 percent of the complete penetration welds using a straight beam transducer. A weld is acceptable if it has no indications of cracks and no indications of lack of fusion between adjacent layers of weld metal and between weld metal and base metal.
- Magnetic particle inspection of 10 percent of the fillet welds.

00560.27(a) Punched Holes - Replace this subsection, except for the subsection number and title, with the following:

Use a die with a diameter not exceeding the diameter of the punch by more than 1/16 inch. Ream any holes that are required to be enlarged to admit the bolts. Make clean cut holes without torn or ragged edges. Poor matching of holes is cause for rejection.

00560.27(b) Drilled or Reamed Holes - Replace the paragraph that begins "Poor matching of holes ..." with the following paragraph:

Poor matching of holes is cause for rejection.

00560.27(c) Accuracy of Punched and Drilled Holes - Replace this subsection, except for the subsection number and title, with the following:

Locate all holes punched full size, subpunched, or subdrilled so accurately that after assembling (before any reaming is done) a cylindrical pin 1/8 inch smaller in diameter than the nominal size of the punched hole may be entered perpendicular to the face of the member, without drifting, in at least 75 percent of the connecting holes in the same plane. Non-conforming pieces are rejected. If any hole will not pass a pin 3/16 inch smaller than the nominal size of the hole, the non-conforming pieces are rejected.

00560.27(d) Accuracy of Drilled and Reamed Holes - Replace the paragraph that begins "When holes are drilled ..." with the following paragraph:

When holes are drilled or reamed, do not allow an offset greater than 1/32 inch between adjacent thicknesses of metal in 85 percent of the holes in any connecting group, after drilling or reaming.

00560.27(h)(2) Numerically Controlled Punched or Drilled Field Connections - Replace the paragraph that begins "If numerically controlled punching..." with the following paragraph:

If numerically controlled punching or drilling Equipment is used, the Engineer may require the Contractor, by means of check assemblies, to demonstrate that this punching or drilling procedure consistently produces holes and connections according to 00560.27(g) and 00560.43.

00560.28 Carbon Steel Bolt Connections - Replace the paragraph that begins "Unless otherwise shown or specified..." with the following paragraph:

Unless otherwise shown or specified, make connections with unfinished carbon steel bolts nuts and washers according to Section 02560. Use holes according to 00560.27.

00560.28(a) Turned Bolts - Replace this subsection, except for the subsection number and title, with the following:

Furnish and install turned bolts as follows:

- The body surface with a surface roughness of 125 microinches, or less, according to ANSI B46.1.
- The unthreaded body equals the total thickness of connected parts.
- The outer thread diameter equals the nominal diameter of the bolt specified.
- Hexagonal heads and nuts with standard dimensions for bolts of the nominal size specified or the next larger nominal size.
- Install bolts in carefully reamed holes with a tight driving fit.

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00560.28(b) Ribbed Bolts - Replace this subsection, except for the subsection number and title, with the following:

Furnish and install ribbed bolts as follows:

- The body has an approved form with continuous longitudinal ribs.
- The diameter of the body, measured on a circle through the points of the ribs, is 5/64 inch greater than the nominal bolt diameter specified.
- Round heads meeting ASME B 18.5 unless otherwise specified.
- Ribbed bolts making a driving fit with the holes.
- The hardness of the ribs are such that the ribs do not permit the bolts to turn in the holes during tightening.
- If for any reason the bolt twists before drawing tight, ream the hole and use an oversized bolt as a replacement.
- Nuts that are hexagonal, with standard dimensions for bolts of nominal size specified or the next larger nominal size.

00560.28(d) Nuts - Replace this subsection, except for the subsection number and title, with the following:

Use single self-locking nuts or double nuts unless otherwise shown or specified. Ensure the finished side is against the washer or plate.

00560.29(a) General - Replace the paragraph that begins "When shown or specified..." with the following paragraph:

When shown or specified, assemble structural joint connections with high-strength bolts according to ASTM F3125, Grade A325 or Grade F1852 or equivalent fastener using bolts, nuts, and washers according to Section 02560 and in holes according to 00560.27.

Replace the bullet that begins "Provide all steel ..." with the following bullet:

- Furnish all steel Material within the grip of high-strength bolts (no compressible material such as gaskets or insulation).

00560.29(b) Washer Requirements - Replace the bullet that begins "Where ASTM F3125, Grade A325 or Grade F1852 bolts of any diameter are to be installed in standard ..." with the following bullet:

- Where ASTM F3125, Grade A325 or Grade F1852 bolts of any diameter are to be installed in standard, oversize, or short slotted hole in an outer ply, furnish a hardened washer under the element of the fastener (nut or bolt head) turned in tightening.

Replace the bullet that begins "Where ASTM F3125, Grade A325 or Grade F1852 bolts of any diameter are to be installed in a long ..." with the following bullet:

- Where ASTM F3125, Grade A325 or Grade F1852 bolts of any diameter are to be installed in a long-slotted hole in an outer ply, use plate washers or continuous bars of

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at least 5/16-inch thickness with standard holes. Furnish washers or bars with sufficient size to completely cover the slot after installation. Make the plate washer from structural grade steel. In addition to a plate washer, furnish a hardened washer under element of the fastener (nut or bolt head) turned in tightening.

00560.29(c)(2) Non-Coated Weathering Steel Members - Replace the paragraph that begins "Prior to final bolting ..." with the following paragraph:

Prior to final bolting, ensure all steel-to-steel contact surfaces have maintained the minimum requirements of SSPC-SP 6 *Commercial Blast Cleaning*. Provide the minimum appearance of the surface that approximates Pictorial Standard Sa 2 of SSPC-VIS 1, Pictorial Surface Preparation Standards for Painting Steel Surfaces. Hand tool or re-blast surfaces that do not meet the requirements of SSPC-SP 6 until the appearance of the blast-cleaned surface closely resembles Pictorial Standard Sa 2-1/2 of SSPC-VIS 1 as determined by the Engineer.

00560.29(d)(1)(a)(2) Verification Testing - Replace the paragraph that begins "First, demonstrate the method..." with the following paragraph:

First, use a calibrated torque wrench to estimate the snug-tight condition to be used on the final product. Record the snug-tight tension and the torque used to achieve tension. Calibrate the torque wrench annually.

00560.29(d)(1)(c) Inspection - Replace the paragraph that begins "Select at random 10 percent ..." with the following paragraph:

Select at random 10 percent or at least two, whichever is greater, of the tensioned bolts and nuts on the Structure for each separate connection. Apply the Inspection Torque to each nut in the tensioning direction. If the Inspection Torque does not turn the bolt or nut, the connection is considered properly tensioned. If the Inspection Torque turns the bolt or nut, apply the Inspection Torque to all the bolts and nut in the connection. Re-tension and re-inspect all bolts and nuts that turned at this inspection. The Contractor may re-tension all the bolts in the connection and resubmit it for inspection, provided fasteners assemblies are not damaged.

00560.29(d)(2)(a)(2) Verification Testing - Replace the paragraph that begins "First, demonstrate the method..." with the following paragraph:

First, use a calibrated torque wrench to estimate the snug-tight condition to be used on the final product. Record the snug-tight tension and the torque used to achieve tension. Calibrate the torque wrench annually. Match mark the bolt, nut, and plate.

00560.29(d)(2)(c) Inspection - Replace the paragraph that begins "Select at random 10 percent ..." with the following paragraph:

Select at random 10 percent or at least two, whichever is greater, of the tensioned bolts and nuts on the Structure for each separate connection. Apply the Inspection Torque to each nut the tensioning direction. If the Inspection Torque does not turn the bolt or nut, the connection is considered properly tensioned. If the Inspection Torque turns the bolt or nut, apply the Inspection Torque to all bolts in the connection. Re-tension and re-inspect all bolts and nuts that turned at this inspection. The Contractor may re-tension all the bolts in the connection and resubmit it for inspection, provided fastener assemblies are not damaged.

Replace Table 00560-3 with the following table:

Table 00560-3
Nut Rotation from Snug-Tight Condition ^{1,2}
Disposition of Outer Faces of Bolted Parts

Bolt Length³ (underside of head to end of bolt)	Both faces normal to bolt axis	One face normal to bolt axis and other sloped not more than 1:20 (beveled washer not used)	Both Faces sloped not more than 1:20 from normal to bolt axis (beveled washer not used)
Up to and including 4 diameters	1/3 turn	1/2 turn	2/3 turn
Over 4 diameters but not exceeding 8 diameters	1/2 turn	2/3 turn	5/6 turn
Over 8 diameters but not exceeding 12 diameters	2/3 turn	5/6 turn	1 turn

¹ Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For all required nut rotations, the tolerance is plus 60 degrees (1/6 turn) and minus 0 degrees.

² Applicable only to joints where all material within the grip is steel.

³ No research has been performed by the Research Council on Structural Connections to establish the turn-of-nut procedure for bolt lengths exceeding 12 diameters. Therefore, the required rotation is determined by actual test in a suitable tension measuring device according to 00560.29(d)(2).

00560.30 Fabricators - Replace this subsection, except for the subsection number and title, with the following:

Provide structural steel Bridge fabricators having an American Institute of Steel Construction (AISC) Certified Bridge Fabricator - Intermediate (IBR) certification. For fracture critical Structures, provide a fabricator with an AISC Fracture Critical Endorsement (FC). For earthquake restraints provide fabricators that have either a current AISC IBR certification or a Certified Bridge Fabricator - Simple (SBR) certification.

00560.40(c) Stiffeners - Replace this subsection, except for the subsection number and title, with the following:

Fabricate end stiffeners of girders and stiffeners intended as supports for concentrated loads to have full bearing (either milled, ground, or on weldable steel in compression areas of flanges, welded as specified) on the flanges where they transmit load or from where they

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receive load. Fabricate stiffeners not intended to support concentrated loads, according to AWS D1.5, unless specified otherwise.

00560.40(d) Abutting Members - Replace this subsection, except for the subsection number and title, with the following:

Mill, sawcut or flame cut abutting members carrying compression at joints in trusses, columns and girder flanges, to give a square joint and uniform bearing. Do not exceed 1/4 inch at joints not required to be faced.

00560.40(e) Annealing and Stress Relieving - Replace the paragraph that begins “Perform finished machining, boring ...” with the following paragraph:

Perform finished machining, boring and straightening on structural members that are specified to be annealed or normalized subsequent to heat treatment. Normalize and anneal (full annealing) according to ASTM A941. Maintain the temperatures uniformly throughout the furnace during the heating and cooling so the temperature at no two points on the member will differ by more than 100 °F at any one time.

00560.40(f) Facing of Bearing Surfaces - Replace the paragraph that begins “The surface finish of bearing ...” with the following paragraph:

Conform the surface finish of bearing and base plates and other bearing surfaces that are to come in contact with each other or with concrete to ANSI surface roughness requirements of ANSI B46.1, Surface Roughness, Waviness and Lay, Part I, and the following table:

00560.40(g) Pins and Rollers - Replace the paragraph that begins “Turn pins and rollers ...” with the following paragraph:

Turn pins and rollers to the dimensions shown. Make them straight, smooth and free from flaws. Furnish pins and rollers more than 9 inches in diameter that are forged and annealed carbon-steel shafting. Pins and rollers 9 inches or less in diameter may be cold-finished or forged and annealed carbon-steel shafting.

00560.40(h) Pin Holes - Replace the paragraph that begins “The diameter of the pin ...” with the following paragraph:

Do not allow the diameter of the pin hole to be larger than the pins by more than 0.02 inch for pins 5 inches or less in diameter, or by 0.03 inch for larger pins.

Replace the paragraph that begins “The distance outside ...” with the following paragraph:

Do not vary more than 1/32 inch the distance outside-to-outside of end holes in tension members and inside-to-inside of end holes in compression members from that specified. Bore holes in built-up members after the fabrication is completed.

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Add the following subsection:

00560.40(j) Surface Finish (Non-Coated Weathering Steel Only) -

(1) Sandblast and Mill Scale Removal - Sandblast all exposed surfaces of AASHTO M 270 (ASTM A709), non-coated weathering steel, according to SSPC-SP6, *Commercial Blast Cleaning*, SSPC's *Steel Structures Painting Manual*. Visually verify the appearance of the blast-cleaned surface using Pictorial Standard Sa 2 of SSPC-VIS 1, *Pictorial Surface Preparation Standards for Painting Steel Surfaces*.

(2) Exterior Face of Fascia Girders - Brush-off blast clean, according to SSPC-SP7, *Brush-Off Blast Cleaning*, SSPC's *Steel Structures Painting Manual* to achieve a uniform surface finish and patina immediately after fabrication and prior to environmental exposure. After brush-off blast, and prior to environmental exposure or shipping, pressure wash exterior faces of fascia girders with a stream of potable water to ensure uniform weathering and patina.

(3) All Non-Coated Weathering Steel - Prior to environmental exposure, clean all exposed surfaces that do not receive a brush-off blast clean according to SSPC-SP 1, *Solvent Cleaning*, SSPC's *Steel Structures Painting Manual* to remove all visible oil, grease, dust, dirt, drawing and cutting compounds, and other visible contaminants.

(4) Post-Fabrication Sandblast - If, as determined by the Engineer, the uniform weathering properties of the steel have been compromised and solvent cleaning is unable to adequately clean the surface, sandblast all exposed surfaces after fabrication and prior to shipment according to SSPC-SP 6. Pressure wash sandblasted surfaces with a stream of potable water to ensure uniform weathering and patina.

00560.42 Cambering - Replace the paragraph that begins "Camber roll beams in ..." with the following paragraph:

Camber roll beams in the fabricating shop by use of heat or hydraulic jacks. Do not exceed 1,200 °F temperature for the heated area, as controlled by pyrometric stick (temperature crayon) or thermometers. Do not quench to accelerate cooling.

00560.43(a) General - Replace the paragraph that begins "Furnish a Camber diagram ..." with the following paragraph:

Provide a Camber diagram, prepared by the fabricator, showing the Camber at each panel point in the cases of trusses or arch ribs, and at the location of field splices and fractions of span length (quarter points minimum, tenth points maximum) in the cases of continuous beam and girders or rigid frames. When the shop assembly is Full Truss or Girder Assembly or Complete Structure Assembly, show the Camber measured in assembly. When any of the other methods of shop assembly is used, show calculated Camber.

00560.43(g) Check Assemblies with Numerically Controlled Punched and Drilled Field Connections - Replace the paragraph that begins "A check assembly consists ..." with the following paragraph:

A check assembly consists of at least three connecting shop sections, or in a truss, all members in at least three connecting panels, but not less than the number of panels in three

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connecting chord lengths; that is, the length between field splices. Base check assemblies on the proposed order of erection, joints in bearings, special complex points such as the portals of skewed trusses, and similar considerations, as directed. Fabricate check assemblies first for each major structural type to be fabricated.

00560.43(h) Match-Marking - Replace this subsection with the following subsection:

Match-mark connecting parts assembled in the shop for the purpose of reaming holes in field connections, and provide a diagram showing such marks to the Engineer.

00560.45 Marking and Transporting to Site - Replace the bullet that begins "Mark each member with ..." with the following bullet:

- Mark each member with an erection mark for identification and provide an erection diagram showing the erection marks.

Replace the bullet that begins "Furnish as many copies of material ..." with the following bullet:

- Provide as many copies of material orders, shipping statements and erection diagrams as directed and show the weights of the individual members on the statements.

Replace the bullet that begins "Furnish the Engineer stamped detail ..." with the following bullet:

- Provide the Engineer stamped detail Plans of loading, unloading, supporting and bracing of the steel plate girders on trucks or cars for shipment to the Project Site, according to 00150.35. The review will not relieve the Contractor of responsibility for safe transportation of steel members.

00560.46(e) Bearings and Anchorages - Replace the bullet that begins "Locate anchors and set rockers ..." with the following bullet:

- Locate anchors and set rockers or rollers considering variation from mean temperature at the time of setting, and anticipated lengthening of bottom chord or bottom flange due to dead load after setting. As nearly as practicable, at mean temperature and under dead load, ensure the rockers and rollers stand vertically and anchor bolts at expansion bearings center their slots.

00560.46(f) Assembling Steel - Replace the paragraph that begins "Handle the Material carefully ..." with the following paragraph:

Handle the Material carefully so no parts are bent, broken or otherwise damaged.

Replace the paragraph that begins "Do not perform hammering ..." with the following paragraph:

Do not perform hammering that will injure or distort the members.

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00560.46(h) Misfits - Replace this subsection with the following subsection:

The correction of minor misfits involving small amounts of reaming, cutting, and chipping is considered a legitimate part of the erection. However, immediately report to the Engineer any error in the shop fabrication or deformation resulting from handling, storage and transportation that prevents the proper assembling and fitting up of parts by the moderate use of drift pins, or by a moderate amount of reaming and slight chipping or cutting. Make the necessary corrections and replacements in the presence of the Engineer as approved or directed. The Contractor shall be responsible for all misfits, errors and injuries.

Add the following subsection:

00560.47 Rivet Replacement - Remove the identified rivets using pneumatic "rivet buster" or other approved method which can be demonstrated to be effective without damaging the steel surfaces or bore holes. No more than three fasteners at one time may be removed from any structural member between connections, and no more than one fastener at one time may be removed from any structural connection, except as directed by the Engineer. When fasteners are removed, power tool clean surfaces and holes according to SSPC-SP15 (use metal wire deburring brushes or tube brushes as necessary) and apply primer according to 00594.11 and 00594.42.

Replace fasteners that are removed with same diameter bolt assembly with the following components:

- Mechanically Galvanized ASTM F3125 Grade F1852 tension control bolt
- Mechanically Galvanized ASTM A563 Grade DH heavy hex nut
- Mechanically Galvanized ASTM F436 washer
- Galvanized ASTM F436 taper washer as needed

Install fasteners in accordance with 00560.29. Remove lubricant from installed nuts and fastener assemblies prior to coating according to the fastener manufacturer's specification, galvanizer's specifications, lubricant specifications, solvent specifications, and SSPC-SP1. Spot prime fasteners with approved prime coat and coat according to Section 00594. Install tension control bolts with the domed head in the most visible side of the joint.

00560.70 Finish (Non-Coated Weathering Steel Only) - Replace this subsection with the following subsection:

00560.70 Surface Finish Cleanup (Non-Coated Weathering Steel Only) - At all times during fabrication, shipping, and installation, promptly clean exposed surfaces of steel contaminated with stains, oil or foreign material to preserve conditions for uniform weathering of steel. The use of acids to remove scale and stains in the field is not allowed.

00560.80 Measurement - Replace the paragraph that begins "No measurement of ..." with the following paragraphs:

Except for Rivet and bolt replacement, no measurement of quantities will be made for Work performed under this Section.

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Rivet and bolt replacement will be measured on the unit basis, limited to rivets and bolts identified for replacement by the Engineer and not part of Work for structural steel maintenance Work.

The estimated quantity of structural steel is:

Structure	Steel Type	Quantity (Pound)
Bridge No. 00851A	ASTM A572 Gr. 50	160
Bridge No. 00852A	ASTM A572 Gr. 50	160

00560.90 Payment - Add the following Pay Item and paragraph:

- (i) Rivet and Bolt Replacement.....Each

Item (h) includes rivets and bolts replaced as part of the structural steel maintenance Work.

Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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.

SECTION 00582 - BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications modified as follows:

00582.20 Composite Bearings - Replace the paragraph that begins "Provide only one type..." with the following paragraph:

Furnish only one type of Composite Bearing from the QPL for each Bridge, subject to the following requirements:

Replace the bullet that begins "Provide rotational elements between ..." with the following bullet:

- Furnish rotational elements between upper and lower units to meet the following:

Replace the bullet that begins "**Upper Unit** - The upper unit ..." with the following bullet:

- **Upper Unit** - The upper unit consists of a distribution plate that is permanently attached to the Superstructure and a sole plate attached to the distribution plate with cap screws. For a Guided or Nonguided bearing, weld a stainless steel sheet to the bottom surface of the sole plate.

Replace the bullet that begins "**Lower Unit** - The lower unit ..." with the following bullet:

- **Lower Unit** - The lower unit consists of a masonry plate permanently anchored to the structural support and a base plate attached to the masonry plate with cap screws. A

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separate masonry plate and base plate are not necessary for Fabric Pad Bearings fabricated as outlined in 00582.27, third paragraph.

Replace the bullet that begins "The base pot of a Pot ..." with the following bullet:

- Weld the base pot of a Pot Bearing, the lower bearing plate of a Disc Bearing, or the convex plate of a Spherical Bearing to the base plate.

Replace the bullet that begins "For Guided or Nonguided ..." with the following bullet:

- For Guided or Nonguided bearings, furnish a polytetrafluoroethylene (PTFE) sheet recessed into and bonded to the top surface of the piston of a Pot Bearing, the upper bearing plate of a Disc Bearing, the top surface of the concave plate of a Spherical Bearing, or a steel backing plate bonded to the top surface of a fabric pad forming a sliding surface with the stainless steel surface of the sole plate.

Replace the bullet that begins "For Fixed bearings ..." with the following bullet:

- For Fixed bearings, weld the piston of a Pot Bearing, the upper bearing plate of a Disc Bearing, or the concave plate of a Spherical Bearing to the sole plate.

Replace the paragraph that begins "Provide bearings that accommodate ..." with the following paragraph:

Furnish bearings that accommodate the loads, movements, and rotations as shown.

0582.21 Disc Bearings - Replace this subsection, except for the subsection number and title, with the following:

Design Disc Bearings according to the following:

- Furnish the shear restriction mechanism that allows free rotation but prevents any shear being applied to the rotational element.
- Furnish guided bearings that resist the total horizontal load at the bent or hinge where it is located.

00582.25(b) Polytetrafluoroethylene Rotational Surface for Spherical Bearings - Replace this subsection, except for the subsection number and title, with the following:

Use only woven PTFE having a minimum thickness of 1/8 inch. Recess the PTFE 1/16 inch into the spherical element.

Furnish PTFE fabric having a minimum thickness of 1/16 inch when measured according to ASTM D1777.

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00582.25(c) Stainless Steel Sliding Surfaces - Replace the paragraph that begins "Provide a flat stainless ..." with the following paragraph:

Provide a flat stainless steel sliding surface that completely covers the PTFE surface in all operating positions, plus at least 2 inches more in every direction of possible movement.

00582.26 Guide Bars for Composite Bearings - Replace the paragraph that begins "Provide a sliding surface ..." with the following paragraph:

Provide a sliding surface between the Guide Bars and the guide element made of polished stainless steel against virgin PTFE. Bond and mechanically fasten the virgin PTFE to the Guide Bars. Provide Guide Bars that:

00582.27 Sole, Base, Distribution, and Masonry Plates for Composite Bearings - Replace the paragraph that begins "For Fabric Pad Bearings ..." with the following paragraph:

For Fabric Pad Bearings, fasten keeper bars at least 1/4 inch thick to the top surface of the base plate, around the perimeter of the fabric pad, with high-strength cap screws. Provide a gap at all bar ends to allow drainage.

Replace the paragraph that begins "Provide studded anchors ..." with the following paragraph:

Furnish studded anchors or threaded bolts, as shown or specified, to anchor the masonry plates to the supported and supporting members. Locate anchoring devices to avoid conflict with metal reinforcement and prestressing systems.

00582.32(a) Steel Backing Plate - Replace the paragraph that begins "Minimum thickness of ..." with the following paragraph:

The minimum thickness of the steel backing plate is 3/8 inch.

00582.35(a) Polytetrafluoroethylene Sliding Surfaces - Replace the paragraph that begins "After completion of the ..." with the following paragraph:

After completion of the bonding operation, ensure the PTFE surface is smooth and free of bubbles.

00582.36 Guide Bars for Composite Bearings - Replace the paragraph that begins "Construct Guide Bars parallel ..." with the following paragraph:

Construct Guide Bars parallel to the surface where they bear and to other Guide Bars to within a tolerance of plus or minus 1/32 inch for the full length of the bar.

00582.39(a) Pads - Replace this subsection, except for the subsection number and title, with the following:

Pads 1/2 inch and less in thickness are to be made entirely of elastomer. Pads over 1/2 inch in thickness consist of alternate laminations of elastomer and metal.

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00582.39(b) Pad Sizing - Replace this subsection, except for the subsection number and title, with the following:

Mold pads individually to the sizes required. No shearing to size or drilling of holes is allowed except pads 1/2 inch and less in thickness may be sheared.

00582.39(c) Tolerances and Finishes - Replace this subsection, except for the subsection number and title, with the following:

Provide tolerances and finishes according to 02571.20(d).

00582.50(b) Elastomeric Bearings - Replace the paragraph that begins "Construct bearing seats ..." with the following paragraph:

Construct bearing seats for Elastomeric Bearings parallel to the bottom surfaces of the members that will bear on them. Install as follows:

00582.90 Payment - Replace the paragraph that begins "In item (a) ..." with the following paragraph:

In item (a), the type "disc", "fabric pad", "pot", "spherical" of Composite Bearing device is inserted in the blank.

Replace the paragraph that begins "In item (b) ..." with the following paragraph:

In item (b), for steel-reinforced elastomeric bearing pads, the width of bearing pad is inserted in the first blank, the length of the bearing pad is inserted in the second blank, and the thickness of the bearing pad is inserted in the third blank.

Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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.

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.

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Replace the paragraph that begins “**Poured Joint Seal ...**” with the following paragraph:

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

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.

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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:

Furnish 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.

00585.44 Asphaltic Plug Joint Seal - Replace the bullet that begins "Provide a clean, intact ..." with the following bullet:

- Provide a clean, intact, and plane surface to place the steel bridging plate on.

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.

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00585.49 Hot-Dip Galvanizing - Replace the paragraph that begins "The contact surfaces at all ..." with the following paragraph:

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

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 - Furnish 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, furnish 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. 00851A	Poured Joint Seal	88
Bridge No. 00852A	Poured Joint Seal	88

00585.90 Payment - Replace Pay Item (h) with the following Pay Item:

(h) Hot Applied Joint Seal Replacement..... Lump Sum

Replace the paragraph that begins "In item (d) ..." with the following paragraph:

In item (d), the type of compression joint seal is inserted in the blank.

Add the following (four) 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.

Item (i) includes removing existing gland material, cleaning and repairing steel edgebeam and retainer surfaces, and furnishing and installing the new gland.

Item (j) includes removing concrete and existing Armored Corner or Edgebeams, if applicable, for new blockout opening.

Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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.

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.

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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

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 00594 - PREPARING AND COATING METAL STRUCTURES

Comply with Section 00594 of the Standard Specifications modified as follows:

00594.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of preparing and coating existing steel on Bridge Nos. 00851A & 00852A.

Both Structures consist of RCDG spans (at both ends) and 190 foot steel through truss. The documented coating project was completed in 1975 with a red lead and alkyd system. This coating project seeks to recoat all truss steel elements and the steel elements of the handrail.

Mill scale will be exposed by the preparation and coating Work.

Lead-based coatings will be affected by the preparation and coating Work.

Coatings that contain chromates will be affected by the preparation and coating work.

00594.01(b) Definitions - Replace the paragraph that begins "**Hold Point** ..." with the following paragraph:

Hold Point - A time when the Contractor is required to stop a particular activity until a phase of Work is inspected or tested. If the Engineer finds this phase conforms to the Specifications, the subsequent phase of Work may proceed.

Replace the paragraph that begins "**Paint** ..." with the following paragraph:

Paint - A pigmented liquid, applied as a thin layer, that is converted to a solid colored film after curing. This film provides a decorative and protective Coating to the Substrate. The binder is a resin that may or may not be modified with natural vegetable oils, fish oils, or other ingredients.

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Replace the paragraph that begins "**Skimming** ..." with the following paragraph:

Skimming - The process where a film forms over a liquid Coating, either during storage or after application.

Replace the paragraph that begins "**Substrate** ..." with the following paragraph:

Substrate - A surface where a Coating is to be applied. This may be the prepared surface of the metal Structure or a previous Coating.

00594.01(c) References - Replace the paragraph that begins "In these Specifications, references ..." with the following paragraph:

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

00594.05 Waste Handling and Disposal - Add the following paragraph to the end of this subsection:

When lead is contained in the waste, dispose of waste material according to 00290.20, Section 00296, and the applicable requirements of SSPC-Guide 7.

00594.10 Materials - Add the following to the end of the subsection:

For all structural steel on Bridge Nos. 00851A & 00852A:

Furnish a maintenance coating, 3 coat system with organic zinc from the QPL. Provide top-coat color that conforms to #24272 of SAE AMS-STD-595.

00594.10(b) Color - Replace the paragraph that begins "Unless otherwise specified ..." with the following paragraph:

Unless otherwise specified, furnish top-coat color according to the following colors:

00594.11(b) Packaging - Replace the bullet that begins "If necessary, constructed ..." with the following bullet:

- If necessary, constructed with an interior lining to prevent attack by the Coating Material. Furnish container wall lining that does not delaminate and contaminate the Coating.

00594.11(d) Slip-Critical Connections - Replace this subsection, except for the subsection number and title, with the following:

Furnish a primer Coat on steel-to-steel contact surfaces at all slip-critical structural bolted connections using high strength bolts according to Class B (slip coefficient of 0.5) Coating requirements in *Test Method to Determine the Slip Coefficient for Coatings Used in Bolted Joints*, as adopted by the Research Council on Structural Connections.

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00594.12 Caulking - Replace the paragraph that begins "Furnish structural steel ..." with the following paragraph:

Furnish structural steel caulking from the QPL and approved for use by the Coating manufacturer. Furnish a caulking color that is clear, approximate the color of the top Coating, or be over coated.

00594.30 Quality Control Personnel - Replace this subsection, except for the subsection number and title, with the following:

Provide an on-site quality control manager who is responsible for managing quality control related to all Preparation and Coating quality control activities. Provide a quality control manager that is not employed in a supervisory role for any Preparation or Coating Work.

00594.40(b) Existing Steel Structures - Add the following paragraphs and bullets to the end of this subsection:

Prepare and coat the following surfaces:

- All existing structural steel above and below deck (both bridges).
- Existing steel bridge railing
- Existing truss bearing steel components
- New bearing steel components

Do not coat the following:

- Load Posting sign mounts
- Conduits
- Elastomeric bearing pads

00594.42(a) New Steel Structures - Replace this subsection, except for the subsection number and title, with the following:

Clean new steel Structure surfaces to be coated according to SSPC-SP 10 / NACE No. 2 *Near White Metal Blast Cleaning*, except as modified by this Section. Closely approximate the appearance of the final blast-cleaned surface to Pictorial Standard SP 10 of SSPC-Vis 1.

00594.42(c) Rehabilitation of Existing Steel Structures - Replace this subsection, except for the subsection number and title, with the following:

When performing Rehabilitation on a Structure that is not receiving a Maintenance Coating outside the immediate area of the Rehabilitation details, prepare all existing steel surfaces to be coated according to SSPC-SP 15, *Commercial Grade Power Tool Cleaning*. Provide a cleaned surface with a minimum Surface Profile of 1 mil.

Prepare all existing coated surfaces exposed by the removal of the existing components involved in the Rehabilitation, all areas that rivets, bolts, or plates are to be removed, and areas damaged by erection or other Contractor operations. Completely clean all existing lead-based Coatings exposed by the removal of any structural or miscellaneous member to

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SSPC-SP 15 *Commercial Grade Power Tool Cleaning* requirements. Extend all prepared areas at least 2 inches into tightly adhering, intact paint. Overlap the subsequent Coating and the still intact Coating by a minimum of 2 inches. Lightly sand the overlap area of the intact Coating to provide a profile for the subsequent repair Coating to adhere to.

00594.42(e)(1) Cleaning Methods - Replace the paragraph that begins "Surfaces shall be ..." with the following paragraph:

Dry surfaces before Cleaning unless a wet blast Cleaning method is used. Use methods specified in SSPC-SP 1, *Solvent Cleaning*, SSPC-SP 2, *Hand Tool Cleaning*, SSPC-SP 3, *Power Tool Cleaning*, and SSPC-SP 15 *Commercial Grade Power Tool Clean*, as necessary to augment blast-cleaning.

00594.42(e)(2) Abrasives - Replace the paragraph that begins "Perform blast-cleaning using ..." with the following paragraph:

Perform blast-cleaning using an abrasive of a size that will continually produce an angular Surface Profile of at least 1 mil, but not more than 4 mils, as measured according to ASTM D4417 using replica tape on the prepared surface. Perform blast-cleaning that results in a roughened steel surface comparable to a Keane-Tator Surface Profile Comparator for sand or grit using ASTM D4417.

Replace the paragraph that begins "Provide abrasives that have ..." with the following paragraph:

Provide abrasives that have no corrosion products, water, oil, or any other material detrimental to the application and adherence of the Coatings. Provide abrasives according to SSPC-AB 1. When directed, test cleanliness according to ASTM D7393 and ASTM D4940. Do not exceed 100 microsiemens per centimeter for the conductivity results from ASTM D4940. Wet abrasives are allowed if wet sandblasting methods are used.

00594.43(b)(3) Thinning - Replace this subsection, except for the subsection number and title, with the following:

Do not add additional Thinner at the application site unless approved by the Engineer. If allowed, furnish the amount and type of Thinner according to the Manufacturer's Recommendations.

00594.43(c)(2) Application Methods - Replace the paragraph that begins "Apply Coating Materials ..." with the following paragraph:

Apply Coating Materials by air or airless spray, brush, roller, any combination of these methods, or as recommended by the Coating Material manufacturer, unless otherwise specified. If air is used for application, ensure that it is free of water, oil, or any other material detrimental to the Coating System. Provide adequate separators and traps and test air cleanliness daily according to ASTM D4285, or as directed. Regardless of the application method used to apply the Coating, use brushes to push the Coating into complex details, crevices, gaps, areas difficult to access, and where spraying does not adequately cover or penetrate. Conform all application techniques to Section 7 in SSPC-PA 1 and the applicable sections of SSPC Paint Application Guide No. 11.

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00594.43(d)(1) Number of Coats and Film Thickness - Replace the paragraph that begins "The dry film ..." with the following paragraph:

Ensure the dry film thickness of the primer on steel-to-steel contact surfaces is not less than 3 mils nor more than the manufacturer's class "B" certification allows.

00594.43(d)(2) Stripe Coats - Replace the paragraph that begins "Apply a prime stripe Coat ..." with the following paragraph:

Apply a prime stripe Coat by brush after applying the full brush augmented prime Coat and apply an intermediate stripe Coat by brush before applying the full intermediate Coat. For two Coat Paint systems, except non-ferrous Coating Systems from the QPL, apply a top Coat stripe Coat prior to full top Coat application. Apply the stripe Coat by brush only. Use brushes to push the Coating around and into complex details and irregular surfaces identified as usually stripe coated by SSPC Paint Application Guide No. 11. Make each stripe Coat a different color than the preceding and subsequent full Coat, extending a minimum of 1 inch from the irregular surface, and completely hiding the Substrate. Furnish a different color for the stripe Coat. Coat the stripe coat approximately 3 mils thick. Each stripe Coat has its own Hold Point and is not be used to correct deficiencies in the preceding or subsequent Coats. Apply stripe Coats according to the applicable sections of SSPC Paint Application Guide No. 11 that do not conflict with this Section or the Special Provisions.

00594.43(d)(3) Coating Thickness and Coverage Requirements - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will take dry Coating thickness measurements after the application of each Coat and before application of the succeeding Coat. In addition to Coating thickness measurements, a visual inspection for complete coverage is made by the Engineer after each Coat. Apply each Coat in sufficient thickness to achieve uniform and complete coverage and appearance. If all thickness measurements are not within the specified minimum dry film thickness, or if the visual inspection does not satisfy the Engineer, make additional applications, as necessary, to meet the thickness and coverage required. Film thickness is measured above the peaks of the profile of the anchor pattern in the metal Substrate.

The Engineer will take dry film thickness measurements with a type 2 gauge according to SSPC-PA 2. Furnish a minimum dry film thickness measurements and frequency of measurements according to SSPC-PA 2, modified as follows:

Take a single gauge reading for each 10 square feet of surface area.

A spot measurement is only taken at locations where a gauge reading is less than 100 percent of the Project's specified minimum DFT.

Meet 100 percent of the Project's specified minimum DFT for all spot measurements.

Additional readings may be required to identify the limits of the non-compliant areas.

If a question arises about an individual Coat thickness or coverage, it will be verified using a Tooke gauge, according to ASTM D4138. If the Tooke gauge shows a prime Coat to be less than the specified minimum thickness, or reveals a missing intermediate Coat, the total Coating System is rejected even if the thickness of the total system equals or exceeds total specified thickness.

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In areas where dry film thickness measurements are impracticable, Wet Film Thickness measurements are made according to ASTM D4414.

00594.43(h) Environmental Conditions - Replace the paragraph that begins "If a Coating System allows ..." with the following paragraph:

If a Coating System allows application in environmental conditions different from those specified, submit a letter from the manufacturer stating the conditions that the Coatings can be applied. Application under conditions other than specified is not allowed without the Engineer's written approval.

00594.43(i) Stenciling - Replace this subsection, except for the subsection number and title, with the following:

Stencil the month and year of application and the type of Coating used in block letters 2 inches high at a location on each end of each span on the Structure being coated. The exact location of stenciling is determined by the Engineer. Use flat black color stenciling unless otherwise directed.

00594.45(c) Handling, Shipping, or Surface Damage - Replace the paragraph that begins "Repair marred or damaged ..." with the following paragraph:

Repair marred or damaged coated surfaces according to 00594.60 at no additional cost to the Agency.

00594.45(d) Other Damage - Replace the bullet that begins "Abrasive material or ..." with the following bullet:

- Abrasive material or debris falling into an area that would create a traffic hazard.

00594.75 Coating System Warranty and Supplemental Warranty Performance Bond - Add the following paragraph to the end of this subsection:

Provide a coating system warranty for Structure No. 00851A & 00852A and a supplemental warranty Performance Bond in the sum of \$ 3,537,855 to the Project Manager.

00594.75(a) Coating System Warranty - Replace the paragraph that begins "Unconditionally warrant to ..." with the following paragraph:

Unconditionally warrant to the Agency that all Coating Work and the Coating Systems, above deck and below deck, performed and applied on this Project are and shall be free of all defects for a period of 36 months. Provide a written 36-month warranty using the Agency-supplied Coating System warranty form that is included near the front of the Special Provisions booklet. Provide the written warranty 30 Calendar Days before the precoating conference. "Unconditionally warrant" means that the warranty covers all defects, regardless of the source or cause of the defect, including, without limitation, whether the source or cause is or may be related to workmanship, inspection, or choice of materials.

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Replace the paragraph that begins "The 36-month Coating System ..." with the following paragraph:

The 36-month Coating System warranty will begin on the date of Second Notification. During this warranty period, the Agency will inspect the Coating System for defects three times; at approximately 12, 24, and 36 months after issuance of the Second Notification. The Contractor will be notified in advance of each inspection and is permitted to accompany the Agency Inspector. Make repairs and correct all defects to the Coating System. Make all corrections and repairs according to the Contract requirements.

00594.75(b) Supplemental Warranty Performance Bond - Replace the paragraph that begins "Provide a supplemental ..." with the following paragraph:

Provide a supplemental warranty Performance Bond, in addition to the regular Performance Bond for the Contract, executed by a Surety authorized to do business in the State of Oregon. Provide the supplemental warranty Performance Bond 30 Calendar Days before the precoating conference. The supplemental warranty Performance Bond dollar amount is listed above.

00594.90(a) New Metal Structures - Replace this subsection, except for the subsection number and title, with the following:

No separate payment will be made for preparing and coating new metal Work. Payment for this Work, including correction of damages, will be included in payment made for appropriate items under which this Work is required.

00594.90 Payment - Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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.

SECTION 00842 - FACILITY IDENTIFICATION MARKERS

Comply with Section 00842 of the Standard Specifications modified as follows:

00842.10(a)(2) Type S2 Markers - Replace the paragraph that begins "Furnish white markers ..." with the following paragraph:

Furnish white markers made of aluminum alloy meeting the requirements of ASTM B209 approximately half-hard temper, suitable for enameling by continuous roller or other acceptable method. Fabricate from aluminum sheet having a nominal thickness of 0.050 inch, subject to standard manufacturer's tolerances and free of burrs, irregularities, and turned edges. When resting on a plane surface, ensure the markers do not show warp, twist, or variation from the surface in excess of 1/4 inch. Finish the markers as follows:

00842.10(b)(2) Type 2 Drainage Markers - Replace the paragraph that begins "Furnish white markers ..." with the following paragraph:

Furnish white markers made of aluminum alloy meeting the requirements of ASTM B209 approximately half-hard temper, suitable for enameling by continuous roller or other acceptable method. Fabricate the aluminum sheet having a nominal thickness of 0.050 inch, subject to standard manufacturer's tolerances and free of burrs, irregularities, and turned edges. When resting on a plane surface, ensure the markers do not show warp, twist, or variation from the surface in excess of 1/4 inch. Finish the markers as follows:

00842.90 Payment - Replace the paragraph that begins "In item (a), ..." with the following paragraph:

In item (a), the type of facility field marker is inserted in the blank.

Replace the paragraph that begins "In item (b), ..." with the following paragraph:

In item (b), the type of culvert drainage marker is inserted in the blank.

Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

00850.11 Flexible Bituminous Adhesive - Replace this subsection, except for the subsection number and title, with the following:

At least 2 weeks before using, submit for Agency testing and approval a 15-pound brick sample of flexible bituminous adhesive for each manufacturer lot number, including

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previously tested and approved lot numbers that are over 1 year old, that are used on the Project. All previously rejected lot number samples will not be retested. Agency testing and approval is only for acceptance of use of the adhesive.

00850.44 Alignment Layout – Replace the paragraph that begins "Place control points for lines every ..." with the following paragraph:

Place control points for lines every 40 feet on tangent and every 25 feet on a curve. Place layout transition details at the start of pavement markings, where pavement markings transition into a different pavement marking, and at the end of pavement markings. Using these control points and layout transition details, layout a continuous narrow guideline for each line, along one edge of, or uniformly offset from the intended permanent line location. Do not proceed with installation until the guidelines are approved by the Engineer.

00850.45 Installation - Replace the sentence that begins "Apply pavement marking ..." with the following sentence:

Apply pavement marking Materials to clean dry Pavement surfaces and according to the following:

Replace the bullet that begins "The Pavement surface ..." with the following bullet:

- Ensure the Pavement surface is not visible through the pavement marking.

Replace the bullet that begins "The top of pavement ..." with the following bullet:

- Provide a smooth and uniform top of pavement marking.

Replace the bullet that begins "Skip line ends ..." with the following bullet:

- Provide square and clean skip line ends.

00850.46 Placement Tolerance - Replace the bullet that begins "**Skip Cycle** ..." with the following bullet:

- **Skip Cycle:** A tolerance of 1/10 of the skip line length on the first skip line of a run, but on cycle within one skip

00850.47(c) Retroreflectivity - Replace the paragraph that begins "Except for paint applications ..." with the following paragraph:

Except for paint applications, evaluate longitudinal and transverse marking retroreflectivity according to ODOT TM 777. Acceptance is according to the following:

In the bullet that begins "**Longitudinal Markings**", replace the paragraph that begins "Each longitudinal marking ..." with the following paragraph:

- Each longitudinal marking subplot is accepted if the average of the measurements and at least 90 percent of the individual measurements within the subplot meet or exceed the required minimum initial retroreflectivity.

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In the bullet that begins "**Transverse Markings**", replace the paragraph that begins "Each transverse marking ..." with the following paragraph:

- Each transverse marking subplot is accepted if the average of the measurements and at least 90 percent of the individual measurements within the subplot meet or exceed the required minimum initial retroreflectivity.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications modified as follows:

00860.45 Installation - Replace the paragraph that begins "Minimum initial retroreflectivity ..." with the following paragraph:

Meet the following minimum initial retroreflectivity:

00860.90 Payment - Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications modified as follows:

00905.40 General - Replace the paragraph that begins "Do not remove signs ..." with the following paragraph:

Do not remove signs from existing supports until new supports are in place, ready to receive the signs. Install the signs on the new supports immediately after removing from existing supports. Furnish temporary supports as required. Furnish permanent supports according to Sections 00910, 00920, and 00930 as required.

Replace the paragraph that begins "Protect specific service signs ..." with the following paragraph:

Protect specific service signs (business logos) and TODS from damage, whether the signs are to remain in place or are placed on temporary supports, until reinstalled on permanent supports. Repair or replace damaged signs at no additional cost to the Agency. Liquidated damages are assessed against the Contractor in the amount of \$200 per Day for each sign out of service for more than 5 Calendar Days.

00905.90 Payment - Replace the paragraph that begins "Payment will be ..." with the following paragraph:

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.

SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

00920.10 Materials - Replace this subsection, except subsection number and title, with the following:

Furnish Materials for constructing sign support footings meeting the following requirements:

Anchor Bolts	02560.30
Backfill, unless otherwise directed ...	00510.10 or 00510.11
Commercial Grade Concrete	00440
Reinforcement	02510
Structural Concrete	00540

Furnish Commercial Grade Concrete for minor sign support foundations. Furnish structural concrete for major sign support foundations.

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00920.41 Concrete - Replace the paragraph beginning "Construct concrete sign foundations..." with the following:

Construct concrete minor sign support foundations according to Section 00440 and the applicable portions of 00540.48(a). Construct major sign support footings according to Section 00540.

00920.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

Support Type	Quantity
Perforated Steel Square Tube Anchor Sign Supports	0.50 cu. yd.

00920.90 Payment - Replace the paragraph that begins "Secure temporary concrete barrier to bridge ..." with the following paragraph:

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.

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.01 Definitions - Add the following definition at the end of this subsection:

Street Name Sign Mount - This group includes plates, brackets, and fasteners necessary to install a street name sign on a sign support.

00930.02 Working Drawings - Replace the paragraph that begins "Submit six copies..." with the following paragraph:

Submit six copies of unstamped Working Drawings according to 00150.35 for all structural metal Work. Submit six copies of stamped designs, details, Plans, and calculations according to 00150.35 for all engineered details and drawings that are not prepared by the Agency but are required by the Contract Documents and Specifications for the Project prior to fabrication. Include the Field Verification of Post Lengths form, available from the Engineer. Material ordered or Work performed before the Engineer finishes and returns the documents is at the Contractor's risk.

Replace the paragraph that begins "Working Drawings for these supports..." with the following paragraph:

Working Drawings for these supports are provided by the Engineer. Use the Field Verification of Post Lengths form, available from the Engineer, to provide the necessary site data for the engineer of record to use in producing Working Drawings. Work performed, or Materials ordered, before receiving Working Drawings from the Engineer is at the Contractor's risk.

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Replace the paragraph that begins “Include the completed Field Verification...” with the following paragraph:

Include the completed Field Verification of Post Lengths forms that are available from the Engineer for these intelligent transportation systems supports. Material ordered or work performed before receiving approved Working Drawings from the Engineer is at the Contractor's risk.

00930.09 Identifying Tags - Replace this subsection, except for the subsection number and title, with the following:

Furnish stainless steel or brass identifying tags for overhead and butterfly sign support Structures, except structure mounts. Attach tags to all posts, arms, and truss sections. Furnish tags that are at least 1/16 inch thick with lettering at least 1/4 inch in height, and stamped into the tag. Attach the tags with stainless steel pop rivets of at least 3/16-inch nominal body diameter. Do not locate pop rivet holes within 6 inches of welds. Locate post tags approximately 5 feet above the baseplate. Drill holes for pop rivets prior to hot-dip galvanizing. Remove excess hot-dip galvanizing from holes and repair according to ASTM A780.

Include the following information on the tags:

- Structure number
- Manufacturer
- Month and year of manufacture
- Highway number and mile point

00930.10 Materials - Replace the paragraph that begins “Except for Perforated Steel Square ...” with the following paragraph:

Except for Perforated Steel Square Tube Slip Base Sign Supports and for Perforated Steel Square Tube Anchor Sign Supports, galvanize according to the requirements of Section 02530. Galvanize Perforated Steel Square Tube Slip Base Sign Supports and Perforated Steel Square Tube Anchor Sign Supports according to ASTM A653 G90, zinc coat corner seam weld after scarfing, apply a conversion coating, and apply a final clear polymer coating.

00930.30 Fabricators - Replace this subsection, except for the subsection number and title, with the following:

Fabricators of metal sign supports are required to have either a current AISC Simple Steel Bridge Structures (Sbr) certification or a current AISC Major Steel Bridges (Cbr) certification.

00930.40(a) General - Replace the paragraph that begins “Except for Perforated Steel Square ...” with the following paragraph:

Where two or more posts are required to support a sign, orient and position both posts so that no twist or warp is imparted to the sign panels.

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00930.40(b) Assembly of Metal - Replace this subsection, except for the subsection number and title, with the following:

Accurately assemble the parts as shown and follow any match marks. Handle the material carefully so that no parts are bent, broken or otherwise damaged. Clean bearing surfaces and surfaces to be in permanent contact before the members are assembled. Roughen faying surfaces of slip-critical structural connections utilizing high strength bolts by means of hand wire brushing after galvanizing. Power wire brushing is not allowed.

Furnish faying surfaces of plates flat to within a tolerance of 1/32 inch in 12 inches and a tolerance of 1/16 inch overall. Furnish base plates with leveling nuts that are flat to within a tolerance of 1/8 inch in 12 inches and a tolerance of 3/16 inch overall.

00930.40(c) Welding - Replace the paragraph that begins “The fabricator shall ...” with the following paragraph:

Complete the welding inspection by the fabricator according to the details and requirements called out on the Contract Documents. This requirement overrides all appropriate weld inspection requirements called out in Section 5.15 WELDED CONNECTIONS in AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*. Submit all Procedure Qualification Records, Welding Procedure Specifications, and testing procedures for Engineer's review prior to starting manufacturing. Submit certified copies of inspection reports to the Engineer for review.

Replace the paragraph that begins “If requested by the Engineer ...” with the following paragraph:

If requested by the Engineer, additional weld inspection may be required upon arrival of the material at the Project Site. If defects are found by this additional inspection, the Contractor is responsible for the additional testing and repair costs. If no defects are found, the Engineer is responsible for the additional inspection costs.

00930.40(d) Bolt Installation - Replace the paragraph that begins “Provide all high ...” with the following paragraph:

Furnish all high strength bolts with hardened washers under the element (nut or bolt head) turned in tightening. If a high strength bolt is installed in an oversized or short slotted hole in an outer ply, use a hardened washer. If a high strength bolt is installed in a long slotted hole in an outer ply, use a plate washer or a continuous bar made of structural grade steel at least 5/16 inch thick with standard holes. Make the washer or bar sufficiently large to completely cover the slot after installation.

00930.40(d)(1) Bolt Installation for Slip Bases (Breakaway) - Replace the paragraph that begins “Furnish, at no additional ...” with the following paragraph:

Provide, at no additional cost to the Agency, a calibrated torque wrench of a capacity appropriate to the size of the high-strength bolts installed and tightened. Confirm the accuracy of the calibrated torque wrench through calibration by an approved testing agency at least once a year.

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00930.40(e)(1) General - Replace this subsection, except for the subsection number and title, with the following:

Notify the Engineer in writing at least 24 hours before starting installation. The Engineer will observe the installation and tightening of bolts to determine that the selected tightening procedure is properly used and that all bolts are tightened, and in the case of direct tension indicators that the correct indication of tension has been achieved. Bolts may reach tensions substantially above the value given in Table 00560-1, but this will not be cause for rejection. The installation is rejected if the geometry does not satisfy the requirements of 02560.05.

00930.40(e)(2) Direct Tension Indicator Method - Replace this subsection, except for the subsection number and title, with the following:

Upon completion of a bolted joint, the Engineer will determine that all bolts have been tightened. A minimum of 10 percent, but not less than two bolts in each joint, are inspected. The joint is accepted as properly tightened when one open space allows entry of a 0.005-inch feeler gauge. If there is more than one space between the direct tension indicator protrusions that allow entry of a 0.005-inch feeler gauge, re-inspect all bolts, retighten bolts in the joint as required, and resubmit the joint for inspection. If no spaces exist between the direct tension indicator protrusions that allow entry of a 0.005-inch feeler gauge, replace bolt assembly, tighten bolts in the joint as required, and resubmit the joint for inspection. For connections with all bolts fully tightened, one bolt at a time may be replaced without providing crane support of the mast arm.

00930.40(e)(3) Turn-of-Nut Method - Replace the bullet that begins "In the presence ..." with the following bullet:

- In the presence of the Engineer, use an inspection wrench, that may be a calibrated torque wrench.

Replace the bullet that begins "Tighten each bolt specified ..." with the following bullet:

- Tighten each bolt specified in the paragraph above in the calibration device by any convenient means to an initial condition equal to 20 percent of the required tension, and then to a tension not less than 5 percent greater than specified for its size in Table 00560-1 in Section 00560. Do not produce greater nut rotation than 1.5 times that allowed in Table 00560-3 in Section 00560 when tightening beyond the initial condition. Then apply the inspecting wrench to the tightened bolt and determine the torque necessary to turn the nut or head 5 degrees, approximately 1 inch at 12 inches radius, in the tightening direction. Take the average torque measured in the tests of three bolts as the job inspecting torque to be used in the manner specified in the next paragraph.

Replace the bullet that begins "Test bolts that have been ..." with the following bullet:

Test bolts that have been tightened in the Structure and are represented by the sample prescribed above with the inspecting wrench. Apply the job inspecting torque to 10 percent of the bolts, but not less than two bolts selected at random. If no nut or bolt head is turned by this application of the job inspecting torque, the connection is accepted as properly tightened. If any nut or bolt head is turned by the application of the job inspecting torque, test all bolts in the connections. Retighten all bolts whose nut or head is turned by the job inspecting

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torque, and re-inspect. Retighten all of the bolts in the connection and then resubmit the connection for the specified inspection.

00930.40(f) Tube Bending - Replace this subsection, except for the subsection number and title, with the following:

For Major sign supports, bend tube using induction heating methods according to TPA-IBS-98 *Recommended Standards for Induction Bending of Pipe and Tube*. Provide written bend qualifications that include bending procedures, essential variables, material group, and destructive testing results. Destructive testing results includes yield strength, tensile strength, and elongation at locations indicated in Table 2-1 of the TPA-IBS-98.

00930.41 Adjustable Sign Mounts - Replace this subsection, except for the subsection number and title, with the following:

Furnish adjustable sign mounts that allow vertical adjustment for positioning the sign and allow rotation to plumb the sign. Use galvanized or stainless steel nuts, bolts and washers for fasteners.

00930.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Quantity (Pound)
Minor Sign Supports	
Perforated Steel Square Tube Anchor Sign Supports	250

00930.90 Payment - Replace the paragraph that begins "Payment will be payment ..." with the following paragraph:

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.

Replace the paragraph that begins "No separate or additional payment will..." with the following paragraph:

No separate or additional payment will be made for:

- Coating steel sign supports
- Route marker frames
- Wind bracing
- Pole clamps
- Stainless steel clamps
- Mast Arm Street Name Sign Mounts
- Street Name Sign Mounts
- Special sign brackets.

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.03 Drawings - Replace this subsection, except for the subsection number and title, with the following:

Copies of Working Drawings for non-standard signs are made available to the Contractor by the Engineer. Construct standard signs called for in the Contract Documents using drawings available in FHWA's *Standard Highway Signs* (FHWA English Version) or ODOT's *Sign Policy and Guidelines for the State Highway System*. The ODOT sign policy is available on the ODOT Traffic Roadway Section website.

00940.10 Materials - Replace the paragraph that begins "Use sign sheeting colors..." with the following paragraph:

Use sign sheeting colors according to the Federal Highway Administration *Color Specifications for Retroreflective Sign and Pavement Marking Materials*. The Engineer will visually determine if all panels in any one sign match the specified color(s).

00940.40 General - Replace the paragraph that begins "Finished signs shall..." with the following paragraph:

Construct finished signs to the designs shown or specified.

00940.41(a) General - Replace this subsection, except for the subsection number and title, with the following:

Fabricate aluminum panel signs as shown or specified. Do not round corners of panels outside the border. Reinforced sheet aluminum signs are not allowed. Furnish new Material for all aluminum used for sign panels.

00940.41(b) Extruded Aluminum - Replace this subsection, except for the subsection number and title, with the following:

Furnish a continuous section for each panel of extruded aluminum panel signs. Apply the sign sheeting to the extrusion a sufficient distance around the edge to ensure that no aluminum surface is visible on the face of the sign.

00940.41(c) Sheeting - Replace this subsection, except for the subsection number and title, with the following:

Apply the sign sheeting background color of the sign to the extrusions.

00940.42(a) General - Replace the paragraph that begins "Cut the sheet..." with the following paragraph:

Cut the sheet aluminum sign to size and shape as shown or specified. Furnish signs free of buckles, warps, dents, cockles, burrs and defects resulting from fabrication.

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00940.42(b)(1) On Posts - Replace this subsection, except for the subsection number and title, with the following:

Signs having a vertical dimension of less than 48 inches and mounted on wood or metal posts are required to have at least two mounting holes. Signs having a vertical dimension of 48 inches or greater are required to have three mounting holes. Place the third mounting hole near the center of the sign. Locate mounting holes so the mounting hardware will not cover any portion of the legend unless otherwise shown.

00940.44 Retroreflective, Reflective, or Nonreflective Sheeting Application - Replace this subsection, except for the subsection number and title, with the following:

Apply the sheeting according to the sheeting manufacturer's recommendations on extruded aluminum panel signs. Up to 25 percent of the extruded aluminum panel signs required in the Plans are allowed one manufacturer's splice for each sign. One patch is allowed for each 50 square feet of sign to a maximum of three patches for each sign. Furnish patches that are between 3/4 inches and 3 3/8 inches in diameter. Contractor splices are not allowed.

On all other signs, manufacturer's splices are not allowed except as noted on approved shop drawings, or when sign dimensions exceed the sheeting manufacturer's capabilities. Make these splices horizontal with the upper section of sheeting overlapping the lower by a minimum of 3/8 inch on encapsulated lens sheeting, and butt splice prismatic lens sheeting with no appreciable substrate visible. The use of overlaid transparent paste or electronic cuttable film is not allowed on overlapped splices. Contractor splices are not allowed.

00940.45(a) General - Replace the paragraph that begins "Spacing between letters or ..." with the following paragraph:

Ensure spacing between letters or numbers meet the requirements of the FHWA *Standard Alphabets for Highway Signs manual*.

Replace the paragraph that begins "Spacing between words for Series..." with the following paragraph:

Spacing between words for Series "E" (modified) legend are 1.5 times the upper case letter height. Spacing between words for other fonts is as tabulated below unless otherwise shown:

Replace the paragraph that begins "Spacing between symbols ..." with the following paragraph:

Follow the FHWA *Standard Highway Signs* for spacing between symbols, unless otherwise shown.

00940.45(b) Attachment - Replace this subsection, except for the subsection number and title, with the following:

Attach removable legend to aluminum panels using aluminum, domed head, 1/8-inch diameter, self-plugging blind rivets. Remove aluminum shavings from the sign face before attaching the legend. The entire sign is rejected if any shavings are left beneath the legend. Drill 0.128-inch diameter holes in the removable legend and sign panel as shown on the *Mounting Details for Removable Legend Standard Drawings*.

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Apply screened legend according to the sheeting manufacturer's recommendations. Apply cut-out legend according to 00940.44.

Attach 1-inch retroreflective removable border sections by placing two rivets 1/2 inch from the end of each border section with additional rivets spaced at a maximum of 6 inches apart, centered in the section. Attach corner border sections with a minimum of five rivets, two rivets 1/2 inch from each end, and the remaining rivet centered in the middle of the section.

Attach 2-inch retroreflective removable border sections by placing two rivets 1/2 inch from the end of each border section with additional rivets spaced at a maximum of 6 inch apart, along the top and bottom edge of the section. Attach corner border sections with a minimum of five rivets, two rivets 1/2 inch from each end, and the remaining rivet centered in the section.

00940.46 Inspection - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will inspect signs at the fabrication shop or at the Project Site or both. Inspection is for conformance to the Plans and Specifications, for conformance to nighttime visibility, and for rejectable defects. Rejectable defects include scratches, scuffs, tears, or any defect that impacts reflectiveness, readability, or performance. Signs not meeting inspection criteria are to be replaced at no additional cost to the Agency. The Contractor's expense for sign inspection is according to 00165.91.

00940.47 Sign Erecting - Replace the paragraph that begins "The closest edge of any..." with the following paragraph:

The closest edge of any column or overhead sign Structures is as shown.

Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

00940.90 Payment - Add the following paragraphs to the end of this subsection:

Trimming and removal of branches, vegetation, or other materials will be paid for according to 00320.90.

Replace the paragraph that begins "Payment will be payment in full..." with the following paragraph:

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.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.15 Concrete Mix Design - Replace the paragraph that begins "Submit current or new mix ..." with the following paragraph:

Submit current or new mix designs, prepared by a CCT, with the information listed in 02001.15(c), for each required class of concrete to the Engineer for review. Allow 21 Calendar Days for the review. Design mixes by the volumetric method in ACI 211.1 to achieve the properties of 02001.20 and 02001.30 when tested according to 02001.15(b). Provide a design that is workable, placeable and finishable given the specific conditions for the Project and Structure. Do not proceed with concrete placement until the Engineer has determined that the mix design complies with the Specifications. Review of concrete mix designs does not relieve the Contractor of the responsibility to provide concrete meeting the Specification and Project Site requirements.

02001.15(a) Current Mix Design - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private may be submitted for review. Provide individual tests results that comprise the average if more than one data point exists. Provide flexural strength testing for paving designs from within the last two years. Provide length change and permeability tests for HPC designs from within the last two years.

02001.15(b) New Mix Designs - Replace this subsection, except for the subsection number and title, with the following:

Make at least one trial batch for each concrete mix design. Notify the Engineer at least 48 hours before making each trial batch. The Engineer may witness preparation and testing. Prepare and test trial batches using the same Materials, at the same proportions, and having the same plastic properties of concrete that are used in the Project. Simulate haul time, batching sequence and mixing conditions to ensure the trial batch is representative of the mixture that is delivered to the Project. Furnish all Materials, Equipment, testing and Work required for designing the mixes at no additional cost to the Agency.

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 39 ³

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.

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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 having 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 $k\Omega \cdot cm$ at 56 Days.

02001.15(c) Required Submittals for Mix Designs - Replace the title of this subsection with "**Submittals for Mix Designs**"

02001.20 Concrete properties, Tolerances, and Limits - Replace the paragraph that begins "Provide concrete that is..." with the following paragraph:

Furnish concrete that is workable, placeable, uniform in composition and consistency, and having the following properties:

02001.20(a) Strength - Replace the paragraph that begins "Provide concrete meeting ..." with the following paragraph:

Furnish concrete meeting the required classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 Days.

02001.20(b) Air Entrainment - Replace the paragraph that begins "Provide all concrete..." with the following paragraph:

Furnish all concrete, except PPCM with cast-in-place decks, seal concrete, and drilled shaft concrete with entrained air in the amounts shown in Table 02001-2. Provide field measured entrained air content within ± 1.5 percent of target air entrainment values.

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02001.20(c) Slump - Replace the paragraph that begins "Provide concrete..." with the following paragraph:

Furnish concrete at the appropriate slump shown in Table 02001-3. Take corrective action to maintain a consistent slump at the point of discharge from the delivery vehicle.

02001.20(d) Temperature - Replace the paragraph that begins "Provide concrete..." with the following paragraph:

Provide concrete, at time of placement, at a temperature between a minimum of 50 °F and a maximum of 90 °F, except the maximum bridge deck concrete temperature is 80 °F.

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.

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)(1) General Limits - Replace the paragraph that begins "**Fly ash + other..." with the following paragraph:

*Furnish fly ash + other Pozzolans at a rate no more than 25% and silica fume at a rate no more than 5% of the total weight of Cementitious Materials.

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.

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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 Concrete Production - Replace the paragraph that begins "¹ When haul time or ..." with the following paragraph:

¹ When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that are taken to ensure slump, temperature and uniformity is maintained. Submit this request in advance and may establish a new time limit at the Engineer's discretion.

02001.40(a) Delivery Tickets - Replace the paragraph that begins "Send a concrete delivery ..." with the following paragraph:
Send a concrete delivery ticket with each load of concrete supplied to the Project. Include the following information on each delivery ticket:

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).

02001.50 Quality Control - Replace the bullet that begins "The Contractor shall..." with the following bullet:

- Designate a person responsible for accepting and rejecting concrete on-site.

02001.50(c) Concrete Control Technician (CCT) - Replace the bullet that begins "Make adjustments to loads ..." with the following bullet:

- Make adjustments to loads that fail to meet the air content or slump criteria of the Specifications prior to the 90-minute time limit. Make adjustments complying with the provisions of ASTM C94.

02001.60 Acceptance of Concrete - Replace this subsection, except for the subsection number and title, with the following:

Acceptance of concrete is according to Section 00165 and the following:

(a) Aggregate - Acceptance of Aggregate is according to 02690.12.

(b) Plastic Concrete - Acceptance of plastic concrete is based on tests performed by the Contractor's QCT, according to the tolerances and limits of 02001.20, when discharged within the time allotted in 02001.40.

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(c) Hardened Concrete - 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.

(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 Agency certified laboratory.

(2) Acceptance - Hardened concrete with an ASTV meeting or exceeding the specified design strength, f'_c is accepted for strength. If the ASTV is less than f'_c but at least 85 percent of f'_c , the Engineer may review the results to determine if the concrete represented by the cylinders is suitable for the intended purpose. Remove concrete that has an ASTV less than 85 percent of f'_c unless otherwise authorized, in writing, by the Engineer. If the concrete is removed, the cost of removal, replacement and all related Work is the Contractor's responsibility. If the Engineer determines that the concrete is suitable for the intended purpose, the concrete may be allowed to remain in place, subject to a price adjustment according to 00150.25. If an ASTV falls below f'_c , the Contractor may submit a written plan outlining a proposed alternate method of evaluating compressive strength. Submit the plan for review by the Engineer within 3 Days of the test. 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. The Engineer may allow an alternate method of acceptance if the compressive strength test results are determined to be suspect from definable external factors.

SECTION 02020 - WATER

Comply with Section 02020 of the Standard Specifications modified as follows:

02020.10(a) General - Replace this subsection except for the subsection number and title with the following:

Use water in mixing or curing concrete, mortar, grout, and in mixing cement-treated Base that is reasonably clean, and free of oil, sugar, organic matter, or other substances injurious to the finished product.

02010.20(c) Non-Potable, Unknown Quality, or Suspected Quality - Replace this subsection except for the subsection number and title with the following:

Test non-potable, unknown quality, or suspected quality water at no additional cost to the Agency. Test according to ASTM C114 and ASTM C1603. Water from concrete production operations is considered unknown quality. Provide test results that comply with the limits and ranges of ASTM C1602. Make test results available for review upon request.

SECTION 02110 - POSTS, BLOCKS, AND BRACES

Comply with Section 02110 of the Standard Specifications modified as follows:

02110.10(a) General - Replace this subsection, except for the subsection number and title, with the following:

Furnish posts for guardrail and median barrier of the size shown, manufactured from Douglas fir, Hem-fir, or Southern Yellow Pine. A minimum extreme fiber bending stress (F_b) of 1,200 psi is required for wood posts. Only treated posts from approved Suppliers that are listed in the *Nonfield-Tested Materials Acceptance Guide* are allowed.

02110.10(b) Grading - Replace the paragraph that begins "Grading of posts shall..." with the following paragraph:

Furnish posts with grading meeting the following:

02110.10(c) Certificates - Replace this subsection, except for the subsection number and title, with the following:

Provide certificates of lumber inspection by a recognized inspection agency.

02110.10(f) Seasoning and Checking - Replace this subsection, except for the subsection number and title, with the following:

Furnish preservative treated post that show evidence of reasonable amount of seasoning or conditioning having occurred prior to treatment, so that further shrinkage of treated posts will not create checking that would expose untreated wood.

At the time of inspection at the plant and at the time of installation each treated post is subject to inspection for evidence of seasoning having occurred. The presence of checking on the surface of the post will not be cause for rejection unless the width of the widest check, shake, or split exceeds 1/2 inch (surface measurement).

If an otherwise acceptable treated post has a through check, shake, or end split in the same slope of grain or plane as the bolt hole and extending from the top of the post to within 3 inches of the bolt hole, the post is rejected unless it is provided with a tight fastening across the separation, centered on the post, and 2 inches below the top. Fasten with a 1/2-inch diameter galvanized bolt and nut with a galvanized washer under the bolt head and under the nut after final curing of post is achieved. Treat holes for fastenings according to 00570.40.

02110.10(g) Inspection, Rejection and Marking at Plant - Replace this subsection, except for the subsection number and title, with the following:

Posts are subject to inspection at the treating plant at any time before, during or after treatment. Normally, inspection of treated posts is made by the Agency's Inspector not later than 10 Calendar Days after treatment, provided the Inspector is notified of the time that treating is to be done.

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Inspection of treated posts for compliance with the requirements of 02110.10(e) is according to applicable AWP standards, except as follows:

- The Inspector will choose the number of treated posts from any one charge of the treating cylinder for determining penetration of treatment.
- Each post selected for testing is representative as a basis of acceptance or rejection of a pro rata number of posts in the charge.
- If 20 percent of the posts randomly selected for testing fail to conform to requirements, all of the posts in the entire charge from where they are selected may be classed as unacceptable.

At the Inspector's discretion, each treated post or a representative random selection of treated posts may be inspected for compliance with the requirements of 02110.10(f) "Seasoning and Checking".

Posts that fail to conform to requirements of this Subsection are subject to rejection at the treating plant singly, by partial lots, or by whole lots. (A "lot" comprises the posts in any charge of the treating cylinder.)

Apply a permanent mark or metal tag to each treated post that identifies the Supplier and year of treatment, placed by the Supplier either:

- On the top of the post, or
- On the back of the post, 8 inches to 10 inches below the bolt hole.

02110.10(h) Field Inspection, Acceptance and Rejection - Replace the paragraph that begins "Posts that show a check ..." with the following paragraph:

Posts that show a check, shake, or split exceeding 1/2 inch in width (surface measurement) on any surface are rejected.

Replace the paragraph that begins "Acceptance of Material..." with the following paragraph:

Acceptance of Material is according to 00165.35, 02110.10(g), and the Specifications.

02110.20 Guardrail Blocks - Replace this subsection, except for the subsection number and title, with the following:

(a) General - Furnish wood guardrail blocks of the dimensions shown. Furnish blocks either Douglas fir or Hem-fir meeting the requirements of 02110.10, or pine or Southern Yellow Pine meeting the requirements of 02110.20(b) and 02110.10 except for 02110.10(b). The requirements of marking and branding the treated blocks, according to the last paragraph of 02110.10(g), is waived provided that the Supplier of the treated blocks provides certification with each shipment stating that the blocks conform to Specifications and that the preservative treating was done under the inspection and with the approval of the Engineer.

(b) Grading - Furnish pine guardrail blocks according to the requirements of paragraph 80.11 of the current WWP Grading Rules. Furnish Southern Yellow Pine guardrail blocks

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according to the requirements for No. 1 timber as specified in section 402 of the current SPIB Grading Rules.

(c) Recycled Plastic - Recycled plastic guardrail blocks from the QPL may be used.

(d) Acceptance - Acceptance of Material is according to 00165.35 and this Section.

02110.30 Fence Posts and Braces - Replace this subsection, except for the subsection number and title, with the following:

Furnish fence posts and brace rails of the sizes and dimensions shown and of sound Douglas fir, western hemlock, or western pine free from decay, end splits, and multiple crooks. Seasoning checks of not more than 5/16-inch width (surface measurement) is allowed. Allowable crooks may be in one plane only. Do not allow a line drawn between the centers of the butt and tip of each post and brace rail to fall outside of the actual longitudinal centerline of the post or rail by more than 1.67 percent of its length, with an allowable maximum of 2 inches.

Posts and brace rails may be square, rough, or dressed lumber, or may be peeled round posts, as the Contractor elects. Furnish round members free from bark, protruding knots and irregularities detrimental to a pleasing appearance.

Fabricate posts and brace rails before pressure treatment. Where field boring or field cutting of a treated member is required, field-treat the exposed untreated surface of the member according to 00570.40. Do not allow the size of holes after treatment to exceed the size of the dowels or bolts to be inserted by more than 1/16 inch.

Posts intended to be driven may be machine-pointed on either the small end or the large end, before pressure treatment.

Pressure treat the posts and brace rails according to Section 02190.

Acceptance of Material is according to 00165.35 and the Specifications.

02110.40(a) Grading - Replace the paragraph that begins "Grading requirements..." with the following paragraph:

Furnish wood signposts with grading according to the applicable paragraphs of either the current WCLIB Grading Rules or the current WWPA Grading Rules, as follows:

02110.40(b)(1) Length - Replace the paragraph that begins "The length of the posts..." with the following paragraph:

Furnish posts of the length as shown or, where not shown, a sufficient length to provide proper sign mounting, a proper mounting height and the required foundation depth.

02110.40(b)(4) Cuts and Abrasions - Replace this subsection, except for the subsection number and title, with the following:

Treat cuts, abrasions and bolt-holes, prior to shipping, with the same preservative as originally used to treat the post, except that if the post was originally treated with

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pentachlorophenol - volatile petroleum solvent (LPG) solution, treat cuts, abrasions and bolt-holes with pentachlorophenol - mineral spirits solvent solution according to AWWA Standard M4.

02110.40(c) Cuts and Abrasions - Replace this subsection, except for the subsection number and title, with the following:

Acceptance of Material is according to 00165.35 and this Section.

SECTION 02510 - REINFORCEMENT

Replace Section 02510 of the Standard Specifications except for the Section number and title with the following:

Description

02510.00 Scope - This Section includes the requirements for bars, dowels, and strand reinforcement and tendon ducts.

Materials

02510.10 Deformed Bar Reinforcement - Furnish deformed bar reinforcement from the QPL and according to the requirements of ASTM A706, AASHTO M 31 (ASTM A615), AASHTO M 334, or ASTM A1035. Unless otherwise specified or shown, furnish Grade 60 reinforcing bars.

02510.11 Epoxy Coated Reinforcement:

(a) **Plant Certification** - Apply epoxy coating in a coating plant certified by the Concrete Reinforcing Steel Institute (CRSI).

(b) **Handling** - Provide systems for handling coated bars having padded contact areas for the bars wherever feasible. Pad all bundling bands. Lift all bundles with strong-backs, multiple supports, or platform bridges so as to prevent bar-to-bar abrasion from sags in the bar bundle.

02510.20 Mechanical Splices - 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.

02510.25 Headed Bar Reinforcement - Furnish Class HA headed steel bar from the QPL for concrete reinforcement. Ensure the headed steel bar develops the specified minimum tensile strength of the reinforcing bars, according to ASTM A970. Ferrous-filler coupling sleeves and welded headed steel bars are not allowed for concrete reinforcement.

02510.30 Galvanized Reinforcement:

(a) **General** - Furnish galvanized reinforcement meeting the requirements of ASTM A767, Class II, including Supplementary Requirement S3, and ASTM A143.

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(b) Fabrication - The bars may be fabricated before or after galvanizing. If the bars are fabricated after galvanizing, Supplementary Requirements S1 and S2 of ASTM A767 apply.

(c) Handling - Handle galvanized bars according to 02510.11(c).

02510.40 Welded Wire Reinforcement - Furnish welded wire reinforcement and deformed welded wire reinforcement meeting the requirements of ASTM A1064.

02510.50 Dowels - Furnish dowels meeting to the requirements of AASHTO M 31 (ASTM A615), for Grades 40 and 60, or AASHTO M 227 (ASTM A663) for Grades 70, 75, and 80.

02510.60 Ties and Supports - Furnish tie wire and supports according to CRSI Manual of Standard Practice.

(a) Coated Reinforcement Ties and Supports - Furnish 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. Furnish precast concrete blocks with galvanized ties that support galvanized reinforcement.

02510.70 Acceptance - Acceptance of reinforcement is according to 00165.35 and this Section.

SECTION 02530 - STRUCTURAL STEEL

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

02530.10 Structural Steel for Bridges - Replace the paragraph that begins "Structural steel for Bridges..." with the following:

Furnish structural steel for Bridges meeting the following, as shown or specified:

02530.20 Structural Steel for Non-Bridge Structures - Replace the paragraph that begins "Structural steel for metal..." with the following:

Structural steel for metal sign Structures and other non-Bridge Structures meeting the following, or as shown or specified:

Replace the paragraph that begins "Notch toughness..." with the following:

Ensure notch toughness of all structural steel members and plates greater than 1/2 inch thick in load carrying members of sign Bridges and cantilever sign supports meets Zone 2 requirements of AASHTO M 270.

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02530.50 Universal Mill Plate - Replace the paragraph that begins "Universal mill plate..." with the following:

Universal mill plate is not allowed.

02530.70 Galvanizing - Replace this subsection, except for the subsection number and title, with the following:

Hot-dip galvanize according to the following, as applicable:

- AASHTO M 111 (ASTM A123)
- AASHTO M 232 (ASTM A153)

Furnish steel that is finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" having controlled silicon content of either 0 - 0.06 percent or 0.13 percent - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

02530.80 Acceptance - Replace this subsection, except for the subsection number and title, with the following:

Acceptance of structural steel is according to 00165.35 and this Section.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.05 Geometry - Replace this subsection, except for the subsection number and title, with the following:

Use a bolt or rod length such that the end of the bolt or rod extends beyond or is at least flush with the outer face of the nut when properly installed.

02560.10(a) Bolts - Replace this subsection, except for the subsection number and title, with the following:

Furnish carbon steel bolts meeting the requirements of ASTM A307, Grade A or B.

02560.10(b) Nuts - Replace the paragraph that begins "Nuts for carbon steel bolts..." with the following:

Furnish nuts for carbon steel bolts meeting the requirements of the following, or equivalent:

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02560.20(a) Bolts - Replace the paragraph that begins “High-strength bolts used in...” with the following:

Use Type 3 high-strength bolts in noncoated weathering steel connections. Furnish high-strength bolts meeting the requirements of the following:

02560.20(b) Nuts - Replace the paragraph that begins “Nuts for high-strength bolts...” with the following:

Furnish nuts for high-strength bolts meeting the following requirements, or equivalent:

02560.20(c) Washers - Replace this subsection, except for the subsection number and title, with the following:

Furnish washers for high-strength bolts meeting the requirements of ASTM F436. Use Type 3 washers with Type 3 bolts.

02560.20(d) Direct Tension Indicators - Replace this subsection, except for the subsection number and title, with the following:

Furnish direct tension indicators that are the compressible-washer type, mechanically galvanized, according to ASTM F959. Adjust bolt lengths to accommodate both direct tension indicators and hardened washers.

02560.20(e) Markings - Replace this subsection, except for the subsection number and title, with the following:

Mark all bolts, nuts, washers and direct tension indicators according to the appropriate AASHTO/ASTM specifications and with a symbol identifying the manufacturer.

02560.30(a) Steel Tie Rods, Anchor Bolts, and Anchor Rods - Replace this subsection, except for the subsection number and title, with the following:

Furnish steel tie rods, anchor bolts, and anchor rods meeting the requirements of AASHTO M 314, Grade 36 or 55; ASTM F1554, Grade 36 or 55.

02560.30(b) High-Strength Tie Rods, Anchor Bolts, and Anchor Rods - Replace this subsection, except for the subsection number and title, with the following:

Furnish high-strength tie rods, anchor bolts, and anchor rods meeting the requirements of AASHTO M 314, Grade 105; ASTM F1554, Grade 105; or ASTM A449, Type 1.

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, mark the projecting end from the concrete.

02560.30(c) Nuts - Replace the paragraph that begins “Nuts for tie rods...” with the following:

Furnish nuts for tie rods, anchor bolts, and anchor rods meeting the following requirements, or equivalent:

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02560.30(d) Washers - Replace this subsection, except for the subsection number and title, with the following:

Furnish washers for anchor bolts meeting the requirements of ASTM F436, Type 1.

02560.60(a) Rotational Capacity Test - Replace the paragraph that begins "Test each combination of bolt..." with the following:

Test each combination of bolt production lot, nut lot and washer lot as an assembly. Assign a rotational capacity lot number to each combination of lots tested. The minimum frequency of testing is two assemblies per rotational capacity lot. Test according to one of the following requirements:

02560.60(a)(1) Method 1 - Replace the paragraph that begins "the above measured torque..." with the following:

Do not allow the above measured torque to exceed the torque value calculated by the following equation:

Replace the paragraph that begins "Continue to tighten the nut until..." with the following:

Continue to tighten the nut until the nut has turned twice the rotation shown in Table 00560-3 of Section 00560 from its snug-tight position mark for bolt lengths up to 8D (for greater than 8D up to 12D bolt lengths tighten to 1 1/6 turn from snug-tight).

02560.60(a)(2) Method 2 - Replace this subsection, except for the subsection number and title, with the following:

Test bolts that are too short to be tested in a direct bolt tension indicating device in a steel joint.

Place the lubricated fastener including a washer in one or more flat structural steel plates. The total thickness including the washer is such that three to five full threads of the bolt are located between the bearing surfaces of the bolt head and the nut. Provide the hole in the joint at the same nominal diameter as the hole in the washer. Using a calibrated torque wrench, tighten the nut to a snug-tight condition to produce an initial torque in the bolt equal to approximately 10 percent of the torque calculated using the equation given in Method 1 above where P is the minimum tension in the bolt according to Table 00560-1 of Section 00560. Mark the nut's position relative to the fixed bolt for this snug tight position.

Using the calibrated torque wrench, further tighten the nut until the nut has turned the rotation shown in Table 00560-3 of Section 00560 from its snug-tight position mark. Prevent the bolt head from turning during the tightening process. Record the measured torque with the nut in motion. The measured torque is not to exceed 1.15 times the torque value calculated in the preceding step of Method 2. Reject assemblies with torque values exceeding the calculated value.

Tighten the nut further until the nut has turned twice the rotation shown in Table 00560-3 from its snug-tight position mark. Reject assemblies that fail this rotation either by stripping or fracture.

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Loosen and remove the nut. Examine the threads on the nut and bolt. Reject assemblies showing evidence of thread shear failure, stripping or torsional failure of the bolt.

02560.60(b) Other Test Requirements - Replace the paragraph that begins "Provide three high-strength bolt ..." with the following:

Furnish three high-strength bolt assemblies per size per lot for check testing.

Replace the paragraph that begins "Provide one high-strength tie rod..." with the following:

Furnish one high-strength tie rod, one high-strength anchor bolt, and one high-strength anchor rod assembly per size per lot for check testing.

02560.70 Lubricating Fasteners - Replace the paragraph that begins "Furnish all galvanized and coated..." with the following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Furnish black fasteners that are "oily" to the touch when installed.

02560.80 Acceptance - Replace this subsection, except for the subsection number and title, with the following:

Acceptance of fasteners are according to 00165.35 and this Section.

SECTION 02571 - ELASTOMERIC BEARING PADS

Comply with Section 02571 of the Standard Specifications modified as follows:

02571.10 Elastomeric Compound - Replace the paragraph that begins "The elastomer portion of the elastomeric..." with the following paragraph:

Ensure the elastomer portion of the elastomeric compound is 100 percent virgin polychloroprene (Neoprene) or natural rubber (polyisoprene) meeting the requirements of section 18 of the *AASHTO LRFD Bridge Construction Specifications* including the properties from the following table:

02571.15 Metal Reinforcement - Replace this subsection, except for the subsection number and title, with the following:

Furnish metal reinforcement that is rolled, mild steel sheets 14 gauge thick and according to ASTM A1011, Grade 36 Type 1, or ASTM A1008, Grade 40.

02571.20(a) Pads - Replace this subsection, except for the subsection number and title, with the following:

Furnish pads 1/2 inch thick that are all elastomer. Furnish pads over 1/2-inch-thick consisting of alternate laminations of elastomer and metal.

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In metal reinforced pads, the top and bottom layers are elastomer 1/4 inch thick, and interior elastomer layers are 1/2 inch thick. The nominal thickness of the bearing shown reflects the thickness of the elastomer only. It does not include the steel laminates.

02571.20(b) Laminations - Replace this subsection, except for the subsection number and title, with the following:

Furnish laminations of elastomer in uniform thickness and in no case allow the thickness of an individual lamination to exceed 5/8 inch. Do not allow variations in thickness of an individual elastomer lamination to exceed 1/8 inch and the variation in thickness of all elastomer laminations within a pad such that each metal lamination does not vary by more than 1/8 inch from a plane parallel to the top or bottom surface of the pad.

02571.20(c) Laminated Pads - Replace the paragraph that begins "Laminated pads shall be..." with the following paragraph:

Furnish laminated pads that are molded individually to the sizes required. No shearing to size or drilling of holes is allowed. Cover all edges of metal laminations with a minimum of 1/8 inch, and a maximum of 1/4 inch, of elastomer except at laminate restraining devices and around holes that are entirely closed when the pad is in place on the Structure.

Replace the paragraph that begins "Pads 1/2 inch in thickness may ..." with the following paragraph:

Pads 1/2 inch in thickness may be sheared. Ensure the shearing does not heat the material and produces a smooth finish to 250 microinches with no tears or jagged areas.

02571.30(a) General - Replace the paragraph that begins "Independently test all completed bearings..." with the following paragraph:

Independently test all completed bearings by compressive visual inspection according to 02571.30(b). Failure of individual bearings to pass the compressive visual inspection is cause for rejection of those individual bearings.

Replace the paragraph that begins "Independently test five standard test..." with the following paragraph:

Independently test five standard test specimens of laminated pads according to 02571.30(c). Failure of any individual specimen to meet the peel strength test requirements is cause for rejection of the entire bearing production lot. A lot is defined as 50 or less bearings that are manufactured in a reasonably continuous manner from the same batch of elastomer, cured under the same conditions, and are all the same size and type.

02571.30(b) Short-Duration Compression Test - Replace this subsection, except for the subsection number and title, with the following:

Bring all bearings to a temperature of $73^{\circ}\text{F} \pm 10^{\circ}\text{F}$ and proof load for a compressive loaded to 1.5 times the maximum design load. Hold the load for 5 minutes, remove, then reapply for a second period of 5 minutes. Maintain the load constant while the bearing is inspected for visual faults. The following is cause for rejection:

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- A bulging pattern or patterns implying lack of bond between the elastomer and the laminate or bulging patterns that imply improper laminate placement.
- Three separate surface cracks that are greater than 5/64 inch wide and 5/64 inch deep, or a single crack 3/16 inch deep or wider than 1/4 inch.

02571.30(c) Peel Strength Test - Replace this subsection, except for the subsection number and title, with the following:

Perform a peel strength test according to ASTM D429 Method B, with the exception that the specimens are taken randomly and cut from a production bearing submitted for the Project. Ensure the bond between the elastomer and steel laminate in each specimen is not less than 40 pounds per inch.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.10 Aluminum - Replace the paragraph that begins "The aluminum Materials shall..." with the following paragraph:

Furnish new aluminum Materials meeting the following requirements:

Replace the paragraph that begins "Aluminum to be color coated shall..." with the following paragraph:

Furnish aluminum to be color coated consisting of an alloy that is compatible with the coating and the application process. Furnish color-coated aluminum having a temper that, after coating and aging, provides an ultimate strength of 30,000 psi and a yield strength of 25,000 psi.

Replace the paragraph that begins "Fabricate sheet aluminum signs ..." with the following paragraph:

Fabricate sheet aluminum signs from aluminum alloy 6061-T6, 5052-H38, 5154-H38, or approved equal. Give a chromate treatment according to ASTM B449, Class 2 or a titanium-based coating according to ASTM B921. Provide certified test reports for all heats of aluminum products furnished to the Agency. Furnish signs with a thickness shown in Table 02910-1 unless otherwise indicated.

02910.11 Plywood - Replace this subsection, except for the subsection number and title, with the following:

(a) General - Construct all plywood signs for permanent signing from 3/4-inch high-density overlay plywood. Construct plywood signs for temporary signs from either 3/4-inch high-density overlay plywood or 3/4-inch medium-density overlay plywood. Furnish Douglas fir plywood, Grade B-B exterior or better, according to *Product Standard PS-1 for Douglas Fir Plywood* published by the U. S. Department of Commerce.

(b) Overlay - Furnish black or buff high-density and medium-density overlay unless otherwise shown or specified. Furnish high-density and medium-density overlays that meet the *Product Standard PS-1 for Douglas Fir Plywood*.

(c) Plywood Sealer - Fill all voids in top or sides of panel with caulking compound after cutting plywood to size. Apply an approved plywood edge sealer tinted to match the color of the panel overlay material. Use a medium oil alkyd primer sealer.

02910.20 Retroreflective Sheeting - Replace this subsection, except for the subsection number and title, with the following:

(a) General - Use retroreflective sheeting from the QPL and the following:

(1) Perforation - If required for application, the sheeting may be pre-perforated with holes not greater than 0.02 inch in diameter. Perforate the holes approximately 0.4 inch apart in rows approximately 1.5 inches apart.

(2) Surface - Furnish sheeting and adhesive compatible with non-reflective permanent cut-out legend.

(b) Acceptance - Provide a quality compliance certification according to 00165.35, certifying that the reflective sheeting furnished meets the above requirements.

02910.21 Nonreflective Sheeting for Sign Background: Replace this subsection, except for the subsection number and title, with the following:

(a) General - Furnish nonreflective sheeting that is durable, weather resistant, gloss plastic film, and has a protected, precoated adhesive backing.

(b) Color - Use color for the nonreflective sheeting according to 00940.10. Submit for testing a 4-inch by 4-inch sample of the background color for each color of nonreflective sheeting shown.

(c) Adhesive - Adhere the nonreflective sheeting by a mildew and vandal resistant precoated adhesive that has no staining effect on the sheeting.

(d) Film:

(1) General - Furnish nonreflective sheeting that is flexible and easily cut to shape. The minimum tensile strength of the sheeting is 5 pounds per inch width.

(2) Surface - Clean according to the manufacturer's recommendations. Furnish a smooth and flat sheeting surface that:

- Facilitates cleaning and wet performance.
- Is readily processed.
- Is compatible with recommended transparent and opaque process inks.
- Permits cutting and color processing at minimum temperatures of 60 °F.
- Is heat resistant and permits force curing of applied sheeting at temperatures up to 150 °F.
- Is solvent resistant.

(e) Durability - For non-reflective sheeting for a sign background, process and apply according to the manufacturer's recommendations. Furnish weather resistant Material that shows no discoloration, cracking, crazing, blistering or dimensional change following cleaning.

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Furnish a sheeting surface capable of being readily refurbished when cleaned and clear over-coated according to the manufacturer's recommendations.

(f) Acceptance - Provide a quality compliance certificate according to 00165.35, certifying that the nonreflective sheeting furnished meets all the above requirements.

Add the following subsection:

02910.23 Digital Printing -

(a) Digitally Printed Ink Systems - Provide digitally printed ink systems from the QPL that meet the following requirements:

- Produce traffic signs using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.
- Meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 *Standard Specification for Retroreflective Sheeting for Traffic Control*.
- Meet 70% for type XI standards of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956.

(b) Retroreflective Sheeting - Furnish retroreflective sheeting that:

- Consists of white or colored sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.
- Conform to all requirements of the current version of ASTM D4956. Designate the retroreflective sheeting as type XI ASTM D4956 classification.
- Has a Class 1 pressure-sensitive adhesive, as defined by ASTM D4956, protected by an easily removable liner. Fabricate finished traffic signs and traffic sign faces using retroreflective sheeting of Type XI ASTM D4956 classification.

(c) Protective Overlay Film – Fabricate permanent traffic signs printed with digital ink systems with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. Comply with the retroreflective sheeting manufacturer's recommendations for the overlamine to ensure proper adhesion and transparency. Meet the reflective film durability as identified in the warranty requirements.

02910.32 Retroreflective Removable Legend - Replace this subsection, except for the subsection number and title, with the following:

(a) General - Furnish letters and numerals for all removable legend according to the design of the FHWA *Standard Rounded Capital Letter Alphabets*. Furnish letters and numerals for removable legend for all freeway and expressway signs according to the design of Series "E" modified from the FHWA *Standard Rounded Capital Letter Alphabets*.

Provide mounting holes within the frames to permit the use of the mounting hardware specified in the Specifications. Provide a sufficient number of mounting holes to ensure a firm attachment of the frames to the sign and meet the requirements of 00940.45(b). This requires a minimum of four mounting holes at each joint in the border.

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(b) Retroreflective Sheeting Legend - Fabricate removable legend with sheeting according to 02910.20 that is permanently adhered to a flat aluminum frame.

Furnish letters, numerals, symbols and borders a minimum of 0.032-inch-thick aluminum according to ASTM B209, alloy 3003-H14. Degrease and etch the aluminum, or treat with a light, tight amorphous chromate type coating.

Apply the reflective sheeting to the prepared aluminum according to the sheeting manufacturer's recommendations.

Furnish letters, numerals, symbols and borders that are clean-cut and sharp, and have a nearly plane surface.

(c) Acceptance - Acceptance of retroreflective removable legend is based on a mill test certificate from the aluminum manufacturer attesting to the correct alloy, temper, and material thickness of the metal supplied. The Engineer may reject damaged or non-specification materials regardless of the test certification provided.

02910.33 Permanent Legends - Replace this subsection, except for the subsection number and title, with the following:

(a) General – Permanent legends consist of white retroreflective screened, red retroreflective screened, black screened or cut-out white retroreflective sheeting. Meet the design of the FHWA Standard Rounded Capital Letter Alphabets for the letters and numerals of all permanent legends.

(b) Retroreflective White Screened Legend - Use transparent paste materials for the reverse screening of retroreflective white legends and for the screening of retroreflective red legends according to the recommendations of the manufacturer of the reflective sheeting.

(c) Retroreflective Cut-out Legend - Use Material for retroreflective cut-out legend according to the requirements of 02910.20.

(d) Nonreflective Black Screened Legend - Furnish Material for nonreflective black screened legends that is compatible with the sign sheeting, as recommended by the sign sheeting manufacturer.

(e) Nonreflective Black Cut-out Legend - Use Material for nonreflective cut-out legend according to 02910.21.

(f) Digitally Printed Sign - Use processes and Materials for digitally printed signs according to the requirements of 02910.23.

02910.40 Hardware - Replace this subsection, except for the subsection number and title, with the following:

Furnish aluminum alloy, stainless steel, or hot-dip galvanized steel bolts, nuts, and washers to fabricate and erect signs. Furnish aluminum for bolts and nuts according to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Furnish aluminum washers according to ASTM B209, alloy Alclad 2024-T4. Furnish stainless steel for bolts, nuts, and washers that

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are Type 304 or Type 316. Furnish galvanized steel bolts, nuts, and washers that are medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

Use nylon washers supplied by the sheeting manufacturer as shown or directed.

Furnish mounting hardware of the design and type shown, or if not shown of such sizes and kinds as approved by the Engineer.

Furnish 1/8-inch diameter, 1/4-inch head diameter, domed head, aluminum alloy according to ASTM B316. Aluminum alloys 5052 and 5056 are acceptable alloys. Furnish anodized blind rivets that are the same color as the sign background that are used to attach sign panels to closure strips or wind beams.

02910.60(a) General - Replace this subsection, except for the subsection number and title, with the following:

Furnish electronically cuttable films consisting of durable, transparent, colored films coated with a transparent pressure sensitive adhesive protected by a removable liner. Furnish films designed to be cut on knife-over-roll (sprocket fed or friction fed) and flat bed electronic cutting machines. Furnish films available in standard traffic colors, be dimensionally stable, and be designed to optimally cut, weed, lift and transfer. Use electronically cuttable films from the QPL.

02910.75 Manufacturer Warranty - Replace the paragraph that begins "Furnish a manufacturer warranty ..." with the following paragraph:

Provide a manufacturer warranty that unconditionally warrants to the Agency the retroreflective sheeting products, sheeting with applied electronic cuttable film products, and installation under this Section against failure, according to this Subsection and 00170.85(c)(1). Use Agency-supplied warranty forms, available from the Engineer.

BID SCHEDULE

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**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15691 **PROJECT:** OR229: FULLER AND OJALLA (SILETZ RIVER) BRIDGES
PROJECT KEY: 23123 **ADDENDUM NO.:** 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(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	400.00 SQFT		
0040	0222-0164000E PORTABLE CHANGEABLE MESSAGE SIGNS	4.00 EACH		
0050	0223-0168000T FLAGGERS	1,000.00 HOUR		
0060	0223-0168100E FLAGGER STATION LIGHTING	4.00 EACH		
0070	0224-0145000E TEMPORARY PLASTIC DRUMS	50.00 EACH		
0080	0225-0149000E TEMPORARY FLEXIBLE PAVEMENT MARKERS	200.00 EACH		
0090	0225-0153000F TEMPORARY STRIPING	6,000.00 FOOT		
0100	0225-0153200J TEMPORARY PAVEMENT BARS	100.00 SQFT		
0110	0225-0154000F STRIPE REMOVAL	6,000.00 FOOT		
0120	0225-0156000J BAR REMOVAL	100.00 SQFT		
0130	0227-0158100A PORTABLE TRAFFIC SIGNAL, FULLER AND OJALLA BRIDGES	ALL LUMP SUM		

**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15691 **PROJECT:** OR229: FULLER AND OJALLA (SILETZ RIVER) BRIDGES
PROJECT KEY: 23123 **ADDENDUM NO.:** 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0140	0290-0100000A POLLUTION CONTROL PLAN	ALL LUMP SUM		
0150	0290-0102000A WORK CONTAINMENT PLAN	ALL LUMP SUM		

SECTION: 0002 ROADWORK

0160	0305-0100000A CONSTRUCTION SURVEY WORK	ALL LUMP SUM		
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SECTION: 0003 BRIDGES - 00851A FULLER AT MP 23.10

0170	0253-0106000A TEMPORARY WORK ACCESS AND CONTAINMENT	ALL LUMP SUM		
0180	0255-0100000A BRIDGE JACKING AT BENT 3	ALL LUMP SUM		
0190	0501-0100000A BRIDGE REMOVAL WORK	ALL LUMP SUM		
0200	0542-0101000E REINFORCING BAR REPAIR	5.00 EACH		
0210	0542-0102001J CONCRETE REPAIR	8.00 SQFT		
0220	0560-0109000A STRUCTURAL STEEL MAINTENANCE	ALL LUMP SUM		
0230	0582-0020000E BEARING DEVICES, 10 INCH WIDE, 10 INCH LONG, 3 INCH THICK	4.00 EACH		
0240	0582-0020000E BEARING DEVICES, 21 INCH WIDE, 16 INCH LONG, 5.25 INCH THICK	2.00 EACH		
0250	0585-0206100A POURED JOINT SEAL	ALL LUMP SUM		

**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15691

PROJECT: OR229: FULLER AND OJALLA (SILETZ RIVER) BRIDGES

PROJECT KEY: 23123

ADDENDUM NO.: 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0260	0594-0103000A SURFACE PREPARATION	ALL LUMP SUM		
0270	0594-0104000A COATING APPLICATION	ALL LUMP SUM		
0280	0594-0105000A COATING MATERIALS	ALL LUMP SUM		
0290	0594-0108000F PACK RUST REMOVAL	118.00 FOOT		
0300	0842-0401000E BRIDGE IDENTIFICATION MARKERS	2.00 EACH		
0310	1999-9Z90000E RIVET AND BOLT REPLACEMENT	30.00 EACH		

SECTION: 0004 BRIDGES - 00852A OJALLA AT MP 20.66

0320	0253-0106000A TEMPORARY WORK ACCESS AND CONTAINMENT	ALL LUMP SUM		
0330	0255-0100000A BRIDGE JACKING AT BENT 3	ALL LUMP SUM		
0340	0501-0100000A BRIDGE REMOVAL WORK	ALL LUMP SUM		
0350	0542-0101000E REINFORCING BAR REPAIR	5.00 EACH		
0360	0542-0102001J CONCRETE REPAIR	354.00 SQFT		
0370	0560-0109000A STRUCTURAL STEEL MAINTENANCE	ALL LUMP SUM		
0380	0582-0020000E BEARING DEVICES, 10 INCH WIDE, 10 INCH LONG, 3 INCH THICK	4.00 EACH		

**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15691 **PROJECT:** OR229: FULLER AND OJALLA (SILETZ RIVER) BRIDGES
PROJECT KEY: 23123 **ADDENDUM NO.:** 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0390	0582-0020000E BEARING DEVICES, 21 INCH WIDE, 16 INCH LONG, 5.25 INCH THICK	2.00 EACH		
0400	0585-0206100A POURED JOINT SEAL	ALL LUMP SUM		
0410	0594-0103000A SURFACE PREPARATION	ALL LUMP SUM		
0420	0594-0104000A COATING APPLICATION	ALL LUMP SUM		
0430	0594-0105000A COATING MATERIALS	ALL LUMP SUM		
0440	0594-0108000F PACK RUST REMOVAL	192.00 FOOT		
0450	0842-0401000E BRIDGE IDENTIFICATION MARKERS	2.00 EACH		
0460	1999-9Z90000E RIVET AND BOLT REPLACEMENT	30.00 EACH		

SECTION: 0005 PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

0470	0860-0200000F LONGITUDINAL PAVEMENT MARKINGS - PAINT	6,000.00 FOOT		
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SECTION: 0006 PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS

0480	0905-0100000A REMOVE EXISTING SIGNS	ALL LUMP SUM		
0490	0920-0100000A SIGN SUPPORT FOOTINGS	ALL LUMP SUM		
0500	0930-0117000A PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	ALL LUMP SUM		

**OREGON DEPARTMENT OF TRANSPORTATION
BID SCHEDULE**

CONTRACT NO.: 15691 **PROJECT:** OR229: FULLER AND OJALLA (SILETZ RIVER) BRIDGES
PROJECT KEY: 23123 **ADDENDUM NO.:** 0

ITEM NO	ITEM DESCRIPTION	QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			(IN FIGURES)	(IN FIGURES)
0510	0940-0202000J SIGNS, STANDARD SHEETING, SHEET ALUMINUM	24.00 SQFT		

TOTAL BID: _____

