



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 6, 2021

Department: Board of Commissioners

Agenda Planning Date: 12/31/2020

Time required: 5 min.

☒ Audio/Visual aids Powerpoint

Contact: Ryan Crowther

Phone: 503-365-3112

Department Head Signature:

TITLE

Approval of contract PW-3814-20 for the Silverton Road: Little Pudding River Bridge construction.

Issue, Description & Background

Consider approval of contract PW-3814-20 with Farline Bridge, Inc. in the amount of \$4,064,862.90 for the construction of the Silverton Road bridge over the Little Pudding River.

The Silverton Road: Little Pudding River Bridge #962A is located on Silverton Road NE near Salem, Oregon and provides the main link between Silverton and Salem. Silverton Road is a rural principal arterial on the National Highway System and is designated as a strategic corridor and freight route in the Marion County 2005 Rural Transportation System Plan. The bridge was originally constructed in 1922 and was widened in 1948. It has a sufficiency rating of 38.2 and is load limited. In 2015 Marion County entered into an agreement with ODOT to replace the bridge.

During the design of the project, Public Works staff performed extensive public outreach, meeting several times with property owners, along with meetings with the City of Silverton and other Silverton organizations to determine the least impactful alternative. Due to the tight size constraints of this construction site, realigning the bridge would have caused significant impacts to adjacent properties resulting in relocations. Staged construction would have resulted in a two year construction window with traffic delays through the site during both construction seasons as well as a significant increase in overall cost. The selected alternative is to close Silverton Road for up to seven months to construct the bridge at the same location as the existing one. The proposed contract requires Silverton Road to be reopened by November of 2021 in time for holiday shopping and festivities in the Silverton area. To mitigate the closure, north and south detours will be thoroughly signed. The north detour will be Silverton/Cordon to Hazelgreen to Howell Prairie/Silverton. The south detour will be Cordon/Sunnyview to Howell Prairie/Silverton. Temporary signals will be installed at the intersections of Cordon/Hazelgreen and Silverton/Howell Prairie to ensure that these intersections function at an acceptable level of service. The timing of the signals at Silverton/Cordon and Silverton/Sunnyview will be adjusted to account for varying traffic flows.

On October 28, 2020, Marion County received seven responsive bids with the low bidder being Farline Bridge, Inc. in the amount of \$4,064,489.25.

Financial Impacts:

The total construction budget, including contract administration, ODOT oversight, and contingencies, is \$4,621,197.96. Public Works has budgeted the necessary funds to complete the project. Federal funds will cover \$4,146,600.93 (89.73%) of the cost with the County Road Fund covering the remaining \$474,597.03 (10.27%).



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Impacts to Department
& External Agencies

Executing this contract to perform the work does not directly impact any other Marion County departments. The project will benefit the public at large by replacing this critical bridge on a heavily used truck and commuter route.

Options for
Consideration:

1. Approve and sign Contract PW-3814-20 with Farline Bridge, Inc.
2. Take no action at this time.

Recommendation:

Public Works staff recommends that the Board choose option one and approve and sign the contract with Farline Bridge, Inc.

List of attachments:

Contract PW-3814-20 between Marion County and Farline Bridge, Inc.
Contract Review Sheet

Presenter:

Ryan Crowther

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Tim Beaver, Public Works, tbeaver@co.marion.or.us



Marion County

OREGON

FINANCE DEPARTMENT

Contract Review Sheet

Contract #: **PW-3814-20**

Person Sending: **Tim Beaver**

Department: **Public Works**

Contact Phone #: **503-365-3100**

Date Sent: **Tuesday, December 22, 2020**

☒ Contract ☐ Amendment# ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **Silverton Rd: Little Pudding Br Replacement, Bridge No. 00962A, Marion County.**

Contractor's Name: **Farline Bridge, Inc.**

Term - Date From: **Execution**

Expires: **Completion of project**

Contract Total: **\$4,064,862.90**

Amendment Amount: _____

New Contract Total: _____

Source Selection Method: Formal Bid (attach transmittal)

PW702-20

Additional Considerations (check all that apply)

☐ Board Order# _____

☐ Incoming Funds

☐ Independent Contractor (LECS) approval date: _____

☐ Insurance Waiver (attach)

☐ CIP# _____ (required for all goods /software greater than \$5,000)

☐ Feasibility Determination (attach approved form)

☒ Federal Funds (attach sub-recipient / contractor analysis)

☐ Reinstatement (attach written justification)

☐ Retroactive (attach written justification)

Description of Services or Grant Award:

Replacement of the bridge on Silverton Road NE over the Little Pudding River. Bridge #00962A.

FOR FINANCE USE

Date Finance Received: _____

BOC Planning Date: _____

Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date _____ ☐ To be filed ☐ Added to Finance Table

☐ Date _____ Returned to department for signature

Marion County
Subrecipient vs. Contractor/Vendor Analysis
12/20/2020

INSTRUCTIONS:

This checklist is designed to assist departments receiving federal funds in determining if they are considered a subrecipient or a vendor/contractor. Using the questions below **and** the definitions on the second tab, determine if the entity is considered a subrecipient or a contractor/vendor. The Section references are from Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (i.e. Uniform Guidance, e-CFR). (If it is still unclear on whether the entity is a subrecipient or contractor/vendor, see "Use of judgment" on definitions tab or contact Debbie Gregg in Finance - ext. 3282.)

FEDERAL AWARD INFORMATION

Federal Agency	FHWA
Federal Award Number (and/or CFDA #)	20.205
County Grant/Fund Number	103862
Primary Recipient of Federal Funds (i.e. Direct award=County or Pass-through=State Agency)	Marion County
Entity Receiving Funds from County	Farline Bridge, Inc.
Other Information	

CHECKLIST

Part 1- Subrecipient

Criteria	Yes/No	Comment
1-1. Does the entity receiving the funds from the County have a substantial amount of authority for making decisions about program delivery and/or determine who is eligible to receive the assistance or participate in the program?	No	
1-2. Does the contract or agreement include performance requirements that are measured against whether the objectives of the federal program are met?	No	
1-3. Is the entity that receives the funds from the County reimbursed for actual costs incurred for allowable activities (as outlined in the contract)?	No	
1-4. Does the contract or agreement with the entity receiving the funds from the County state that the entity is to comply with all applicable federal program compliance requirements (i.e. A-133 or Uniform Guidance)?	No	
1-5. Are the federal funds being used to carry out a program objective of the entity receiving the funds from the County (as opposed to providing goods or services for a program of the County)?	No	
1-6. Is the entity receiving the funds from the County required to contribute its own non-federal cost sharing/matching requirement to help pay for the federal program?	No	
1-7. Is the entity receiving the funds from the County not in the business of earning a profit (i.e. not-for-profit, local government)?	No	

Marion County
Subrecipient vs. Contractor/Vendor Analysis
12/20/2020

Part 2 -Contactor/Vendor

Criteria	Yes/No	Comment
2-1. Is the entity providing goods or services within its normal business operations?	Yes	
2-2. Does the entity provide similar goods or services to many different purchasers?	Yes	
2-3. Does the entity operate in a competitive environment?	Yes	
2-4. Are the goods or services provided ancillary or secondary to the objective of the Federal program?	Yes	
2-5. Is there a set 'fee-for-service' or fixed price cost to the contract?	Yes	
2-6. Does the contract define a scope of work for which the County will pay the entity or identifies what the County is purchasing?	Yes	
2-7. Is there no requirement in the contract or agreement with the entity receiving the funds (from the County) that the entity is to comply with all applicable federal program compliance requirements?	Yes	

Part 3 - Analysis

As necessary, add additional analysis here when making the determination.

Conclusion

Based on the preponderance of the "Yes" answers and discussion with appropriate personnel, the entity has been determined to be a: (check one)

Subrecipient: _____ (a)

Contractor/Vendor: X

(a) If determination is a subrecipient, department will need to complete: 1) Subrecipient Risk Assessment and 2) Subrecipient Monitoring Checklist

CONSTRUCTION CONTRACT PW-3814-20

THIS CONTRACT, made and entered into by and between MARION COUNTY, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and Farline Bridge, Inc., hereinafter called the "Contractor" for the Project entitled: Silverton Rd: Little Pudding Br Replacement, Bridge No. 00962A, Marion County.

WITNESSETH

Contractor, in consideration of the sum of \$4,064,862.90 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
2. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
4. Contractor shall indemnify, defend, save and hold harmless Marion County and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the Contractor and subcontractor from and against any and all Claims.

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County or the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or the Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the

Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

6. In consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

a. Compliance with Regulations.

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

b. Nondiscrimination.

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

c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

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

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Marion County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information

required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

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

1. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

11. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

12. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the Parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.


13. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals, as of the day and year first above written.

MARION COUNTY

Recommended by:

 12/22/20
Director of Public Works Date

APPROVED AS TO FORM:

Marion County Contracts Date

Marion County Legal Counsel Date

APPROVED BY:

Commissioner Date

Commissioner Date

Commissioner Date

CONTRACTOR

Farline Bridge, Inc.

Company


Signature

David Wukzals
Name

President
Title

1445 Miller Drive, PO Box 149
Address

Stayton, OR 97383
City, State, Zip

503-769-3014
Phone Number

45-2753401
FEIN #

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

SILVERTON RD: LITTLE PUDDING BR REPLACEMENT,
BRIDGE NO. 00962A, MARION COUNTY

Bridges and Structures, Earthwork, Asphalt Concrete Paving, and Electrical

MARION COUNTY, OREGON

Bid Opening: October 28, 2020

ORPIN OPPORTUNITY NO. C25102-PW702-20

ECMS NO. 2020-401

ACCOUNTING PROJECT NO. 103862

MARION COUNTY BOARD OF COMMISSIONERS

Colm Willis	Commissioner
Sam Brentano	Commissioner
Kevin Cameron	Commissioner

Brian Nicholas, Director of Public Works

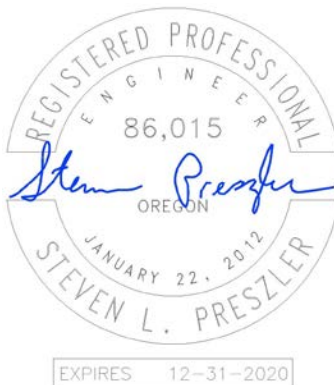


TABLE OF CONTENTS

	Page
INTRODUCTION	1
BID SCHEDULE	3
BID CERTIFICATION	6
BID BOND	12
PERFORMANCE BOND	13
LABOR AND MATERIALS PAYMENT BOND	15
DRUG & ALCOHOL TESTING POLICY CERTIFICATION	17
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS	18
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM	19
DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS	20
DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM	27
DBE INFORMATION	29
FHWA-1273 -- REVISED MAY 1, 2012	30
ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS	42
EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS	49
EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS	52
OREGON DEPARTMENT OF TRANSPORTATION POLICY STATEMENT DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM	53
DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS	54
ASSIGNED DBE CONTRACT GOAL	69
REIMBURSABLE FEDERAL ON-THE-JOB and APPRENTICESHIP TRAINING	70
SAMPLE CONSTRUCTION CONTRACT PW-[no.-year]	76
PROJECT WAGE RATES	80
SPECIAL PROVISIONS	178
MAPS AND DRAWINGS	
GENERAL	
A01 COVER SHEET	
A02 SHEET INDEX AND STANDARD DRAWINGS	
A03 DRAWING LEGEND	
A04 ALIGNMENT SUMMARY AND SURVEY CONTROL	
B01 ROADWAY TYPICAL SECTIONS	
B02 FLOW CONTROL STRUCTURE DETAILS	
B03 DITCH AND SWALE DETAILS	
B04 MISCELLANEOUS DETAILS	
ROAD CONSTRUCTION	
C00 SILVERTON RD CONSTRUCTION PLAN KEY MAP	
C01 SILVERTON RD CONSTRUCTION PLAN 1	
C02 SILVERTON RD CONSTRUCTION PLAN 2	
C03 SILVERTON RD CONSTRUCTION PLAN 3	
C04 DETOUR INTERSECTIONS CONSTRUCTION PLAN	

DRAINAGE & UTILITIES

- D00 STORM DRAINAGE PLAN KEY MAP
- D01 NORTHWEST DITCH PLAN
- D02 SOUTHWEST DITCH PLAN
- D03 NORTHEAST DITCH PLAN 1
- D04 NORTHEAST DITCH PLAN 2
- D05 SOUTHEAST DITCH PLAN 1
- D06 SOUTHEAST DITCH PLAN 2

DRIVEWAYS & APPROACHES

- DW00 DRIVEWAY PLAN KEY MAP
- DW01 DRIVEWAY 1 PLAN
- DW02 DRIVEWAY 2 PLAN
- DW03 DRIVEWAY 3 PLAN
- DW04 DRIVEWAY 4 PLAN
- DW05 DRIVEWAY 5 PLAN
- DW06 DRIVEWAY 6 PLAN
- DW07 64TH PLACE PLAN

ENVIRONMENTAL

- E01 EROSION CONTROL PLAN - PHASE 1
- E02 EROSION CONTROL PLAN - PHASE 2
- E03 PLANTING PLAN

TRAFFIC CONTROL

- TC01 DETOUR SIGNING LEGEND
- TC02 DETOUR PLAN
- TC03 DETOUR PLAN ENLARGEMENTS 1
- TC04 DETOUR PLAN ENLARGEMENTS 2
- SS01 SILVERTON RD SIGNING AND STRIPING PLAN
- SS02 SILVERTON RD SIGNING LEGEND
- SS03 TEMPORARY SIGNAL INTERSECTION STRIPING PLAN

BRIDGE STRUCTURE

- J01 PLAN AND ELEVATION
- J02 GENERAL NOTES
- J03 FOUNDATION DATA
- J04 FOUNDATION DATA
- J05 FOUNDATION PLAN AND DETAILS
- J06 DRILLED SHAFT DETAILS
- J07 TYPICAL SECTION AND DECK PLAN
- J08 BENT 2 PLAN AND ELEVATION
- J09 BENT DETAILS
- J10 WINGWALL DETAILS
- J11 PRESTRESSED BEAM DETAILS
- J12 RETAINING WALL PLAN
- J13 RETAINING WALL ELEVATIONS
- J14 RETAINING WALL DETAILS

TEMPORARY SIGNAL

- TS01 SIGNAL LEGEND
- TS02 SILVERTON AND HOWELL PRAIRIE TEMPORARY SIGNAL PLAN
- TS03 SILVERTON AND HOWELL PRAIRIE DETECTION PLAN
- TS04 CORDON AND HAZELGREEN TEMPORARY SIGNAL PLAN
- TS05 CORDON AND HAZELGREEN DETECTION PLAN
- TS06 SIGNAL DETAILS 1
- TS07 SIGNAL DETAILS 2

INTRODUCTION

1.1 Description of Work

Construction of grading, paving and drainage on Silverton Rd: Little Pudding River Br Replacement, as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$5,000,000 to \$10,000,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time and Place of Receiving Bids

Submit Bids as specified in 00120.45 by 2:00 p.m. on October 28, 2020 (Bid Closing), to Tim Beaver, Contracts Specialist, c/o Receptionist, at Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802. Bids submitted after the time set for receiving Bids will not be opened or considered.

Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, immediately following Bid Closing. Bid results will be posted by 10:00 a.m. the next business day on the Oregon Procurement Information Network (ORPIN) website at <http://orpin.oregon.gov/open.dll/welcome> under the ORPIN number listed above.

1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than June 30, 2022. Open Silverton Road to traffic no later than November 19, 2021.

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.5 Class of Project

This project is funded by federal Highway Bridge Program funds. This is a Federal-Aid Project.

1.6 Class of Work

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

1.7 Project Information

Information pertaining to this Project may be obtained from the following persons at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Tim Beaver

503-365-3100

TBeaver@co.marion.or.us

1.8 Bid Surety

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid.

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2018 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:
https://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf.

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County, Part 00100, v201911 available for download on the Marion County website at:
<https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx>.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.10 Prevailing Wage Rate Requirements

This Project is subject to both the applicable Oregon prevailing wage rate law (BOLI) and the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), and any amendments in effect at the time of solicitation. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

The combined applicable federal prevailing wage rates and the existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification
- DBE Commitment Certification and Utilization Form (if assigned contract goal is greater than zero)

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

BID SCHEDULE

USE FILLABLE BID SCHEDULE – DOWNLOAD FROM ORPIN

INTRODUCTION

1.1 Description of Work

Construction of grading, paving and drainage on Silverton Rd: Little Pudding River Br Replacement, as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$5,000,000 to \$10,000,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time and Place of Receiving Bids

Submit Bids as specified in 00120.45 by 2:00 p.m. on October 28, 2020 (Bid Closing), to Tim Beaver, Contracts Specialist, c/o Receptionist, at Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802. Bids submitted after the time set for receiving Bids will not be opened or considered.

Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, immediately following Bid Closing. Bid results will be posted by 10:00 a.m. the next business day on the Oregon Procurement Information Network (ORPIN) website at <http://orpin.oregon.gov/open.dll/welcome> under the ORPIN number listed above.

1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than June 30, 2022. Open Silverton Road to traffic no later than November 19, 2021.

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.5 Class of Project

This project is funded by federal Highway Bridge Program funds. This is a Federal-Aid Project.

1.6 Class of Work

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

1.7 Project Information

Information pertaining to this Project may be obtained from the following persons at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Tim Beaver

503-365-3100

TBeaver@co.marion.or.us

1.8 Bid Surety

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid.

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2018 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:
https://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf.

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County, Part 00100, v201911 available for download on the Marion County website at:
<https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx>.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.10 Prevailing Wage Rate Requirements

This Project is subject to both the applicable Oregon prevailing wage rate law (BOLI) and the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), and any amendments in effect at the time of solicitation. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

The combined applicable federal prevailing wage rates and the existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification
- DBE Commitment Certification and Utilization Form (if assigned contract goal is greater than zero)

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

Marion County Public Works
Silverton Rd: Little Pudding River Br Replacement
Bridges and Structures, Earthwork, Asphalt Concrete Paving and Electrical

BID SCHEDULE - ADDENDUM 3
ECMS NUMBER 2020-451

PROJECT NUMBER 103862

PROJECT ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1.800	HMAC MATERIAL PRICE ADJUSTMENT	0.00	As Authorized	\$1.00	
50.100	FEDERAL ON-THE-JOB-TRAINING	1,170.00	Hours	\$20.00	\$23,400.00
210.100	MOBILIZATION (10%)	1.00	Lump Sum	\$ 400,000.00	\$ 400,000.00
225.500	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	\$ 15,000.00	\$ 15,000.00
225.750	TEMPORARY SIGNS	1,410.00	Square Feet	\$16.50	\$23,265.00
225.114	TEMPORARY BARRICADES TYPE III	13.00	Each	\$115.00	\$1,495.00
225.160	TEMPORARY CONCRETE BARRIER, REFLECTORIZED	175.00	Foot	\$17.00	\$2,975.00
225.210	TEMPORARY PLASTIC DRUMS	30.00	Each	\$32.00	\$960.00
225.270	TEMPORARY FLEXIBLE PAVEMENT MARKERS	1,000.00	Each	\$2.00	\$2,000.00
225.290	TEMPORARY STRIPING	8,800.00	Foot	\$0.32	\$2,816.00
225.390	TEMPORARY TRAFFIC SIGNAL INSTALLATION	2.00	Lump Sum	\$99,288.00	\$198,576.00
225.450	PORTABLE CHANGEABLE MESSAGE SIGNS	4.00	Each	\$5,000.00	\$20,000.00
225.474	TEMPORARY CURB RAMPS	8.00	Each	\$615.00	\$4,920.00
225.476	TEMPORARY WALK	240.00	Square Feet	\$65.00	\$15,600.00
225.490	FLAGGERS	640.00	Hours	\$55.95	\$35,808.00
225.493	TRAFFIC CONTROL SUPERVISOR	24.00	DAYS	\$200.00	\$4,800.00
245.200	TEMPORARY WATER MANAGEMENT FACILITY	1.00	Lump Sum	\$ 25,000.00	\$ 25,000.00
253.100	TEMPORARY WORK ACCESS AND CONTAINMENT	1.00	Lump Sum	\$ 34,000.00	\$ 34,000.00
280.100	EROSION CONTROL	1.00	Lump Sum	\$ 11,510.00	\$ 11,510.00
280.150	CHECK DAMS	12.00	Each	\$ 231.00	\$ 2,772.00
280.191	INLET PROTECTION, TYPE 4	6.00	Each	\$ 79.00	\$ 474.00
280.255	CONCRETE WASHOUT FACILITY	2.00	Each	\$ 1,500.00	\$ 3,000.00
280.332	SEDIMENT BARRIER TYPE 8	650.00	Foot	\$5.00	\$3,250.00
280.400	SEDIMENT FENCE, SUPPORTED	460.00	Foot	\$7.50	\$3,450.00

280.430	SEDIMENT FENCE, UNSUPPORTED	1,200.00	Foot	\$3.50	\$4,200.00
290.100	POLLUTION CONTROL PLAN	1.00	Lump Sum	\$ 500.00	\$ 500.00
290.190	TURBIDITY MONITORING	1.00	Lump Sum	\$ 500.00	\$ 500.00
290.200	WORK CONTAINMENT PLAN AND SYSTEM	1.00	Lump Sum	\$ 25,000.00	\$ 25,000.00
306.100	CONSTRUCTION SURVEY WORK	1.00	Lump Sum	\$ 53,800.00	\$ 53,800.00
310.100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	Lump Sum	\$ 4,250.00	\$ 4,250.00
320.100	CLEARING AND GRUBBING	1.00	Lump Sum	\$ 71,545.00	\$ 71,545.00
330.075	TOE TRENCH EXCAVATION	1,700.00	Cubic Yards	\$ 22.50	\$ 38,250.00
330.100	GENERAL EXCAVATION	5,200.00	Cubic Yards	\$ 13.75	\$ 71,500.00
330.306	EXTRA FOR SELECTED STREAMBED MATERIAL	2,500.00	Cubic Yards	\$ 47.00	\$ 117,500.00
350.145	RIPRAP GEOTEXTILE, TYPE 2	1,600.00	Square Yards	\$ 2.25	\$ 3,600.00
350.180	SUBGRADE GEOTEXTILE	9,100.00	Square Yards	\$.75	\$ 6,825.00
390.161	LOOSE RIPRAP, CLASS 700	3,400.00	Ton	\$ 52.75	\$ 179,350.00
445.142	12 INCH CULVERT PIPE	500.00	Foot	\$ 67.25	\$ 28,625.00
470.410	CONCRETE DITCH INLETS, TYPE D, TYPE 1 GRATE	3.00	Each	\$ 2,387.00	\$ 7,161.00
470.432	FLOW CONTROL STRUCTURE	3.00	Each	\$ 4,951.00	\$ 14,853.00
501.100	BRIDGE REMOVAL WORK	1.00	Lump Sum	\$ 125,000.00	\$ 125,000.00
510.250	STRUCTURE EXCAVATION	1.00	Lump Sum	\$ 14,299.00	\$ 14,299.00
510.750	GRANULAR STRUCTURE BACKFILL	1.00	Lump Sum	\$ 28,425.00	\$ 28,425.00
512.100	FURNISH DRILLING EQUIPMENT	1.00	Lump Sum	\$43,606.10	\$43,606.10
512.200	DRILLED SHAFT EXCAVATION	576.00	Foot	\$324.32	\$186,808.32
512.300	DRILLED SHAFT CONCRETE	1.00	Lump Sum	\$64,842.28	\$64,842.28
512.400	DRILLED SHAFT REINFORCEMENT	1.00	Lump Sum	\$ 130,000.00	\$ 130,000.00
512.500	CSL TEST ACCESS TUBES	2,400.00	Foot	\$8.00	\$19,200.00
512.550	CSL TEST	24.00	Each	\$1.00	\$24.00
530.100	REINFORCEMENT	1.00	Lump Sum	\$ 125,000.00	\$ 125,000.00
540.168	STRUCTURAL CONCRETE, CLASS HPC 4000	1.00	Lump Sum	\$ 140,000.00	\$ 140,000.00
540.180	STRUCTURAL CONCRETE, CLASS 4000	1.00	Lump Sum	\$ 370,000.00	\$ 370,000.00
545.100	REINFORCED CONCRETE BRIDGE END PANEL	298.00	Square Yards	\$250.00	\$74,500.00
550.280	DECK BT 72 PRECAST PRESTRESSED GIRDERS	1,477.00	Foot	\$ 300.00	\$ 443,100.00

587.110	TYPE "F" CONCRETE RAIL WITH PEDESTRIAN RAIL	1.00	Lump Sum	\$ 40,000.00	\$ 40,000.00
596.520	RETAINING WALL, MSE	1.00	Lump Sum	\$ 163,999.00	\$ 163,999.00
620.212	COLD PLANE PAVEMENT REMOVAL, 0 - 2" DEEP	1,690.00	Square Yards	\$3.88	\$6,557.20
640.100	AGGREGATE BASE	5,500.00	Ton	\$27.50	\$151,250.00
740.120	COMMERCIAL ASPHALT CONCRETE PAVEMENT, 1/2" DENSE	1,100.00	Ton	\$74.50	\$81,950.00
745.451	LEVEL 3, 1/2 INCH DENSE ACP	3,300.00	Ton	\$71.25	\$235,125.00
749.095	EXTRA FOR ASPHALT APPROACHES	9.00	Each	\$1,100.00	\$9,900.00
749.225	EXTRA FOR ASPHALT GUARDRAIL FLARES	4.00	Each	\$350.00	\$1,400.00
759.430	TRUNCATED DOMES ON NEW SURFACE	80.00	Square Feet	\$ 150.00	\$ 12,000.00
810.100	GUARDRAIL, TYPE 2A	75.00	Foot	\$50.00	\$3,750.00
810.110	GUARDRAIL, TYPE 3	37.50	Foot	\$60.00	\$2,250.00
810.130	GUARDRAIL, TYPE 4	25.00	Foot	\$60.00	\$1,500.00
810.160	GUARDRAIL ANCHORS, TYPE 1 MODIFIED	1.00	Each	\$1,000.00	\$1,000.00
810.200	GUARDRAIL END PIECES, TYPE B	1.00	Each	\$250.00	\$250.00
810.250	GUARDRAIL TRANSITION	4.00	Each	\$4,000.00	\$16,000.00
810.370	GUARDRAIL TERMINAL Lump Sum, NON- FLARED, TEST LEVEL 3	3.00	Each	\$4,000.00	\$12,000.00
842.300	FIELD FACILITY MARKER, TYPE S1 GREEN	12.00	Each	\$65.00	\$780.00
861.110	LONGITUDINAL PAVEMENT MARKINGS - PAINT	750.00	Foot	\$3.00	\$2,250.00
862.120	THERMOPLASTIC, PROFILE, 90 MIL, EXTRUDED	8,500.00	Foot	\$1.25	\$10,625.00
910.100	WOOD SIGN POSTS	170.00	Foot Board	\$13.00	\$2,210.00
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	50.00	Square Feet	\$18.00	\$900.00
1012.100	WATER QUALITY BIOFILTRATION SWALE	1.00	Lump Sum	\$ 50,232.00	\$ 50,232.00
1030.275	WATER QUALITY SEEDING	1.80	Acre	\$10,500.00	\$18,900.00
1030.600	WEED CONTROL	1.80	Acre	\$2,000.00	\$3,600.00
1040.610	SHRUBS, NO. 1 CONTAINER	20.00	Each	\$135.00	\$2,700.00
1040.734	PLANT CUTTINGS LARGE	50.00	Each	\$10.00	\$500.00
1070.100	SINGLE MAILBOX SUPPORTS	3	Each	\$300.00	\$900.00
CONTRACT 2020-401 - TOTAL EXTENSION				\$ 4,064,862.90	

BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Gentlemen:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a

public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax

For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the ORPIN website. Addenda may be downloaded from the ORPIN web-site.
- The Bidder shall be responsible for diligently checking the ORPIN website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 30,000,000. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 25,000,000.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

The Bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project and has attached proof of prequalification to this Bid.

[The remainder of this page intentionally left blank.]

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1

Location (city/state)	Vader, WA
Owners Name	Washington State Dept. of Transportation
Type of Work	Bridge Replacement
% Completed	98%
Estimated Completion Date	11/30/2020

Contract #2

Location (city/state)	Forest Grove, OR
Owners Name	Washington County Dept. of Land Use and Transportation
Type of Work	Bridge Replacement
% Completed	95%
Estimated Completion Date	11/30/2020

Contract #3

Location (city/state)	Clatskanie, OR
Owners Name	Tillamook County Public Works
Type of Work	Bridge Replacement
% Completed	70%
Estimated Completion Date	12/31/2020

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	Tillamook County Public Works
Business or Employer	Ron Newton
Telephone	(503) 812-1441
Project Name/\$ Amount	Curt Road Emergency Replacement / \$1,200,000

#2 Project Owner Reference

Reference Name	Mike Remily
Business or Employer	ODOT
Telephone	
Project Name/\$ Amount	Birch Creek Bridge Replacement / \$3,024,850

#1 Subcontractor Reference

Reference Name	Sam Slechten
Business or Employer	Pacific Foundation
Telephone	(360) 216-8164
Project Name/\$ Amount	Lacamas Creek Bridge Replacement / \$4,007,304.14

#2 Subcontractor Reference

Reference Name	Sered Dillner
Business or Employer	Willamette Valley Steel
Telephone	(503) 314-3380
Project Name/\$ Amount	NW Smith Church Rd Bridge Replacement / \$3,500,854

The name of the Bidder who is submitting this Bid Certification is:

Company: Farline Bridge, Inc.
(Print or Type)

Address: 1445 Miller Drive
(Print or Type)

City, State Zip Stoughton, OR 97383
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

David Wolkzok _____

Dated this 28 day of October, 2020

Construction Contractor's
Board Registration Number

194787

Farline Bridge, Inc.
Firm Name

[Signature]
Signature of Bidder

David Wolkzok
Name Print or Type

President
Title Print or Type

Telephone No. (503) 769-3041

Tax ID # 45-2753406

Business Organization: (Check one)

- ☒ Corporation ☐ Limited Liability Company ☐ Joint Venture
☐ Partnership ☐ Sole Proprietorship ☐ Other _____

BID BOND

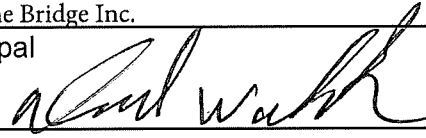
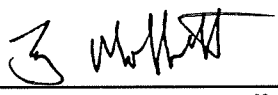
KNOW ALL PERSONS BY THESE PRESENTS, that Farline Bridge, Inc.
_____, hereinafter called the Principal, and Liberty Mutual Insurance Company a Corporation organized and existing under and by virtue of the laws of the state Massachusetts duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the penal sum of --Ten Percent of Total Amount Bid-- Dollars (\$ --10%--), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Silverton Rd: Little Pudding Bridge Replacement, Bridge No. 0096A said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the penal sum as liquidated damages.

Signed and sealed this 21st day of October, 2020.

A certified copy of the Agent's
Power-of-Attorney must be
Attached hereto.

Farline Bridge Inc.
Principal
By: 
Liberty Mutual Insurance Company
Surety
By: 
Attorney-in-Fact Ty Moffett



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200178-905038**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ty Moffett, A. G. Sadowski, Derek A. Sadowski, Tracy Stewart

all of the city of Salem state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of October, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Farline Bridge, Inc. as PRINCIPAL (hereinafter called CONTRACTOR) and Liberty Mutual Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Massachusetts, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY, as OBLIGEE (hereinafter called MARION COUNTY), the amount of Four Million, Sixty Four Thousand, Eight Hundred Sixty Two Dollars and Ninety Cents (\$4,064,862.90) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated _____, _____, 2020, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Silverton Rd: Little Pudding Br Replacement, Bridge No. 00962A.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Construction of 45th Ave: Ward Dr. – Silverton Rd. (Salem) are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of November, 2020.

Liberty Mutual Insurance Company
SURETY

By: Ty Moffett

Title: Attorney-in-Fact

1605 Liberty Street SE
Street Address

Salem, OR 97302
City, State ZIP

(503) 362-2711
Phone Number

Farline Bridge, Inc.
CONTRACTOR

By: [Signature]

Title: President

PO Box 149 / 1445 Miller Drive
Street Address

Stayton, OR 97383
City, State ZIP

(503) 769-3014
Phone Number

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Farline Bridge, Inc., as PRINCIPAL and Liberty Mutual Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Massachusetts, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of Four Million, Sixty Four Thousand, Eight Hundred Sixty Two Dollars and Ninety Cents (\$4,064,862.90) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated _____, 2020, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Silverton Rd: Little Pudding Br Replacement, Bridge No. 00962A.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the

contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of November, 2020.

Liberty Mutual Insurance Company
SURETY

By: Ty Moffett

Title: Attorney-in-Fact

1605 Liberty Street SE
Street Address

Salem, OR 97302
City, State ZIP

(503) 362-2711
Phone Number

Farline Bridge, Inc.
CONTRACTOR

By: Paul Walker

Title: President

PO Box 149 / 1445 Miller Drive
Street Address

Stayton, OR 97383
City, State ZIP

(503) 769-3014
Phone Number



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200178-905038

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ty Moffett, A. G. Sadowski, Derek A. Sadowski, Tracy Stewart

all of the city of Salem state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of November, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

 X Yes No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Farline Bridge, Inc.

Name/Title David Wolkowicz / President

Address 1445 Miller Dr, Stanton, OR 97383

Signature 

Date 10-28-2020

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed \$100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it together with the Bid at the time and place designated for receipt of Bids.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it to Tim Beaver, Procurement Specialist, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802, **NOT LATER THAN** two (2) working hours after the time Bids are due.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) working hours after the time Bids are due.

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or \$15,000, whichever is greater, or
2. \$350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

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

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

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

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Silverton Rd. Little Ridding BR Replacement
 ECMS Contract # 2020-401
 Bid Opening Date 10-28-2020
 Name of Bidding Contractor Farline Bridge, Inc.

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

FIRST-TIER SUBCONTRACTORS

Firm Name <u>D and I excavating Inc.</u>	Dollar Amount \$ <u>893,540.00</u>
Category of Work <u>Excavation, road work and retaining walls.</u>	
Firm Name <u>Knife River</u>	Dollar Amount \$ <u>341,015.00</u>
Category of Work <u>Paving</u>	
Firm Name <u>Pacific Foundation</u>	Dollar Amount \$ <u>305,114.94</u>
Category of Work <u>Drilled Shafts</u>	
Firm Name	Dollar Amount
Category of Work	
Firm Name	Dollar Amount
Category of Work	
Firm Name	Dollar Amount
Category of Work	
Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS

1. DBE Policies, Obligations, Applicabilities, and Authorities

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

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

2. Eligibility Requirements for DBE Participation on Projects

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

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

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

(a) Crediting of DBE Participation in Bid Submission

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

- 1) requesting a copy of the DBE certification letter from the committed DBE firm and contacting COBID at 503-986-0075 to confirm the firm's current certification status; or
- 2) accessing the updated Certification Directory of DBEs by going to the COBID website at <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

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

(b) Crediting of DBE Participation Subsequent to Contract Award

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

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

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

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

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

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

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

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

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

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

(1) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

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

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

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

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

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

4. Documentation of Bidders' Proposed DBE Participation

(a) DBE Commitment Certification and Utilization Form

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

If the assigned DBE contract goal is greater than zero, the Bidder must complete and sign the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The form must be completed and signed by the Bidder's authorized representative. In Part I of the form, the Bidder shall fill in each committed DBE firm and its corresponding type of work, its capacity, and the subcontract amount, expenditure, fee, or commission. Should the Bidder fail to completely fill out, sign, and submit the form with the bid when the assigned DBE contract goal is greater than zero, the Bidder will be considered non-responsive. The Agency will calculate each DBE amount, total the amount to be applied to the assigned DBE contract goal and calculate the DBE commitment as a percentage of the total bid.

(b) DBEs Bidding as Prime Contractors

The requirements of section 4(a) will apply to DBE Bidders for a Contract. In determining whether a DBE Bidder for a Contract has met an assigned DBE contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers, or service providers will be counted.

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

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

It is the intent of ODOT that all Bidders meet the assigned DBE contract goal for DBE participation. It is recognized that in rare exceptions it may not be possible for all Bidders to meet the assigned DBE contract goal. To determine whether the contract should be awarded to a Bidder that has failed to meet the assigned DBE contract goal, ODOT must decide whether the efforts made to obtain DBE participation constituted good faith efforts. ODOT will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal.

In the event a Bidder is unable to meet the assigned DBE contract goal, the Bidder shall provide additional information regarding good faith efforts per the requirements Part II of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The Bidder must document the steps taken to obtain DBE participation, which demonstrate good faith efforts, such as those outlined below:

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

(8) Evidence that the Bidder advised and made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by ODOT or contractor;

(9) Evidence that the Bidder's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;

(10) Evidence that the Bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority, Women, and Emerging Small Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

(11) Evidence that the Bidder used the services of ODOT's Supportive Services contractor(s).

(d) Failure to Comply

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

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

5. Contract Award Selection Procedure

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

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

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

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

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

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

Administrative Reconsideration includes:

- (1) The Bidder will have the opportunity to provide written documentation or argument to the Review Committee, consisting of personnel knowledgeable with DBE Program requirements, concerning the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so, within four Calendar Days of the receipt of notification.
- (2) Upon request, the Bidder will have the opportunity to meet in person with the Review Committee, to discuss the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so.
- (3) The Review Committee will make a decision on reconsideration within four Calendar Days after reviewing evidence of Good Faith Efforts.
- (4) The Bidder will be notified in writing by the Review Committee regarding the decision of reconsideration within five Calendar Days of the decision. This notice will explain the basis for finding that the Bidder did or did not meet the assigned DBE contract goal or make adequate good faith efforts to do so.
- (5) The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

6. DBE Participation Through Joint Venture

Bidders who plan to bid as a joint venture with a DBE partner must be pre-qualified with the Oregon Transportation Commission under the provisions of ORS 279C.430 and Oregon Administrative Rule 734-010-0200 through 734-010-0380. The requirements of 49 CFR 26.55(b) also apply to Bidders bidding as joint ventures. In addition to the standard pre-qualification process, there is a specific DBE Joint Venture Application Form. This form must be completed in order for ODOT to determine DBE participation in the joint venture. Certification of DBE joint ventures shall be completed for and granted for each individual project. The DBE Joint Venture Application form will be provided by ODOT Procurement Office - Construction Contracts Unit, at the address specified on the "Description of Work" page in the Bid Booklet; phone (503) 986-6916. The application must be received by Construction Contracts Unit at least 10 days prior to the date of Bid Opening for each individual Contract, and approval given prior to Bid Opening.

7. DBE Contract Compliance After Award and Before Contract Execution

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

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

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

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

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

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

9. Information Relating to the DBE Requirements on this Project

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact in writing, the DBE Program Manager no later than one week prior to the project Bid Opening at ocrinforequest@odot.state.or.us.

Other requests may be directed to:

Oregon Department of Transportation
Office of Civil Rights MS 23
3930 Fairview Industrial Dr., S.E.
Salem, OR 97302
Phone: 503-986-4350
Fax: 503-986-6382
ocrinforequest@odot.state.or.us

Project Name Silverton Rd / Little Pudding BR Bid Opening Date 10-28-2020

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM

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

The Bidder acknowledges and certifies that this form accurately represents receipt of and consent from the listed DBE firm as to the use of the referenced itemized quote below for the performance of this project. Bidder certifies that it had direct contact with the named DBE firms regarding participation of this project. Bidder certifies, if awarded this project, that it shall award subcontracts to or enter into agreements with the named DBE's.

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

David Walczak
Bidder's Authorized Representative (PRINT)

[Signature] 10-28-2020
Bidder's Authorized Representative (SIGN) Date

Farline Bridge, Inc.
Name of Contractor (Company Name)

PART I

These columns to be completed by Bidder				These columns to be completed by Agency	
Name of DBE Firm	Type of Work *	Function ** (examples: Sub., Supp., DBE Man., Serv., Brok.)	Subcontract Amount (or expenditure amount or fee/commission amount)	Goal Participation % ***	DBE Amount ****
<u>L Alliance</u>	<u>Survey</u>	<u>Sub</u>	<u>\$ 63,800.00</u>		
<u>Andersons EC</u>	<u>Erosion Control</u>	<u>Sub</u>	<u>\$ 41,400.00</u>		
<u>Cartello Construction</u>	<u>Signs</u>	<u>Sub</u>	<u>\$ 31,760.00</u>		
<u>Dirt and Aggregate</u>	<u>Guardrail</u>	<u>Sub</u>	<u>\$ 43,750.00</u>		
<u>CPS Inc.</u>	<u>Flagging</u>	<u>Sub</u>	<u>\$ 35,808.00</u>		

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

Function	Goal Participation %	This section to be completed by Agency	
Subcontractor	100% (of subcontract amount)	ASSIGNED DBE CONTRACT GOAL %	
Supplier (Regular Dealer)	60% (of supply expenditure amount)	TOTAL DBE AMOUNT	\$
DBE Manufacturer	100% (of material expenditure amount)	TOTAL BID AMOUNT	\$
Service Provider	100% (of fee or commission)	DBE COMMITMENT (TOTAL DBE AMOUNT + TOTAL BID AMOUNT) (calculated to two decimal places (0.01))	%
Broker	100% (of brokerage fee only)		

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

PART II

If Bidder's participation commitment to eligible DBEs is less than the assigned DBE contract goal, Bidder shall submit documentation of "good faith efforts" as evidence of actions to secure DBE participation.

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

DBE INFORMATION

GENERAL INFORMATION

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

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

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

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

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

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

WEBSITES

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

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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 wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation 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.

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. AFFIRMATIVE ACTION REQUIREMENTS

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

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

Goal and Timetable for Female Utilization Statewide

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:

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

Annual Report

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

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 nonsegregated facilities;
- Adequate representation and utilization of minorities and women (by craft and trade) in the Contractor's workforce;
- Good Faith Efforts in meeting on-the-job training and training special provisions contained in FHWA 1273;
- Fair treatment in all terms and conditions of employment; and,
- Adherence (where applicable) to Indian preference provisions.

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

Show Cause Notice

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS

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

Aspirational Diversity Targets

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

Covered Areas

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

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

**Oregon Department of Transportation
Policy Statement
Disadvantaged Business Enterprise (DBE) Program**

The Oregon Department of Transportation (ODOT) is committed to a Civil Rights Program that includes participation of Disadvantaged Business Enterprises (DBEs) in ODOT contracting opportunities. ODOT has established a DBE program in accordance with U.S. Department of Transportation (USDOT) regulations 49 CFR Part 26, as amended in 2014 and effective as of November 3, 2014.

It is ODOT's policy never to exclude any person from participation in, deny any person the benefits of, or otherwise discriminate on the basis of race, color, sex, national origin, or disability in the award and administration of USDOT-assisted contracts. It is ODOT's policy to ensure DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Director of ODOT establishes the DBE policy for the department. The Manager of the Office of Civil Rights (OCR) is delegated as the DBE Liaison Officer. In that capacity, the Manager of OCR, in coordination with all ODOT personnel, is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ODOT in its financial assistance agreements with the USDOT. It is the expectation of the Director that all ODOT personnel shall adhere to the intent as well as the provisions and procedures of the DBE Program.

ODOT circulates this policy to the following in accordance with the DBE program: (1) The Oregon Transportation Commission, (2) ODOT personnel involved with USDOT-assisted work, (3) Members of the DBE and non-DBE business communities that perform or are interested in performing work on ODOT contracts. The complete DBE Program and the overall goal calculation reports are available for review at:

ODOT Office of Civil Rights
3930 Fairview Industrial Drive, MS-23
Salem, OR 97302
<http://www.oregon.gov/ODOT/Business/OCR/Pages/Non-Discrimination.aspx>

For questions or further information, please contact:

Angela M. Crain, Manager
Office of Civil Rights
(T) 503-986-4353
(F) 503-986-6382
Angela.M.CRAIN@odot.state.or.us



Matthew Garrett, Director
Oregon Department of Transportation

Date

6-29-17

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

01.00 DBE Policy and Authorities:

(a) DBE Policy, Required Assurance, and Applicability - As required by 49 CFR Part 26, the Oregon Department of Transportation (ODOT) and the Contractor agree to abide by and take all necessary and reasonable steps to comply with the policy set out below:

(1) DBE Policy - It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assisted contracts. Consequently, the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR part 26 apply to this agreement.

(2) DBE Required Assurance - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) DBE Applicability - This applies to all public improvement projects financed in whole or in part with federal funds received from FHWA, FTA and FAA through the ODOT. The ODOT and its Contractors shall conform to all applicable civil rights laws, orders, and regulations. ODOT and its Contractors shall not discriminate on the basis of race, age, sex, color, religion, national origin, mental or physical disability, political affiliation, or marital status in the award and performance of ODOT contracts.

(b) Authorities - These DBE Supplemental Required Contract Provisions are authorized by the following laws, rules, regulations and guidelines, which, in conjunction with any pertinent policy memoranda or procedures issued by the FHWA, all of which are incorporated by reference into the provisions, govern the ODOT's administration of the DBE Program.

The USDOT Regulations (49 CFR Part 26) published in the Federal Register, effective March 4, 1999, established a requirement that all recipients of USDOT funds establish a DBE Program. The regulations are applicable both to ODOT's Federal-aid construction and to its non-construction activities.

The USDOT's legal authority for its DBE regulations includes Executive Order 11625 (October 13, 1971), which required that federal executive agencies develop comprehensive plans and programs to encourage minority business participation. USDOT requires ODOT to establish a DBE Program as a condition for receiving USDOT federal funds.

Title VI, Civil Rights Act of 1964. This Act concerns non-discrimination in federally assisted programs or activities on the grounds of race, color, sex or national origin.

The Program is also subject to the following laws: Section 30 of the Airport and Airway Development Act of 1970 and Section 520 of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety Capacity Expansion Act of 1987; Section 905 of the Railroad Act of 1978 (45 USC 903); and Section 19 of the Urban Mass Transportation Act of 1964, as amended (Public Law 95-599).

Oregon Revised Statutes, Chapters 200 and 279.

Oregon Administrative Rules, Chapter 123, Division 200, Certification Procedures.

The Contractor agrees that these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions (including all references) shall be incorporated into all subcontracts, regardless of tier, and into any agreements with Committed DBEs, regardless of form of agreement.

02.00 Abbreviations and Definitions - Abbreviations and definitions of words and phrases used in connection with the DBE Program are as follows:

(a) Abbreviations:

COBID - Certification Office of Business Inclusion and Diversity, which is authorized to certify DBE firms according to federal regulations

DBE - Disadvantaged Business Enterprise

FAA - Federal Aviation Administration

FHWA - Federal Highway Administration

FTA - Federal Transit Administration

ODOT - Oregon Department of Transportation

USDOT - United States Department of Transportation

(b) Definitions:

Assigned DBE Contract Goal - An assigned numerical percentage value of the total dollar amount of a Contract Award that is allocated solely for DBE participation.

Broker - A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the contract.

Certification Directory of DBEs - A publication (available in paper or Internet) listing all DBEs which are currently certified by the COBID. The Directory is provided to the

Contractor for use in identifying DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE contract goal.

Certified Disadvantaged Business Enterprise (DBE) - A business firm certified by the COBID, indicating that it:

- Meets the criteria outlined in 49 CFR part 26 regarding certification as a DBE; and
- Possesses the required resources and expertise to perform designated types of work.

Commercially Useful Function (CUF) - Commercially useful function and related DBE crediting rules are set out fully in 49 CFR 26.55. In part, 49 CFR 26.55(c) defines commercially useful function as follows:

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

Committed DBE - A Committed DBE firm is one that was identified by the Contractor to meet an assigned DBE contract goal as a condition of Contract Award, and includes any substitute DBE that has subsequently been committed work to meet the assigned DBE contract goal. A non-Committed DBE is one that was hired on a race- and gender-neutral basis and has not been identified as a substitute Committed DBE.

Commodity Codes - Codes assigned by the COBID to indicate the standard types of work the DBE provides.

Contractor's DBE Liaison Officer - The individual designated by the Contractor to assist the Contractor in meeting the Contractor's responsibility of compliance with the legal requirements of the DBE program and with the contractual obligations imposed by these supplementary provisions including but not limited to assuring that the DBE subcontractors on this project perform a commercially useful function.

DBE Eligibility - A firm is eligible to participate as a DBE if it meets the criteria as established by the federal DBE regulations in 49 CFR part 26 and enforced by the certifying agency, COBID. A firm will no longer be able to participate as a DBE on current or future contracts when it receives notification of decertification, denial of recertification, or notice of graduation by the certifying agency.

Equipment - All machinery, tools, and apparatus needed to complete the contract.

Federal-Aid Contract - For the purposes of these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions, any contract including consultant agreements or modifications of a contract between ODOT and a Contractor which is paid for in whole or in part with USDOT financial assistance from FHWA, FTA or FAA.

Good Faith Efforts - Efforts required to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the assigned DBE contract goal. Good faith efforts are required before Bid Opening, upon Contract Award, and continue throughout the performance of the contract to maximize DBE participation.

Joint Venture DBE - An ODOT certified enterprise consisting of two or more businesses formed to jointly carry out a single highway construction project, one or more of which is a certified DBE (see Section 8.00).

Managerial Control - Consistent with normal industry practice, management shall include scheduling work operations, ordering equipment and materials (if materials are part of the contract), preparing and submitting payrolls and all other required reports and forms, and hiring and firing employees, including supervisory employees.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Operational Control - Consistent with normal industry practice, the DBE shall supervise the daily operations of the work contracted. There are only two acceptable ways for the DBE to supervise the daily operations. The DBE owner may act as superintendent and directly supervise the work or a skilled and knowledgeable superintendent employed by and paid wages by the DBE shall directly supervise the work. If the latter is used, the DBE owner shall be actively involved in making the operational and managerial decisions of the firm.

Regular Dealer - A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the DBE firm shall engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis, and such equipment shall be operated by the DBE's own employees. Brokers and packagers shall not be regarded as regular dealers within the meaning of this definition.

Subcontract - A subcontracting arrangement is generally considered to exist when a person or firm assumes an obligation to perform a part of the contract work and the following conditions are present:

- Compensation for performance of work is on a unit price or lump sum basis.

- The subcontractor exercises full control and authority over the subcontracted work, including the furnishing of labor and equipment and choice of work methods, with only general supervision being exercised by the Contractor.
- Personnel involved in the operation are under the direct supervision of the subcontractor and are included on the subcontractor's payroll.
- The ODOT has provided written consent to the subcontract arrangement, regardless of tier.

All conditions involved should be considered and no one condition alone will normally determine whether a subcontract actually exists. (See 00180.21.)

Type of Work - Specific descriptions of work which the DBE is certified in the Certification Directory of DBEs as having the expertise and resources necessary to perform.

03.00 Assigned DBE Contract Goal - In order to increase DBE participation on ODOT contracts, for any project with an assigned DBE contract goal for DBE participation, the Contractor is required to select a portion of work available on the project for DBE participation. The Contractor may use DBE subcontractors, suppliers, manufacturers or professional service providers to fulfill the assigned DBE contract goal as long as the DBE is certified in the types of work selected. The assigned DBE contract goal on a project remains in effect throughout the life of the contract. Dollar values of participation shall be credited toward meeting the assigned DBE contract goal based on DBE gross earnings.

According to 49 CFR 26.87(j)(2), if a Contractor has executed a subcontract with a firm before the ODOT notifies the firm of its ineligibility, the Contractor may continue to use the firm on the contract and may continue to receive credit toward its assigned DBE contract goal for the firm's work. If the ODOT awards the contract to a DBE prime Contractor that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after ODOT issued the notice of ineligibility shall not count toward the ODOT overall goal, but may count toward the assigned DBE contract goal. Under 49 CFR 26.87(j)(3) there is an exception: if the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the ODOT may continue to count its participation on the contract toward overall and assigned DBE contract goals.

In determining whether a DBE Contractor has met an assigned DBE contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers will be counted.

According to 49 CFR 26.71(n), DBE firms are certified only for specific types of work. If a DBE firm has not been certified prior to Bid Opening, for the type of work it is intending to perform on a given contract, then the firm's participation on that contract cannot count toward assigned DBE contract or overall goals.

The assigned DBE contract goal for the project is listed on the "Assigned DBE Contract Goal" sheet at the end of these provisions.

04.00 Subcontracting Limitations:

(a) DBE Subcontractors - All DBE subcontractors committed to perform a function or service as a condition of contract award, or for replacing the performance of a Committed DBE, shall perform a commercially useful function according to Section 09.00. If it is determined by ODOT that the DBE subcontractor is unable to perform a commercially useful function, ODOT will notify the Contractor prior to subcontract approval. The Contractor shall either provide evidence that the DBE subcontractor is able to perform a commercially useful function, or replace the DBE subcontractor with another DBE who has been certified to perform the bid item subcontracted according to Section 10.00(c). If the Contractor cannot provide sufficient evidence the DBE subcontractor has the ability to perform a CUF, and/or refuses to replace the DBE, the Contractor may be declared in default and the contract could be terminated according to the Oregon Standard Specifications for Construction subsection 00180.90(a).

(b) Second Tier DBE Subcontracts - Second tier DBE subcontracts may be counted toward the Contractor's assigned DBE contract goal provided the subcontract was listed in the original DBE commitment prior to bid award.

05.00 DBE Subcontract, Sub-Subcontract(s), and Other Agreement Documents:

(a) Committed DBEs - All work committed to a DBE toward meeting an assigned DBE contract goal, including work to be performed by a substitute Committed DBE, shall be performed under a written agreement according to 00160.01 and 00180.21. The agreement shall fully describe any partial pay item work committed to be performed by DBE firms.

(b) Non-Committed DBEs - Work to be performed by a non-Committed DBE shall be in accordance with 00160.01, 00180.20, and 00180.21.

06.00 Good Faith Efforts Requirements - The Contractor is required to exercise good faith efforts during the entire life of the contract to meet the assigned DBE contract goal and to maximize DBE participation and performance on the contract. Good faith efforts shall be made to secure DBE participation sufficient to meet the assigned DBE contract goal. The Contractor shall also make every reasonable effort during the course of the project to enable DBE firms to perform those portions of the contract work for which they have been committed.

The Contractor shall make good faith efforts to replace with another DBE, a DBE who is unable or unwilling to perform, unable to perform a commercially useful function, or has changed its ownership and/or control. Section 10.00 discusses the procedures that shall be followed to terminate a Committed DBE and replace the firm with a substitute.

The Engineer may request the Contractor to submit evidence of Good Faith Efforts at any time during the course of the contract and the Contractor shall promptly submit such evidence.

07.00 DBE Work Plan Proposal Form - The Contractor shall require each DBE participating on the project as a subcontractor and each Committed DBE, regardless of work type or form of agreement, to complete the "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" (Form 734-2165A). The form shall be filled-in electronically, then printed, and signed by an authorized representative of the DBE and of the Contractor. The Contractor shall submit the completed form to the Engineer. Form 734-2165A is available on the ODOT Office of Civil Rights website at:

<http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/forms.aspx>

For Committed DBEs, the Contractor shall submit the completed DBE Work Plan Proposals to the Engineer at or before the pre-construction conference. For non-Committed DBE subcontractors, the Contractor shall submit the completed forms to the Engineer in time for review of the Contractor's request for consent to use the DBE subcontractor on the project.

The purpose of the DBE Work Plan Proposal is to preview whether the proposed activities and type of work identified will comply with DBE program regulations, particularly with respect to commercially useful function and crediting rules. The Contractor shall ensure the form is completed with sufficient information about the DBE's intended work, personnel, equipment, materials, and performance to allow the Agency to determine whether the DBE's proposed performance will meet commercially useful function requirements. Additional information and documentation may be requested by the Agency as needed to alleviate program compliance concerns and must be provided promptly according to 49 CFR 26.109.

The DBE Work Plan Proposal specifically solicits information regarding the following:

(a) Type of Work - List the types of work the DBE will perform.

(b) Personnel Required - List the names and/or craft classifications for personnel who will perform. Indicate whether the individual is regularly employed by the DBE, or the source from which the individual was or is to be recruited.

(c) Equipment Required - List the items of equipment that will be used on the project. Indicate whether the equipment is owned, rented or leased. If rented or leased, consent to the rental or lease shall be obtained from the Agency prior to beginning of the work.

(d) Supplies and Materials Required - List the supplies and materials that will be used on the project. Indicate the source, by name, address, and phone number, from which supplies and materials will be obtained. For a DBE supplier committed to meet an assigned DBE contract goal, attach documentation showing how the DBE meets manufacturer, regular dealer, or broker requirements, as applicable to the credit being claimed and provide any additional explanation needed regarding ordering, scheduling, and delivery according to subsection (f) below.

(e) Prime Contractor Resources - Discuss any plans for the DBE to share any resources of the Contractor, e.g. personnel, equipment, tools, or facilities.

(f) Additional Information - Provide comments or explanation of any of the information provided above. Include information related to joint check arrangements or any plans

the DBE has to subcontract work to a lower tier or perform work through a specialty contractor.

The Engineer and Office of Civil Rights (OCR) Field Coordinator will review the proposals and may provide written comments as to whether the activities and type of work identified in the proposals complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations.

08.00 Contractor Pre-construction Conference Reporting - The Contractor shall deliver the following information to the Engineer at or before the Pre-construction Conference:

- The name of the DBE liaison officer who will administer the Contractor's DBE program. Said officer or the officer's designee shall attend the conference.
- Contractor's project schedule showing the work commencement date and estimated completion date for each DBE that will perform work on the project.
- "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" for all Committed DBEs that are performing work on the project regardless of contracting tier.

09.00 Commercially Useful Function - The Contractor is responsible for ensuring that DBE firms working on the project perform a commercially useful function (CUF). The Contractor shall receive credit toward meeting the assigned DBE contract goal and payment for DBE commercially useful function performed work only.

An on-site review will be used to ascertain whether the DBE is actively performing, managing, and supervising the work. It shall employ a labor force which is separate and apart from that employed by the Contractor, and which is independently recruited by the DBE according to standard industry practice. The DBE shall supervise and manage the work or independently hire a supervisor, who may not be a supervisor employed by the Contractor or any other subcontractor on the project.

With regard to the Federal-aid share, if an investigation reveals that there has been a violation of the CUF provisions, that portion of the work found to be in violation would not be counted toward goal achievement for either the Contractor or the Agency.

When a DBE is presumed not to be performing a CUF as described in this section, the DBE may present evidence through the Contractor to the Agency to rebut that presumption.

(a) The DBE (Not Some Other Business Entity) Shall Actually Perform the Subcontract - The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract shall be consistent with industry standards and shall demonstrate that the DBE and not some other business entity is actually performing the subcontract. For example, if a DBE associates itself too closely with another business entity or entities, in acquiring a labor force, supervisors, equipment or materials to an extent inconsistent with industry standards, the DBE can no longer be said to be actually performing the subcontract because a partnership or joint venture, of which the DBE is a member, is the actual performer of the subcontract.

(b) DBE's Work Force - The DBE shall solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The DBE owner or its superintendent shall, on a full-time basis, supervise and control the work of the contract. The DBE may with the prior written consent of the Engineer augment its work force with personnel of another firm. The Engineer shall approve the request only when:

- Specialized skills are required, and
- The use of such personnel is for a limited time period.

(c) DBE Equipment - The DBE is expected to perform the work with equipment that is owned, being purchased, or leased by the DBE under a written lease agreement that has been consented to by the Engineer prior to the DBE starting work. No credit will be given, nor payment made for the cost of equipment leased or rented and used in the DBE firm's work when payment for those costs is made by a deduction from the Contractor's payment(s) to the DBE firm.

The DBE may lease specialized equipment, provided a written rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is consented to by the Engineer prior to the DBE starting work. The Engineer will consent to the lease agreement only when:

- The equipment is of a specialized nature,
- The equipment is readily available at the job site,
- The operation of the equipment is under the full control of the DBE,
- The lease arrangement is for a short term,
- The lease arrangement for the specialized equipment in question is a normal industry practice, and
- The DBE shall hire, direct, supervise, control and carry the operator of the equipment on the DBE payroll.

(d) DBE Trucking Firms - Whenever a DBE trucking firm has been committed to meet an assigned DBE contract goal, the Contractor shall ensure that the Committed DBE individually identifies each truck intended for use on the Project on its "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" or an attached list.

The Contractor shall furnish a daily log of all trucking work performed under the Committed DBE's subcontract. The "Daily DBE Trucking Log" (Form 734-2916), (or an approved equal that contains all the information on the ODOT form, including the certification) shall be completed for each day work is performed under the DBE's subcontract. The Daily DBE Trucking Log shall identify all trucks under the management and supervision of the DBE subcontractor used on the Project.

The Contractor shall submit the Daily DBE Trucking Log to the Engineer on a weekly basis and no later than 14 Calendar Days after the first recorded date in the logs. For owner-operator trucks, the Contractor shall comply with 00170.65(b-4).

The following factors will be used to determine if a DBE Trucking firm is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE shall itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- According to 49 CFR 26.55(d)(5) the DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by the non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangements.
- For the purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

(e) DBE Flagging Firms - DBE flagging firms shall be responsible for ensuring all their dispatched employees meet the required certification and licensing requirements and for furnishing their employees with equipment (in this case, paddles and radios) to perform the committed work. This does not preclude the DBE's employees from supplementing with their own equipment.

10.00 Termination and Substitution of DBEs - The Contractor shall notify the Engineer in writing of the termination or substitution of any DBE participating on the project. For Committed DBEs, the Contractor shall obtain written consent from the Engineer before terminating and, if required to meet the assigned DBE contract goal, replacing a Committed DBE with a substitute. Written consent for terminating the performance of any Committed DBE will be granted only where the Contractor can demonstrate good cause that the DBE is unable, unwilling or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or replacement of a Committed DBE will not be consented to based solely on a Contractor's ability to negotiate a more advantageous contract with another subcontractor.

(a) Contractor Notice of Termination of a Non-Committed DBE - The Contractor shall notify the Agency in writing of plans to terminate a non-Committed DBE. Include the name of the non-Committed DBE to be terminated, a brief explanation of the reason for termination, and the adjusted DBE subcontract or agreement amount.

(b) Contractor Written Request to Terminate a Committed DBE - All Contractor requests to terminate, substitute or replace a Committed DBE, including a partial termination or substitution of work committed to a DBE, shall be in writing and shall include the following information:

- Date the Contractor determined the DBE to be unwilling, unable or ineligible to perform.
- Projected date Contractor will require substitution or replacement DBE to commence work if consent is granted to the request.
- Brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable or ineligible to perform.
- Brief statement of the affected DBE's capacity and ability to perform the work as determined by Contractor.
- Brief statement of facts regarding actions taken by Contractor that are believed to constitute good faith efforts toward enabling the DBE to perform.
- To date percentage of work completed on each bid item by the DBE.
- The total dollar amount paid, per bid item, to date for work performed by the DBE.
- The total dollar amount, per bid item, remaining to be paid to the Committed DBE for work completed, but for which the DBE has not received payment and with which the Contractor has no dispute.
- The total dollar amount, per bid item, remaining to be paid to the DBE for work completed, but for which the DBE has not received payment and over which the Contractor and/or the DBE have dispute.
- A written, signed statement from the DBE, provided the DBE concurs with request to terminate, indicating its unwillingness or inability to perform.

(c) Contractor Written Notice to Committed DBE of Pending Request to Terminate and Substitute with Another DBE - The Contractor shall send a copy of the request to terminate and substitute letter to the affected Committed DBE in conjunction to submitting the request to the Engineer. The affected DBE firm may submit a response letter to the Engineer within five Calendar Days of receiving the notice from the Contractor. The affected DBE firm may explain its position concerning performance on the committed work. The Engineer will consider both the Contractor's request and DBE's response and explanation before approving the Contractor's termination and substitution request. If the Contractor is unsuccessful in notifying the affected DBE firm, after trying its best to deliver a copy of its request letter, the Agency may determine that the affected Committed DBE is unable or unwilling to continue the contract and a substitution will be immediately approved by the Engineer.

(d) Proposed Substitution of Another Certified DBE - When a Committed DBE substitution shall occur, the Contractor may submit another eligible DBE firm to replace the original committed firm in writing. The Contractor shall submit the name of the DBE firm, the proposed work to be performed, and the dollar amount of the work. The Contractor shall give pertinent information including bid item, item description, bid quantity and unit, unit price, and total price. In addition, the Contractor shall submit a written DBE Work Plan for the requested substitute DBE according to Section 07.00. The dollar value of work to be performed by the substitute DBE shall be in an amount

equal to the dollar value of the amount committed to the terminated DBE, minus the value of work performed to date by the DBE, prior to the request for substitution. Should the Contractor be unable to commit the required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Agency will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal. The Contractor shall document the steps taken to obtain participation which demonstrate the good faith efforts outlined below:

- Evidence that the Contractor attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBE firms of contracting and subcontracting or material supply opportunities available on the project;
- Evidence that the Contractor identified and selected specific economically feasible units of the project to be performed by DBE firms in order to increase the likelihood of participation by DBE firms;
- Evidence that the Contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;
- Evidence that the Contractor provided written notice to a reasonable number of specific DBE firms, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
- Evidence that the Contractor followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. The Contractor should provide the following information as evidence:
 - The names, addresses, and telephone numbers of DBE firms who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBE firms to determine with certainty whether the DBE firms were interested;
 - A description of the information provided to the DBE firms regarding the plans and specifications and estimated quantities for portions of the work to be performed;
 - Documentation of each DBE contacted, but rejected and the reasons for the rejection.
- Evidence that the Contractor provided interested DBE firms with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- Evidence that the Contractor negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- Evidence that the Contractor advised and made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by ODOT or Contractor;
- Evidence that the Contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;
- Evidence that the Contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and

Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

- Evidence that the Contractor used the services of ODOT's Supportive Services Contractor(s).

11.00 Changes in Work Committed to DBEs - The Agency will consider the impact on DBE participation in instances where the Agency changes, reduces, or deletes work committed to a DBE at the time of contract award. In such instances, the Contractor shall not be required to replace the work but is encouraged to do so. If the prime Contractor proposes any changes that involve a Committed DBE, the Contractor shall notify the affected DBE of the proposed change, reduction, or deletion of any work committed at the time of contract award prior to executing the change order. The Contractor shall enable the affected DBE to participate in the change order request and will make every effort to maintain the Committed DBE percentage that was the condition of contract award. Documentation of this effort and a letter from the DBE agreeing to the change shall be included with the request.

12.00 Contractor Payments to Subcontractors and Suppliers:

(a) DBE-Related Records - The Contractor shall maintain records of all subcontracts or other agreements entered into with DBE firms and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor or vendor.

(b) Prompt Payment and Release of Retainage - The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than ten Calendar Days from receipt of each payment the Contractor receives from the ODOT. The Contractor shall also return retainage payments to each subcontractor within ten Calendar Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer. This policy applies to both DBE and non-DBE contractors.

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

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

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

each non-Committed DBE supplier or service provider with estimated total payments for the Project over \$10,000.

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

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

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

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

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

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

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

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

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

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

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact, in writing, the DBE Program Manager not later than one week prior to the project Bid Opening at *ocrinforequest@odot.state.or.us*.

Other requests may be directed to:

Oregon Department of Transportation
Office of Civil Rights MS 23
3930 Fairview Industrial Dr., S.E.
Salem, OR 97302
Phone: 503-986-4350
Fax: 503-986-6382
ocrinforequest@odot.state.or.us

Silverton Rd: Little Pudding Br Replacement, Bridge No. 00962A, Marion County
Bridges And Structures, Earthwork, Asphalt Concrete Paving, And Electrical
SP00030_DBE (2018 Specifications: 03-01-20)

ASSIGNED DBE CONTRACT GOAL

The minimum Assigned DBE Contract Goal for this Project is 5%.

(Overall DBE program goal for ODOT is set at 15.37%for FHWA funded Contracts for federal fiscal years 2020, 2021 and 2022.)

A Certification Directory of DBEs is available from the Certification Office of Business Inclusion and Diversity (COBID) website at:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

or by telephone at 503-986-0075.

REIMBURSABLE FEDERAL ON-THE-JOB and APPRENTICESHIP TRAINING

This Section for Reimbursable Federal On-the-Job Training and Apprenticeship Training supersedes subparagraph B(7-e) of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal Aid Contracts," and is in implementation of 23 U.S.C. 140(a). All other provisions apply.

SECTION 1: ABBREVIATIONS AND DEFINITIONS

(a) Abbreviations

BOLI - Bureau of Labor and Industries for the State of Oregon

EEO - Equal Employment Opportunity

OCR - Office of Civil Rights

OJT - On-the-Job Training

(b) Definitions

Affirmative Action - Contractor's efforts exerted towards achieving equal opportunity through positive, aggressive, and continuous result-oriented measures to correct past and present discriminatory practices and their effects on the conditions and privileges of employment. These measures include, but are not limited to, recruiting, hiring, promotion, upgrading, demotion, transfer, termination, compensation, and training.

Apprenticeship Training Program - A specific Apprenticeship Training Program, approved by BOLI, which provides a combination of field and classroom trade specific experience under the supervision of journey level workers. For this Contract, this is a Race and Gender Neutral program.

OJT Program - A specific on-the-job training program, approved by the Agency and FHWA, which provides a combination of field, and limited classroom, trade specific experience under the supervision of journey level workers. This is an Affirmative Action program that targets women and minorities.

Qualified Hours - Specific On-Site training hours (may include some classroom hours) completed by a properly registered and enrolled trainee consistent with the Contractor's OJT Program or an apprentice consistent with the Apprenticeship Training Program. The Contractor reports these Qualified Hours to the Agency for the OJT and Apprenticeship Training Goal.

Race and Gender Neutral - Employment and contracting practices where the ethnicity and the sex of a person are not considered in the evaluation of candidates for employment or bids for the Contract.

Training Goal - A fixed quantity of Qualified Hours set by the Agency and included in the bid schedule.

SECTION 2: POLICY STATEMENT

In order to increase the number of trained and skilled workers in highway construction the Agency will set a Training Goal for the Project.

It is the policy of the Agency that the Contractor shall take all necessary and reasonable steps to ensure that trainees and apprentices have the opportunity to participate on highway construction projects and to develop as journey-level workers in the given trade or job classification employed, and to meet this Training Goal.

The Contractor shall adopt the following policy:

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

The Training Goal is not intended, and shall not be used to discriminate against any applicant, whether members of a minority group or not.

SECTION 3: APPRENTICESHIP TRAINING PROGRAM

(a) General

Apprentices shall be paid the appropriate rates approved in connection with their stage in the Apprenticeship Training Program.

A valid certification by an appropriate apprenticeship committee that the Contractor is an approved training agent shall be prima facie proof of compliance.

(b) EEO Requirements

The Contractor shall ensure that, without discrimination, minorities and women have an equal employment opportunity to compete for and participate as apprentices while supporting a diverse workforce that is representative of the population.

Apprenticeship training is Race and Gender Neutral, however, the Contractor is still obligated to comply with all applicable EEO requirements.

(c) Reports

The Contractor and each Subcontractor with an Apprenticeship Training Program shall complete and submit the following reports to the Engineer, according to the instructions provided in the respective forms:

- The "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before an apprentice begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors who have contracts that require certified payrolls, regardless of their participation in the apprenticeship.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each apprentice. This Form is used to report Qualified Hours for apprentices and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OCR website at:

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

SECTION 4: OJT PROGRAM

(a) EEO Requirements

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

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

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

(b) Training Requirements

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

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

- OJT Programs shall always maintain the approved types and numbers of equipment On-Site.
- No employee shall be registered as a trainee in any job classification the employee has completed leading to journey level status, or for any job classification in which the employee has been employed as a journey level worker. The Contractor shall keep records, and provide to the Agency, if requested, documents on each trainee.
- Trainees shall be pre-approved by the Agency.

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

(c) Reports

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

- The training program forecast using the "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before the trainee begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted. Attach a copy of the "Training Program Approval Request (TPAR)" (Form 734-2880) to the "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878). The Contractor and trainee must sign and return a copy of the training program that will be utilized. The Contractor shall provide certification to the trainee upon completion of the OJT Program and also submit a copy to OCR. Upon completion of the Contract, a certification shall be given to each trainee and to the Agency to document the number of hours and training completed by the individual.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors (for contracts that require certified payrolls), regardless of their participation in the Apprenticeship or On-the-Job Training programs.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each trainee. This form is used to report Qualified Hours for trainees and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OCR website at:

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

SECTION 5: MONITORING AND COMPLIANCE

The Contractor has the primary responsibility to monitor compliance levels throughout the Contract and to ensure the Training Goal is met. If the Contractor decides any of the training hours are to be provided by a Subcontractor, the Contractor shall ensure that the Subcontract contains the appropriate training clauses that obligate the Subcontractor. This shall not relieve the Contractor of the Contractor's primary responsibility.

At the request of the Agency, the Contractor will meet with the Agency to review records related to training. The Agency, through meetings and progress records provided by the Contractor, will provide the Contractor with informational compliance and reimbursement data including:

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

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

SECTION 6: MEASUREMENT AND PAYMENT

(a) General

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

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

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

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

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

Examples of achieving the Training Goal:

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

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

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

(b) Disincentive

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

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

Examples of *not* achieving the Training Goal:

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

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves zero Qualified Hours (failed to meet the goal): A disincentive applies; therefore $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$ of \$20,000 will show on the next Contract payment voucher.

If, as a result of a line item deduction, a net amount is due the Agency, the Contractor shall pay the Agency within 45 Calendar Days of notice of such deficiency.

SAMPLE CONSTRUCTION CONTRACT PW-[no.-year]

This Contract, made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, [Contractor] hereinafter called the "Contractor" for the Project entitled: [project title here].

WITNESSETH

Contractor, in consideration of the sum of [contract amount] (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
2. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
4. Contractor shall indemnify, defend, save and hold harmless Marion County and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the Contractor and subcontractor from and against any and all Claims.

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County or the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or the Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that

effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

6. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:
 - a. Compliance with Regulations.

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

b. Nondiscrimination.

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

c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

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

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and

its facilities as may be determined by Marion County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

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

1. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

11. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

12. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the Parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

13. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

[CONTRACTOR] SIGNATURE

Authorized Signature: _____
Date

Title: _____

Project Wage Rates

[Blank Page]

PREFACE

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

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

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

[Blank Page]

Superseded General Decision Number: OR20190001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	03/06/2020
3	03/13/2020
4	07/03/2020
5	08/14/2020
6	09/04/2020

BROR0001-006 06/01/2018

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	19.83

BROR0001-007 06/01/2018

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR

(SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	19.83

CARP9001-001 06/01/2019		

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 40.88	16.87
DIVER STANDBY.....	\$ 51.94	16.87
DIVERS TENDERS.....	\$ 45.71	16.87
DIVERS.....	\$ 89.71	16.87
MANIFOLD AND/OR DECOMPRESSION CHAMBER		
OPERATORS.....	\$ 45.71	16.87
MILLWRIGHTS.....	\$ 40.90	16.87
PILEDRIVERS.....	\$ 41.44	16.87

DEPTH PAY:

50 to 100 feet	\$2.00 per foot over 50 feet
101 to 150 feet	3.00 per foot over 50 feet
151 to 200 feet	4.00 per foot over 50 feet
over 220 feet	5.00 per foot over 50 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 -	\$1.25
Zone 3 -	1.70
Zone 4 -	2.00
Zone 5 -	3.00
Zone 6 -	5.00
Zone 7 -	10.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

ZONE 7 - More than 100 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE

LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

 * ELEC0048-006 01/01/2020

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK,
 WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 47.85	24.41

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the
 free zone computed from the city center of the following
 listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and
 Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour
 Zone 2: 51-70 miles \$3.50/hour
 Zone 3: 71-90 miles \$5.50/hour
 Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme
 Street Atlas USA 2006 plus.

 ELEC0112-001 06/01/2019

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND
 WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.35	21.13
ELECTRICIAN.....	\$ 46.05	21.06

 ELEC0280-003 01/01/2020

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE

RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 49.51	19.79
ELECTRICIAN.....	\$ 45.01	19.79

ELEC0291-006 06/06/2020

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 35.32	6%+13.76
ELECTRICIAN.....	\$ 32.11	6%+13.76

* ELEC0659-004 02/01/2019

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.09	20.22
ELECTRICIAN.....	\$ 35.19	16.80

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

ELEC0932-004 01/01/2020

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 40.53	20.27

ENGI0701-005 01/01/2020

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

GROUP 1.....	\$ 45.90	15.35
GROUP 1A.....	\$ 48.06	15.35
GROUP 1B.....	\$ 50.22	15.35
GROUP 2.....	\$ 43.99	15.35
GROUP 3.....	\$ 42.84	15.35
GROUP 4.....	\$ 41.01	15.35
GROUP 5.....	\$ 39.77	15.35
GROUP 6.....	\$ 36.55	15.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more;
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments);

Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less;

Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0029-004 07/01/2020

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

LAB00737-001 06/01/2019

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 31.56	14.60

LAB00737-008 06/01/2018

ZONE 1:

LABORERS (SEE FOOTNOTE C)

Rates	Fringes
-------	---------

Laborers:

GROUP 1.....	\$ 29.70	13.82
GROUP 2.....	\$ 30.81	13.82
GROUP 3.....	\$ 25.77	13.82

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 2.00
Zone 4 - 3.00
Zone 5 - 5.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc); Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder, Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill Operator; Grade Checker; Guniting Nozzleman; Hazardous Waste Laborer; High Scalpers; Laser Beam (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw

Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

PAIN0055-002 07/01/2019

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.45	12.56

* PAIN0055-033 07/01/2020

	Rates	Fringes
PAINTER		
Area 1: CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HOOD RIVER, MARION, MULTNOMAH, MORROW, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO, WASHINGTON, and YAMHILL Counties		
Painters.....	\$ 27.14	13.34
Area 2: BAKER, BENTON, CROOK, DESCHUTES, GRANT, HARNEY, JEFFERSON, LAKE, LANE, LINN, LINCOLN, MALHEUR, and WHEELER Counties		
Painters.....	\$ 24.14	13.34
Area 3: COOS, CURRY,		

DOUGLAS, JACKSON,
JOSEPHINE, and KLAMATH
Counties

Painters.....\$ 22.14 13.34

All high work over 60 ft. = base rate + \$0.75

PLAS0555-001 07/01/2020

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDED/HANGING SCAFFOLD..\$ 37.32		19.42
CEMENT MASONS ON		
SUSPENDED, SWINGING AND/OR		
HANGING SCAFFOLD.....\$ 36.58		19.42
CEMENT MASONS.....\$ 35.52		19.42
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS...\$ 36.58		19.42

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

TEAM0037-004 06/01/2019

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....\$ 29.08		15.27
GROUP 2.....\$ 29.20		15.27
GROUP 3.....\$ 29.34		15.27
GROUP 4.....\$ 29.62		15.27
GROUP 5.....\$ 29.85		15.27
GROUP 6.....\$ 30.03		15.27
GROUP 7.....\$ 30.24		15.27

Zone Differential (add to Zone 1 rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and

including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		
LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER,		
POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



Val Hoyle
Commissioner
Bureau of Labor & Industries

Effective: July 1, 2020



VAL HOYLE
Labor Commissioner

July 1, 2020

In January and July of each year, the Bureau of Labor & Industries publishes the prevailing wage rates (PWR) required to be paid to workers on non-residential public works projects in the state of Oregon. Updates are generally published in April and October.

A separate publication, entitled “[Definitions of Covered Occupations for Public Works Contracts in Oregon](#),” provides occupational definitions used to classify the duties performed on public works projects.

These publications are available electronically on the Bureau of Labor & Industries’ website at www.oregon.gov/boli. Contracting agencies, contractors, and other interested parties on the agency’s mailing list receive an email notification whenever the publications are amended. One complimentary hard copy of each PWR publication is available upon request by emailing us at pwremail@boli.state.or.us or by calling 971-673-0838. Additional copies are available at cost, plus postage.

Also available on the Bureau’s website is a link to the federal Davis-Bacon rates. This link is posted in order to assist contractors and public agencies in determining which rates to pay on projects in Oregon subject to BOTH the state PWR and federal Davis-Bacon Act. The higher of the wage rates must be paid on such projects.

Unless specifically exempted by state law, prevailing wage rates are the minimum wages that must be paid to all workers employed on all public works. These rates are determined using data collected from a statewide construction industry wage survey of occupations and crafts performing commercial building and heavy and highway construction in 14 geographic regions of the state.

ORS 279C.830 requires that the applicable wage rates be incorporated into all bid specifications for public works contracts subject to the PWR law. A statement incorporating the applicable prevailing wage rate publication and any amendments thereto or Davis-Bacon wage rate determination into the specifications *by reference* will satisfy these requirements. Such reference must include the title of the applicable wage rates publication or determination and the date of the publication or determination as well as the date of any applicable amendments. A provision that prevailing wage rates must be paid must also appear in the contract.

Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. There are some exceptions to this rule. For example, if during the bidding process, the prevailing wage rates change, the public agency has the option of amending the bid specifications to reflect such changes. If a Construction Manager/General Contractor (CM/GC) is used on the project, the rates in effect at the time the CM/GC contract becomes a public works contract are the applicable rates to be used for the duration of the project. (See OAR 839-025-0020 for more information.) Note that the applicable rates for purposes of compliance with the federal Davis-Bacon Act may be different from the applicable rates for purposes of compliance with Oregon’s prevailing wage rate laws. The effective federal rates will be those as determined under 29 CFR 1.6.

If you have any questions regarding application of the state PWR law or the applicable rates to be paid on any project, contact the Bureau of Labor and Industries’s Prevailing Wage Coordinator in Portland at (971) 673-0839.

Val Hoyle
Commissioner
Bureau of Labor and Industries



TABLE OF CONTENTS

JULY 1, 2020

How to Look up a Rate/Oregon Labor & Industries Offices.....	1
Public Works Bonds.....	2
PWR Survey Wage Rate Appeal Process.....	3
PWR Required Postings.....	4
Map of Prevailing Wage Rate Regions.....	5
Occupations by Regions	
Region 1 - Clatsop, Columbia and Tillamook Counties.....	6
Region 2 - Clackamas, Multnomah and Washington Counties.....	8
Region 3 - Polk, Marion and Yamhill Counties.....	10
Region 4 - Benton, Lincoln and Linn Counties.....	12
Region 5 - Lane County.....	14
Region 6 - Douglas County.....	16
Region 7 - Coos and Curry Counties.....	18
Region 8 - Jackson and Josephine Counties.....	20
Region 9 - Hood River, Sherman and Wasco Counties.....	22
Region 10 - Crook, Deschutes and Jefferson Counties.....	24
Region 11 - Klamath and Lake Counties.....	26
Region 12 - Gilliam, Grant, Morrow, Umatilla and Wheeler Counties.....	28
Region 13 - Baker, Union and Wallowa Counties.....	30
Region 14 - Harney and Malheur Counties.....	32
Appendix.....	35
List of Ineligible Contractors.....	53
Forms.....	59

Forms necessary to comply with ORS 279C.800 through ORS 279C.870 may be found in the back of this booklet. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

All of the information in this booklet can be accessed and printed from the Internet at: www.oregon.gov/BOLI

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon. Additional copies of this booklet are available at cost, plus postage.

HOW TO LOOK UP A RATE

1. When was the project first advertised for bid?

Generally, for purposes of compliance with Oregon's prevailing wage rate laws, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. (See OAR 839-025-0020(8) for information about projects using a CM/GC.)

2. What type of work is being performed by the employee?

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work performed by the worker. If you have any questions about work classifications, contact the Bureau of Labor & Industries at the number below.

3. Where is the work being performed – what region?

Find the occupation in the correct region pages associated with the county where the project construction is taking place.

4. Is there a rate listed next to the classification?

If so, use it. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate; it is the combination of these two amounts that must be paid to the worker.

5. If the book directs you to "See Appendix," go to the back of the book and use the rate listed in the Appendix pages. It may include a group number, shift differential, hazard pay and/or zone pay which are added to the hourly base rate.

6. Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, **you may contact the Bureau of Labor & Industries at (971) 673-0839** for the applicable hourly fringe rate.

7. If you have questions, **CALL us at (971) 673-0839.**

For specific information or questions regarding the prevailing wage law, you may obtain a "Prevailing Wage Rate Laws" handbook by contacting the nearest Bureau of Labor & Industries' office listed below. An order form is in the back of this booklet.

Oregon Bureau of Labor & Industries Office Locations

Eugene	1400 Executive Parkway, Suite 200 Eugene, OR 97401	(541) 686-7623
Portland	800 NE Oregon St., #1045 Portland, OR 97232	(971) 673-0761
Salem	3865 Wolverine St. NE, Bldg. E-1 Salem, OR 97305	(503) 378-3292

PUBLIC WORKS BONDS

EVERY CONTRACTOR AND SUBCONTRACTOR who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a **\$30,000 "PUBLIC WORKS BOND"** with the Construction Contractor's Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

- This bond is to be **USED EXCLUSIVELY FOR UNPAID WAGES** determined to be due by the Bureau of Labor & Industries.
- The bond **MUST** be filed **BEFORE STARTING WORK** on a prevailing wage rate project.
- The bond is in effect **CONTINUOUSLY** (do not have to have one per project).
- **BEFORE PERMITTING A SUBCONTRACTOR TO START WORK** on a public works project, **CONTRACTORS MUST VERIFY** their subcontractors either have filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
 - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

ORS 279C.830(2) requires:

That the **specifications** for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.

Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt.

Every subcontract that a contractor or subcontractor awards in connection with a public works contract must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless otherwise exempt.

PWR SURVEY WAGE RATE APPEAL PROCESS

- 1) Anyone wishing to challenge or appeal a survey rate determination should submit their request in writing to the commissioner.
- 2) The appeal should include:
 - a) a complete description of the “problem,” including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
 - b) recommendations for how the rate could be more accurately determined.
- 3) The written appeal will be reviewed by the Wage and Hour Division which will recommend to the commissioner a course of action and proposed time frame for addressing the issue (such as a recommendation that further information be obtained, an investigation or study of the matter be conducted, a rate amendment or correction be issued, the next survey be modified, etc.).
- 4) The commissioner will review the division’s recommendation and either approve, disapprove or modify the recommendation. (The PWR Advisory Committee may be consulted in some matters as deemed appropriate by the commissioner.)
- 5) The requesting party will be notified of the commissioner’s decision.

PWR REQUIRED POSTINGS

ALL CONTRACTORS AND SUBCONTRACTORS

PREVAILING WAGE RATES

Each and every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in a conspicuous place at the work site so workers have ready access to the information. ORS 279C.840(4); OAR 839-025-0033(1).

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in a conspicuous place at the work site in the same location as the prevailing wage rates (see above). ORS 279C.840(5); OAR 839-025-0033(2)

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing, before beginning work on the project. Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information. If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements. ORS 279C.540(2); OAR 839-025-0034.

PREVAILING WAGE RATES

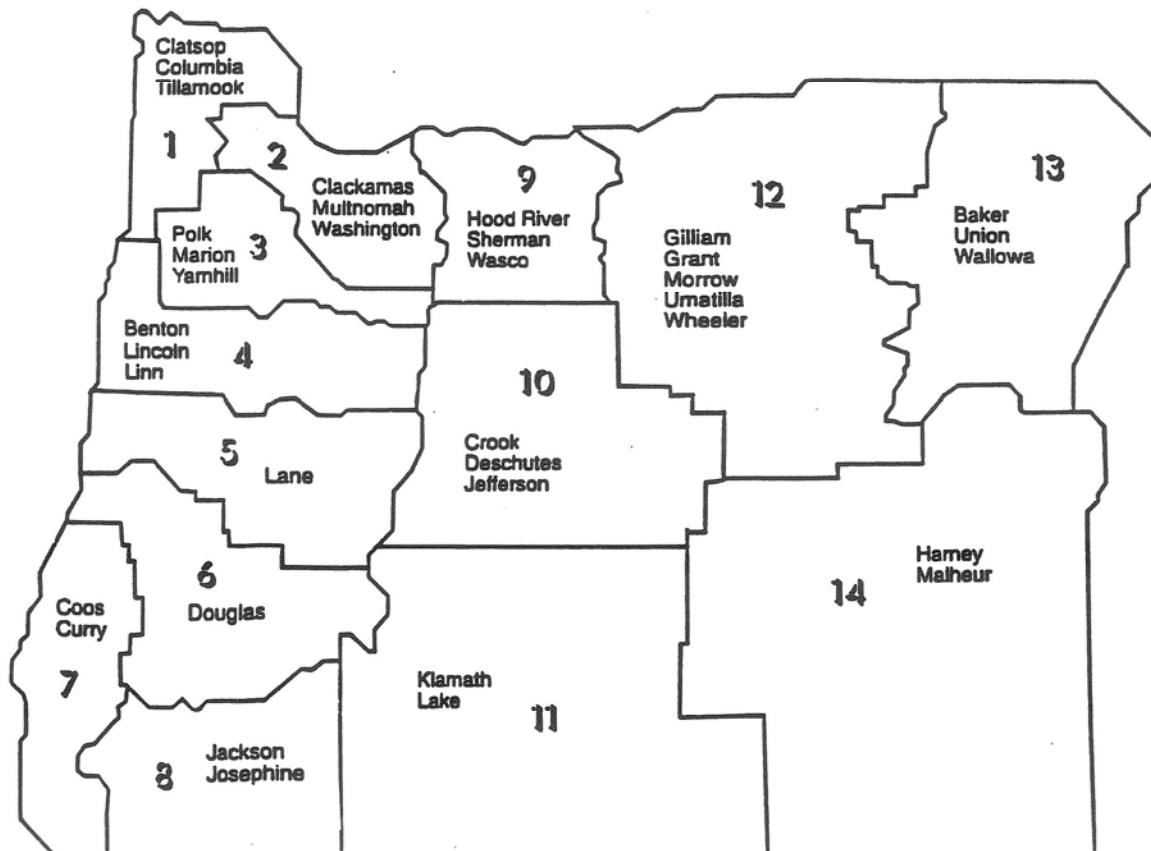
OCCUPATIONS

BY

REGIONS

PREVAILING WAGE RATE

REGIONS



REGION #1
Clatsop, Columbia and Tillamook Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION # 1
Clatsop, Columbia and Tillamook Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	<u>See Appendix</u>	<u>See Appendix</u>
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$23.45	\$5.99

REGION #2
Clackamas, Multnomah and Washington Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #2
Clackamas, Multnomah, and Washington Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	<u>See Appendix</u>	<u>See Appendix</u>
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	<u>See Appendix</u>	<u>See Appendix</u>
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$23.45	\$5.99

REGION #3
Marion, Polk and Yamhill Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #3
Marion, Polk and Yamhill Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	<u>See Appendix</u>	<u>See Appendix</u>
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	<u>See Appendix</u>	<u>See Appendix</u>
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$23.45	\$5.99

REGION #4
Benton, Lincoln and Linn Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Labor Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$45.93	\$16.25
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver	\$39.47	\$16.65
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #4
Benton, Lincoln and Linn Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #6
Douglas County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Material Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$45.93	\$16.25
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	\$44.44	\$25.16
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #6
Douglas County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #7
Coos and Curry Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	\$45.93	\$16.25
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #7
Coos and Curry Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #8
Jackson and Josephine Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$36.64	\$18.10
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	\$32.01	\$12.83
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver	\$39.47	\$16.65
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #8
Jackson and Josephine Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	\$24.97	\$14.14
Truck Driver – All Groups	\$23.45	\$5.99

REGION #9

Hood River, Sherman and Wasco Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #9

Hood River, Sherman and Wasco Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #10
Crook, Deschutes and Jefferson Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10
Crook, Deschutes and Jefferson Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	<u>See Appendix</u>	<u>See Appendix</u>
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	\$24.97	\$14.14
Truck Driver – All Groups	\$23.45	\$5.99

REGION #11
Klamath and Lake Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	\$32.01	\$12.83
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver	\$39.47	\$16.65
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	\$44.44	\$25.16
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #11
Klamath and Lake Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #12
Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #13
Baker, Union and Wallowa Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	\$32.01	\$12.83
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	\$41.93	\$18.30
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	\$26.43	\$10.11
Laborer Group 2	\$29.32	\$11.71
Laborer Group 3	\$25.08	\$13.46
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$45.93	\$16.25
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #13
Baker, Union and Wallowa Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #14
Harney and Malheur Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$36.64	\$18.10
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	\$32.01	\$12.83
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	\$41.93	\$18.30
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver	\$39.47	\$16.65
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	\$44.44	\$25.16
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #14
Harney and Malheur Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	See Appendix	See Appendix

APPENDIX

JULY 1, 2020

Collectively Bargained Rates

(To be used only when referred to in the Regions pages 6-33)

JULY 1, 2020 APPENDIX

The Appendix rates are Collectively Bargained Rates to be used ONLY for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 BEFORE using rates in this section.

Rates in this section may include premium pay such as shift differential, hazard pay and/or a zone pay differential, which is added to the hourly base rate.

Using the booklet, [Definitions of Covered Occupations](#), find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.

Asbestos Worker/Insulator	38
Boilermaker	38
Bricklayer/Stonemason	38
Bridge and Highway Carpenter (See Carpenter Group 5)	38
Carpenter	38
Cement Mason	39
Diver	39
Diver Tender	39
Dredger	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	40
Drywall Taper (See Painter & Drywall Taper)	45
Electrician	41
Elevator Constructor, Installer and Mechanic	43
Glazier	43
Hazardous Materials Handler	43
Highway/Parking Striper	43
Ironworker	43
Laborer	43
Limited Energy Electrician	44
Line Constructor	45
Marble Setter	45
Millwright Group 1 (See Carpenter Group 3)	38
Painter	45
Piledriver (See Carpenter Group 6)	38
Plasterer and Stucco Mason	45
Plumber/Pipefitter/Steamfitter	46
Power Equipment Operator	46
Roofer	48
Sheet Metal Worker	48
Soft Floor Layer	49
Sprinkler Fitter	49
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	49
Tender to Plasterer and Stucco Mason	49
Testing and Balancing (TAB) Technician	50
Tilesetter/Terrazzo Worker: Hard Tilesetter	50
Tile, Terrazzo, and Marble Finisher	50
Truck Driver	50
MAP: Power Equipment Operator, Zone 1	51

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

ASBESTOS WORKER/INSULATOR

52.77 22.67

Firestop Containment **37.73 15.84**

BOILERMAKER **38.51 30.29**

BRICKLAYER/STONEMASON

41.20 21.12

(This trade is tended by "Tenders to Mason Trades")

(Add \$1.00 per hour to Fringe for Refractory repair work)

CARPENTER

Zone A (Base Rate)

Group 1	41.75	18.30
Group 2	41.92	18.30
Group 3	43.26	18.30
Group 4	Eliminated	
Group 5	42.31	18.30
Group 6	42.87	18.30

Zone Differential for Carpenters
(Add to Zone A Base Rate)

Zone B	1.25 per hour
Zone C	1.70 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour
Zone G	10.00 per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 60 miles.

Zone E: More than 60 miles but less than 70 miles.

Zone F: More than 70 miles but less than 100 miles.

Zone G: More than 100 miles.

CARPENTER (continued)

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Madras	Roseburg
Astoria	Grants Pass	Medford	Salem
Baker City	Hermiston	Newport	The Dalles
Bend	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Pendleton	Vancouver
Burns	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

Group 3
(Millwright)

Zones for Group 3 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5
(Bridge & Highway
Carpenter)

Group 6
(Piledriver)

Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

CARPENTER (continued)

Welders receive \$1.75/hour above their group's rate with an eight (8) hour minimum.

When working with creosote and other toxic, treated wood and steel material, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Base Rate

Group 1	35.52	21.42
Group 2	36.29	21.42
Group 3	36.29	21.42
Group 4	37.05	21.42

Zone Differential for Cement Mason
(Add to Basic Hourly Rate)

Zone A	3.00 per hour
Zone B	5.00 per hour
Zone C	10.00 per hour

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.

Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.

Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below.

Reference Cities for Zones A-C (Cement Mason)

Bend	Medford	Salem
Corvallis	Pendleton	The Dalles
Eugene	Portland	Vancouver

When a contractor takes current employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

"Contractor's place of business" shall include not only contractor's principal place of business but also contractor's area office(s) that support contractor's operations in a geographical region. Such area office(s) shall not include project offices(s) established for the duration of a particular project.

CEMENT MASON (continued)

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor's place of business and the project.

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	91.14	18.30
DIVER TENDER	47.14	18.30

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of Portland.

Zone Differential for Diver/Diver Tender
(Add to Zone 1 Base Rate)

Zone 2	1.25 per hour
Zone 3	1.70 per hour
Zone 4	2.00 per hour
Zone 5	3.00 per hour
Zone 6	5.00 per hour
Zone 7	10.00 per hour

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 60 miles.

Zone 5: More than 60 miles, but less than 70 miles.

Zone 6: More than 70 miles, but less than 100 miles.

Zone 7: More than 100 miles from the city hall of employee's home local.

Reference Cities for Diver/Diver Tender

Bend	Medford
Eugene	North Bend
Longview	Portland

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

DIVER & DIVER TENDER (continued)

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the Diver.

Basic Hourly Rate	+	Hourly Depth Pay	+	Hourly Enclosure Pay	=	Diver Total Hourly Pay Rate
-------------------------	---	------------------------	---	----------------------------	---	--------------------------------------

Diver Depth Pay:

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
----------------------	-------------------------

50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 ft.

Depth shall be figured from the surface to the actual depth where the diving work is being performed.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled

<u>In the Enclosure</u>	<u>Hourly Enclosure Pay</u>
-------------------------	-----------------------------

0 - 25ft.	N/C
25 - 300 ft.	\$1.00 per foot from the entrance
300 - 600 ft.	\$1.50 per foot beginning at 300 ft.
Over 600 ft.	\$2.00 per foot beginning at 600 ft.

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	50.46	15.15
Assistant Engineer (Watch Engineer, Mechanic Machinist)	47.30	15.15
Tenderman (Boatman Attending Dredge Plant) Fireman	45.81	15.15
Fill Equipment Operator	44.64	15.15
Assistant Mate	41.94	15.15

Zone Differential for Dredgers
(Add to Zone A Base Rate)

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

- Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.
- Zone B: More than 30 miles but not more than 60 miles.
- Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	42.04	18.01
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	42.04	18.01

See Zone Differential on page 41

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

Zone Differential for Drywall, Lather, Acoustical Carpenter & Ceiling Installer
(Add to Zone 1 Base Rate)

Zone mileage based on road miles:

Zone B	61-80 miles	6.00 per hour
Zone C	81-100 miles	9.00 per hour
Zone D	101 or more	12.00 per hour

The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities herein listed.

Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

ELECTRICIAN

Area 1

Electrician	31.65	15.16
Cable Splicer	34.82	15.34

Reference Counties Area 1

Malheur

Area 2

Electrician	48.05	22.12
Cable Splicer	50.45	22.19

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Add 50% of the base rate when workers are required to work under the following conditions:

ELECTRICIAN (continued)

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3

Electrician	40.53	21.17
-------------	--------------	--------------

Reference Counties Area 3

Coos Curry	Douglas (a) Lane (a)	Lincoln
---------------	-------------------------	---------

(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

OREGON DETERMINATION 2020-02

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

ELECTRICIAN (continued)

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 4

Electrician	45.01	19.79
Cable Splicer	49.51	19.93
Lighting Maintenance/ Material Handlers	20.43	10.06

Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Area 5

Electrician	47.85	25.71
Electrical Welder	52.64	25.85
Material Handler/ Lighting Maintenance	27.27	16.97

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

ELECTRICIAN (continued)

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Zone Pay for Area 5 Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50 per hour
Zone 2	51-70 miles	3.50 per hour
Zone 3	71-90 miles	5.50 per hour
Zone 4	Beyond 90	9.00 per hour

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

Area 6

Electrician	36.96	17.40
Lighting Maintenance and Material Handlers	17.65	9.98

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

See Shift Differential on page 43

OREGON DETERMINATION 2020-02

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

ELECTRICIAN (continued)

	<u>Shift Differential</u>	
1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance of 50 to 90 feet from the ground or supporting structures shall be paid 1-1/2 times the base rate of pay.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	55.86	40.97
----------	--------------	--------------

Reference Counties Area 1

Baker	Umatilla	Union	Wallowa
-------	----------	-------	---------

Area 2

Mechanic	56.10	41.00
----------	--------------	--------------

Reference Counties Area 2

All remaining Counties

<u>GLAZIER</u>	41.17	23.30
-----------------------	--------------	--------------

(Add \$1.00 to base rate if safety belt is required by State safety regulations)

(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)

HAZARDOUS MATERIALS HANDLER

26.03	12.68
--------------	--------------

HIGHWAY/PARKING STRIPER

35.87	13.50
--------------	--------------

Shift Differential

(Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am)

IRONWORKER

<u>Zone 1 (Base Rate):</u>	38.00	26.86
----------------------------	--------------	--------------

Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2	5.63/hr. or \$45.00 maximum per day
Zone 3	8.75/hr. or \$70.00 maximum per day
Zone 4	11.25/hr. or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 45 miles, but less than 60 miles.

Zone 3: More than 60 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using AAA road mileage computed from the city hall or dispatch center of the reference cities listed below or the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford	Portland
---------	----------

LABORER

Zone A (Base Rate):

Group 1	31.83	15.40
Group 2	33.01	15.40
Group 3	27.56	15.40

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

See Zone Differential on page 44

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

LABORER (continued)

Zone Differential for Laborers
(Add to Zone A Base Rate)

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles but less than 100 miles.

Zone F: More than 100 miles.

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

LIMITED ENERGY ELECTRICIAN

Area 1 **21.00 11.41**

Reference Counties Area 1

Malheur

Area 2 **30.14 14.06**

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

LIMITED ENERGY ELECTRICIAN (continued)

Area 3 **31.68 17.73**

Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Area 4 **33.93 14.72**

Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Area 5 **38.87 21.55**

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

Area 6 **29.84 13.65**

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

OREGON DETERMINATION 2020-02

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

LINE CONSTRUCTOR

Area 1

Group 1	60.28	22.11
Group 2	53.82	21.82
Group 3	30.65	13.72
Group 4	46.29	18.28
Group 5	40.37	16.12
Group 6	33.37	15.80
Group 7	18.68	11.22

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	54.57	17.37
Journeyman Lineman	49.41	16.86
Line Equip. Operator	41.09	15.95
Groundman	29.17	13.55

Reference County Area 2

Malheur County

MARBLE SETTER **42.20 21.12**

(This trade is tended by "Tile, Terrazzo, & Marble Finishers")

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	23.94	13.04
INDUSTRIAL PAINTING	25.14	13.04
BRIDGE PAINTING	29.96	13.04

(Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for all wage classifications)

DRYWALL TAPER

Zone A (Base Rate)

38.48 16.71

PAINTER & DRYWALL TAPER (continued)

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

Dispatch Cities for Drywall Taper

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

Zone A: Projects located less than 61 miles of the respective city hall of the dispatch cities listed.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

(This trade is tended by "Tenders to Plasterers")

Zone A (Base Rate)

Plasterer	38.09	18.83
Swinging Scaffold	39.09	18.83
Nozzleman	40.09	18.83

Zone Differential for Plasterer and Stucco Mason
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

See Zone Differential mileage on page 46

OREGON DETERMINATION 2020-02					
TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Area 2	52.20	32.50
---------------	--------------	--------------

Reference Counties Area 2

Grant Morrow	Umatilla Union	Wallowa
-----------------	-------------------	---------

Zone Differential for Area 2
(Add to Base Rate)

Zone mileage based on road miles:

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

(Add \$1.00 to base rate if it is possible for worker to fall 35 ft. or more, or if required to wear a fresh-air mask or similar equipment for 1 hour minimum increments)

Area 3	47.43	32.73
---------------	--------------	--------------

Reference Counties Area 3

Benton	Deschutes	Klamath	Polk
Clackamas	Douglas	Lake	Sherman
Clatsop	Gilliam	Lane	Tillamook
Columbia	Hood River	Lincoln	Wasco
Coos	Jackson	Linn	Washington
Crook	Jefferson	Marion	Wheeler
Curry	Josephine	Multnomah	Yamhill

Zone Differential for Area 1
Plumbers/Pipefitters/Steamfitters
(Add to Base Rate)

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	45.90	15.35
Group 1A	48.06	15.35
Group 1B	50.22	15.35
Group 2	43.99	15.35
Group 3	42.84	15.35
Group 4	41.01	15.35
Group 5	39.77	15.35
Group 6	36.55	15.35

(Group 4 Tunnel Boring Machine Mechanic add \$10.00/hour hyperbaric pay)

See Zone Differential on page 47

JULY 1, 2020

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

POWER EQUIPMENT OPERATOR (continued)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

(Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment)

(Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable)

(Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation)

Shift Differential

Two-Shift Operations:

On a two shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

Zone Pay Differential for Power Equipment Operator
(Add to Zone 1 Base Rate)

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

See map on page 51 for Zone 1 of this classification

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

OREGON DETERMINATION 2020-02

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

ROOFER

Area 1

Roofers	36.23	19.77
Handling coal tar pitch	39.85	19.77
Remove fiberglass insulation	39.85	19.77

Reference Counties Area 1

Baker	Gilliam	Multnomah	Washington
Clackamas	Grant	Sherman	Wheeler
Clatsop	Hood River	Tillamook	
Columbia	Jefferson	Wasco	

Area 2

Roofers	30.87	16.04
Handling coal tar pitch	32.87	16.04
Remove fiberglass insulation	32.37	16.04

Reference Counties Area 2

Benton	Douglas	Lake	Marion
Coos	Harney	Lane	Polk
Crook	Jackson	Lincoln	Yamhill
Curry	Josephine	Linn	
Deschutes	Klamath	Malheur	

Area 4

Roofers	28.93	13.01
---------	--------------	--------------

Reference Counties Area 4

Umatilla	Union	Wallowa
----------	-------	---------

(Add \$2.00 to basic hourly rate for employees working with irritable bituminous materials)

(Add \$2.00 to basic hourly rate for employees removing fiberglass insulation)

Area 5

Roofers	29.10	12.81
---------	--------------	--------------

Reference County for Area 5

Morrow

(Add \$3.00 to base rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER

Area 1

42.30	23.13
--------------	--------------

Reference Counties Area 1

Benton	Grant	Multnomah	Washington
Clackamas	Hood River	Polk	Wheeler
Clatsop	Lincoln	Sherman	Yamhill
Columbia	Linn	Tillamook	
Gilliam	Marion	Wasco	

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 2

27.25	19.26
--------------	--------------

Reference Counties Area 2

Baker	Malheur
-------	---------

(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3

41.65	21.82
--------------	--------------

Reference Counties Area 3

Morrow	Umatilla	Union	Wallowa
--------	----------	-------	---------

(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask)

Area 4

34.98	20.79
--------------	--------------

Reference Counties Area 4

Douglas	Lane
---------	------

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

OREGON DETERMINATION 2020-02

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

SHEET METAL WORKER (continued)

Area 5 **35.30 21.81**

Reference Counties Area 5

Coos

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 6 **29.74 19.70**

Reference Counties Area 6

Curry	Jackson	Klamath
Harney	Josephine	Lake

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 7 **32.66 19.44**

Reference Counties Area 7

Crook	Deschutes	Jefferson
-------	-----------	-----------

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

SOFT FLOOR LAYER **31.86 19.14**

SPRINKLER FITTER

Area 1 **40.71 24.78**

Reference Counties Area 1

Benton	Deschutes	Klamath	Polk
Clackamas	Douglas	Lake	Sherman
Clatsop	Harney	Lane	Tillamook
Columbia	Hood River	Lincoln	Wasco
Coos	Jackson	Linn	Washington
Crook	Jefferson	Marion	Wheeler
Curry	Josephine	Multnomah	Yamhill

SPRINKLER FITTER (continued)

Area 2 **34.82 24.77**

Reference Counties Area 2

Baker	Grant	Morrow	Union
Gilliam	Malheur	Umatilla	Wallowa

TENDER TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)

34.89 15.40

(Add \$0.50 to base rate for Refractory work)

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate)
34.62 15.40

Zone Differential for Tender to Plasterer and Stucco Mason
(Add to Zone A Base Rate)

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	1.70 per hour
Zone E	2.00 per hour
Zone F	3.00 per hour
Zone G	5.00 per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 60 miles.

Zone E: More than 60 miles but less than 70 miles.

Zone F: More than 70 miles but less than 100 miles.

Zone G: More than 100 miles.

Reference Cities

Astoria	Coos Bay	Medford	Roseburg
Bend	Eugene	Pendleton	Salem
Corvallis	Klamath Falls	Portland	The Dalles

(Add \$0.50 to base rate for Refractory work)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

35.35 19.36

(This trade is tended by "Tile, Terrazzo, & Marble Finisher")

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor or acetylene black grouting)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER

26.94 14.11

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor or acetylene black grouting)

2. BRICK AND MARBLE FINISHER

26.94 14.24

(Add \$1.00 to base rate for Refractory work)

TRUCK DRIVER

Zone A (Base Rate)

Group 1	29.33	16.35
Group 2	29.46	16.35
Group 3	29.60	16.35
Group 4	29.89	16.35
Group 5	30.13	16.35
Group 6	30.31	16.35
Group 7	30.53	16.35

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

Zone B	.65 per hour
Zone C	1.15 per hour
Zone D	1.70 per hour
Zone E	2.75 per hour

TRUCK DRIVER (continued)

Zone A: Projects within 30 miles of the cities listed.
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 80 miles.
Zone E: More than 80 miles.

Reference Cities

Albany	Eugene	Madras	Reedsport
Astoria	Goldendale	Medford	Roseburg
Baker	Grants Pass	McMinnville	Salem
Bend	Hermiston	Newport	The Dalles
Bingen	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Oregon City	Vancouver
Burns	LaGrande	Pendleton	
Coos Bay	Lakeview	Portland	
Corvallis	Longview	Port Orford	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

TRADE

HOURLY
BASE
RATE

HOURLY
FRINGE
RATE

TRADE

HOURLY
BASE
RATE

HOURLY
FRINGE
RATE

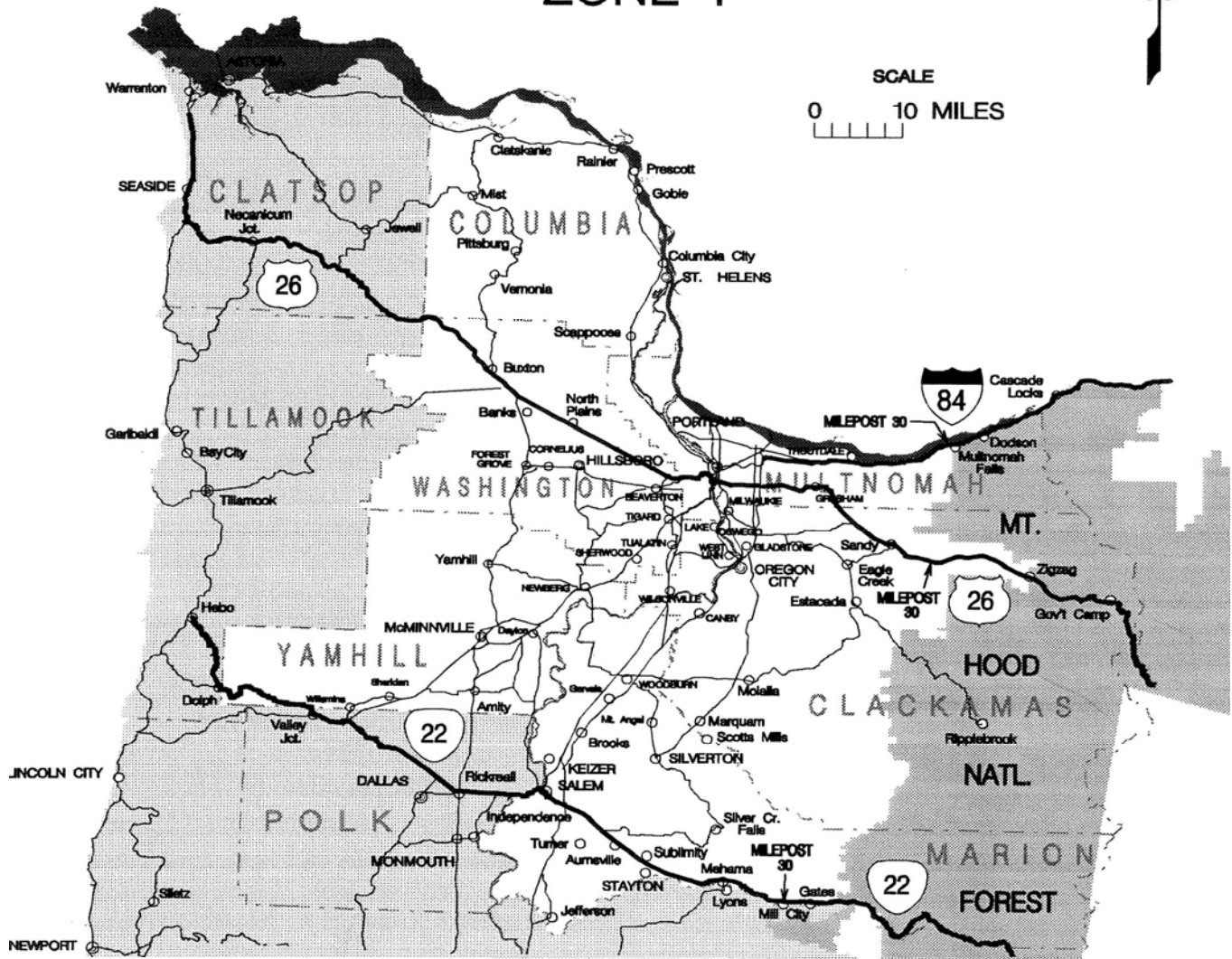
POWER EQUIPMENT OPERATOR

ZONE 1



SCALE

0 10 MILES



**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2020**

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 673-0839.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	A1 Dumptruck Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
2.	Atila, Inc. 5305 River Road N., Ste. B Keizer, OR 97303	August 3, 2018	August 2, 2021
3.	Kimberly Bell-Eddy 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
4.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
5.	Gentry Ceniga 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
6.	G & K Masonry Inc. 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
7.	GNC Construction Services, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015 July 21, 2018	July 20, 2018 July 20, 2021
8.	Eugene Graeme 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
9.	High-N-Shine Concrete Floor, Inc. 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2020**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
10.	Lisa Hoang, aka Kim Lien Hoang, aka Lien Kim Hoang, aka Kim Hope, aka Lisa K Ryan, aka Ryan Lien Hoang, aka Kim L Hoang, aka Lien Hoang Ryan, aka Lien K Hoang-Ryan, aka Hoang K Lien, aka Lisa Hall, aka Lisa Kim Ryan, aka Lien Ryan, aka Lien Hoang Ryan, aka Kim Hoang Lien, aka K Lisa Hoang 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
11.	Kim Bell Flagging, Inc. 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
12.	Sang In Nam dba Cornerstone Janitorial Services 130 NE Danbury Ave Hillsboro, OR 97124	September 20, 2016	Not to be Removed
13.	David P. Miller 731 NW Natio Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
14.	Hai T. Nguyen 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023
15.	NW Flagging LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
16.	Oregon Building & Landscaping Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2020**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
17.	Pacific NW Drywall & Accoustics LLC aka Pacific NW Drywall & Accoustics 731 NW Natio Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
18.	Phoenix Construction Group, Inc. 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
19.	Pacharee Polson 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023
20.	Portland Safety Equipment, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
21.	R.B. Development Corporation Inc. 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
22.	Regional Traffic Management LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
23.	SBG Construction Services LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
24.	Cassie Seeley 7991 Little Rd. SE Aumsville, OR 97325-9497	July 13, 2017	July 12, 2020
25.	Irma Anita Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
26.	Norman James Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
27.	Alan Tatom 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
28.	Phillip Walker 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2020**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
29.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
30.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**VAL HOYLE, COMMISSIONER
BUREAU OF LABOR AND INDUSTRIES**

PREVAILING WAGE RATE FORMS

WH-38	Certified Payroll Form
WH-39	Public Works Fee Information Form
WH-40	Public Works Fee Adjustment Form
WH-81	Notice of Public Works
WH-118	Planned Public Improvement Summary
WH-119	Capital Improvement Cost Comparison Estimate



BUREAU OF LABOR & INDUSTRIES, PREVAILING WAGE RATE

INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE PAYROLL/CERTIFIED STATEMENT FORM (WH-38)

The Payroll/Certified Statement form (WH-38) may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate (PWR) Law. Although the U.S. Department of Labor (US DOL) has not officially approved this form, it is designed to meet the requirements of the federal Davis-Bacon Act. For projects associated with the U.S. Department of Housing and Urban Development (HUD), contact the public agency (owner) associated with the project for assistance with payroll reporting.

Contractors are not required to use the WH-38 form in reporting their payroll; however, the contractor must provide all of the information contained in the form, including the certified statement on page two. The contractor must sign the certified statement, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties, and submit it with each weekly payroll report. Detailed instructions concerning the preparation of the form follow:

Complete the top third of the form. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the public agency (owner) associated with the project. The "Payroll No." is a US DOL requirement and represents the number of weeks the contractor performed work on the project.

Column 1 – NAME AND ADDRESS: Write the employee's full name on each payroll submitted. The employee's address must be included on the first payroll submitted. The address need not be shown on subsequent payrolls submitted unless the address changes. The US DOL requires an employee identification number for each individual employee, on each payroll submitted. This number may be, but does not have to be, the last four digits of the employee's social security number.

Column 2 – CLASSIFICATION: For assistance in determining the correct classification, use the Bureau of Labor & Industries' (BOLI's) publication "Definitions of Covered Occupations for Public Works Contracts in Oregon." On the WH-38, list the classification that is most descriptive of the work actually performed by the employee. Give the group number for those classifications that include such information. Indicate which workers are apprentices, if any, and give their current percentage, classification, and group number when applicable. If an employee works in more than one classification, use the highest rate for all hours worked, or use separate line entries to show hours worked and hourly rates for each classification.

Column 3 – DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, and Sn) in the top row of boxes, and the corresponding date below.

HOURS WORKED EACH DAY: Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over eight (8) in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over ten (10) in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of OR L&I's publication, "[*Prevailing Wage Rate Laws*](#)."

Check the correct work schedule box to indicate the employee's weekly work schedule: 5/8 or 4/10. Enter the employee's regular hourly schedule for the week being reported next to the "Reg. Hrly. Schd: _____ to _____." For example: 7:00 a.m. to 4:30 p.m.

Column 4 – TOTAL HOURS: Enter separately the total number of straight time and overtime hours worked by the employee (in each classification, if applicable) on the PWR project during the week. Enter the total number of straight time hours worked in the lower box ("ST"); enter the total number of overtime hours worked in the top box ("OT").

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime

boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay, but not including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the project was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

Column 6 – HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE: Enter hourly fringe benefit amounts paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe benefit portion of the prevailing wage rate.)

Column 7 – GROSS AMOUNT EARNED: Enter the gross amount earned for work on the PWR project during the week. If part of the employee's wages for the pay period were earned on projects other than the project described on the WH-38, or if the employee is paid less often than on a weekly basis, enter in column 7 first the gross amount earned on the PWR project for the week, then the total gross amount earned for the pay period. For example: \$567.84 / \$1,267.27.

Column 8 – ITEMIZED DEDUCTIONS, FICA, FED, STATE, ETC.: Enter deductions withheld from wages for the pay period. All deductions must be in accordance with the provisions of ORS 652.610 (and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. Stat. 967, 76 Stat. 357; 40 U.S.C 276c) on projects subject to Davis-Bacon Act). For projects subject to the Davis-Bacon Act, itemize the deductions.

Column 9 – NET WAGES PAID: Enter the total amount of net wages actually paid to the employee for the pay period. Calculate this figure by subtracting the total deductions reported in Column 8 from the gross amount of wages for the pay period reported in the bottom portion of Column 7.

Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund, or program, for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form. For information on how to calculate hourly fringe benefit credits, see Appendix A in OR L&I's publication, "Prevailing Wage Rate Laws."

Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the name of the party, plan, fund, or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, perform the following check:

1. For each classification listed in column 2, compute the sum of:
 - a) the hourly base rate of pay shown in Column 5,
 - b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
 - c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.
2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of OR L&I's publication, Prevailing Wage Rates for Public Works Contracts in Oregon.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR & INDUSTRIES AT (971) 673-0838.

NOTE: PAYROLL/CERTIFIED STATEMENTS ARE ONLY REQUIRED TO BE SUBMITTED TO THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT.

**CERTIFIED PAYROLL AND OTHER FORMS ARE AVAILABLE ON OUR WEBSITE:
WWW.OREGON.GOV/BOLI**

PRIME CONTRACTOR ☐SUBCONTRACTOR ☐

PAYROLL NO. _____

FINAL PAYROLL ☐

Business Name (DBA): _____		Phone: () _____		CCB Registration Number: _____	
Project Name: _____		Project Number: _____		Type of Work: _____	
Street Address: _____		Project Location: _____			
Mailing Address: _____		Project County: _____			
Date Pay Period Began: _____		Date Pay Period Ended: _____			

THIS SECTION FOR PRIME CONTRACTORS ONLY**THIS SECTION FOR SUBCONTRACTORS ONLY**

Public Contracting Agency Name: _____
Phone: () _____
Date Contract Specifications First Advertised for Bid: _____
Contract Amount: _____

Subcontract Amount: _____
Prime Contractor Business Name (DBA): _____
Prime Contractor Phone: () _____
Prime Contractor's CCB Registration Number: _____
Date You Began Work on the Project: _____

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME , ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)								TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
			HOURS WORKED EACH DAY													
		OT										/				
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														
		OT										/				
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														
		OT										/				
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														
		OT										/				
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														
		OT										/				
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

CERTIFIED STATEMENT

Date: _____

I, _____,
(NAME OF SIGNATORY PARTY) (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

_____ (CONTRACTOR, SUBCONTRACTOR OR SURETY)
 on the _____; that during the payroll period
 (BUILDING OR WORK)
 commencing on the _____ day of _____, _____, and ending the _____ day
 (MONTH) (YEAR)
 of _____, _____, all persons employed on said project have been paid the
 (MONTH) (YEAR)
 full weekly wages earned, that no rebates have been or will be made either directly or
 indirectly to or on behalf of said _____

(CONTRACTOR, SUBCONTRACTOR OR SURETY)
 from the full weekly wages earned by any person, and that no deductions have been
 made either directly or indirectly from the full wages earned by any person, other than
 permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part
 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
 amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and
 described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above
 period are correct and complete; that the wage rates for workers contained therein are
 not less than the applicable wage rates contained in any wage determination
 incorporated into the contract; that the classifications set forth therein for each worker
 conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a state apprenticeship agency recognized by the
 Bureau of Apprenticeship and Training, United States Department of Labor, or if no such
 recognized agency exists in a state, are registered with the Bureau of Apprenticeship
 and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF
 AND IT IS TRUE TO MY KNOWLEDGE:

 (NAME AND TITLE)

 (SIGNATURE AND DATE)

**In addition to completing sections (1) - (3), if your project is subject to the federal
 Davis-Bacon Act requirements, complete the following section as well:**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic
 listed in the above referenced payroll, payments of fringe benefits as listed in
 the contract have been or will be made to appropriate programs for the benefit
 of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,
 as indicated on the payroll, an amount not less than the sum of the applicable
 basic hourly wage rate plus the amount of the required fringe benefits as listed
 in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY
 SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL
 PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31
 OF THE UNITED STATES CODE.

FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR & INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB #: _____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C) (D) or (E).

PUBLIC AGENCIES: Please complete and mail this form to the Bureau of Labor & Industries (BOLI) at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to "Bureau of Labor and Industries." **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** BOLI may be unable to properly credit you for payment received without the following completed information.

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP _____

AGENCY CONTACT PERSON: _____ **PHONE: ()** _____

PROJECT MANAGER NAME: _____ **PHONE: ()** _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NO: _____ **DATE CONTRACT FIRST ADVERTISED:** _____

DATE CONTRACT AWARDED: _____ **CONTRACTOR CCB#:** _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

CONTRACT AMOUNT: \$ _____ **FEE AMOUNT DUE/PAID: \$** _____

If less than \$50K, is it part of a larger project? ☐ yes ☐ no Contract amount x .001 = fee due

(Please duplicate this form for future use.)



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR & INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB #: _____

PUBLIC WORKS FEE ADJUSTMENT FORM

**USE THIS FORM FOR RECONCILIATION OF FEES UPON COMPLETION OF
PUBLIC WORKS PROJECTS**

(As required by ORS 279C.825 and OAR 839-025-0210)

PUBLIC AGENCIES: Complete and mail this form to the Bureau of Labor & Industries at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to "Bureau of Labor and Industries," or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS \$250.00; THE MAXIMUM FEE IS \$7,500.00. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN \$100.00.**

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY CONTACT PERSON: _____ **PHONE : ()** _____

MAILING ADDRESS: _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

CONTRACTOR/BUSINESS NAME (DBA): _____

CONTRACTOR CCB#: _____ **DATE AWARDED:** _____

FINAL CONTRACT/PROJECT AMOUNT: _____ **FINAL FEE DUE:** _____
(Include all change orders and adjustments to the contract price) (Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID:** _____
(Original Contract amount X .001)

TOTAL ADJUSTMENT: _____ **BALANCE DUE*:** _____

or
REFUND DUE*: _____
*Final contract fee less initial fee paid

Sample Calculation:			
Final Contract Amount:	\$ 400,000.00	Final Fee Due:	\$ 400.00
Original Contract Amount:	- 300,000.00	Initial Fee Paid:	- 300.00
Total Adjustment:	\$ 100,000.00	Additional Amount Due:	\$ 100.00



BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS
(For use by public agencies in complying with ORS 279C.835)

For Office Use Only:
Project DB #: _____

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: _____
Agency Division: _____ Agency # (if known): _____
Address: _____
City, State, Zip: _____
Email Address: _____
Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Date specifications first advertised for bid (if not advertised, date of RFP or first contact with contractor): _____
OR If CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(8)): _____
Contract Amount: \$ _____
Is this contract part of a larger project? YES ☐ NO ☐ If yes, total project amount: \$ _____
If yes, **INITIAL** date specifications for project advertised for bid (see OAR 839-025-0020(6)(b)): _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES ☐ NO ☐
Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____
City, State Zip: _____ Phone: _____
Construction Contractors Board Registration #: _____
Name of Bonding Company for Payment Bond: _____
Address: _____
Agent Name: _____ Phone: _____ Payment Bond #: _____

☐ Copy of first-tier subcontractors attached (see NOTE above).

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone: _____
Project Name: _____ Project #: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Cost: \$ _____ Amount of Public Funds Provided for the Project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES ☐ NO ☐
Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure or improvement of any type that uses \$750,000 or more of funds of a public agency).

Date the public agency or agencies committed to the provision of funds for the project: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency).

Total square footage of privately owned road, highway, building, structure or improvement: _____
Percent of total square footage of the completed project that will be occupied or used by a public agency: _____
Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D) (a project that includes the construction or installation of a device, structure or mechanism that uses solar radiation on public property, regardless of project cost or whether the project uses funds of a public agency).

Date the public agency entered into an agreement for the project: _____

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, on real property that a public university listed in ORS 352.002 owns).

Date the public agency entered into an agreement for the project: _____

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date: _____

Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Oregon Labor & Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-3601
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us



PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____ - _____

(Name of State or Local Government Agency)

PAGE ____ OF ____

Project Number, if applicable	Project Name	Project Location	Estimated Total On-site Construction Costs	Work Performed by Contractor or Agency?

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record.

Use this form (WH-118) to list planned public improvements. Use form WH-119 (Public Improvement Project Cost Analysis) to report the agency's cost analysis.

Mail completed forms to: Prevailing Wage Rate Unit
Bureau of Labor & Industries
800 N.E. Oregon St., #1045
Portland, OR 97232-2180

(Name of Agency Official)

(Signature of Agency Official)



PUBLIC IMPROVEMENT PROJECT COST ANALYSIS

Contracting Agency: _____

Project Name/Number: _____

Department: _____

Estimated Construction Period: _____

ESTIMATED CONTRACTOR COSTS				TOTAL OF ALL CONTRACTOR COSTS
Item Description	Estimated Quantity	Unit Cost	Total Estimated Cost Per Item	
				\$

ESTIMATED CONTRACTING AGENCY COSTS							TOTAL OF ALL PUBLIC AGENCY COSTS
Labor	Equipment	Administration and Overhead	Tools and Materials	Cost of Any Contracts Agency Must Enter	Quality Control Testing	Any Other Necessary and Related Costs	
							\$

The above-named agency has determined that this project can be performed at the least cost by: _____ Agency _____ Contractor (check one)

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record. Use Form WH-118 (Planned Public Improvement Summary) to list planned public improvements. Use this form (WH-119) to report the agency's cost analysis.

Mail completed forms to:

Prevailing Wage Rate Unit
Bureau of Labor & Industries
800 N.E. Oregon St., #1045
Portland, OR 97232-2180

(Name of Agency Official)

(Signature of Agency Official)

The 2018 edition of the **Prevailing Wage Rate Laws Handbook** is now available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing Oregon BOLI Labor & Industries at pwremail@boli.state.or.us or calling (971) 673-0838. Additional copies are available at cost, plus postage.

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <http://www.oregon.gov/boli/WHD/PWR/docs/pwrsched.pdf>.

Prior to responding below, please consider that all PWR-related information is available online at <http://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. If you are interested in receiving the handbook and/or being included on our mailing lists for future seminar notifications, please complete the form below and return it to the PWR Unit. You may mail this form to the address on the opposite side of the form, or fax it to (971) 673-2372.

-
- ☐ Please send me the 2018 edition of the **Prevailing Wage Rate Laws Handbook**.
- ☐ Please add me to the mailing list to receive information about OR BOLI PWR seminars/webinars.
- ☐ Please add me to the e-mailing list to receive information about OR BOLI PWR seminars/webinars.

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

AGENCY OR CONTRACTOR BUSINESS E-MAIL ADDRESS (Please print clearly)

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place
stamp
here

OREGON BUREAU OF LABOR & INDUSTRIES
PREVAILING WAGE RATE UNIT
800 NE OREGON #1045
PORTLAND, OR 97232

SPECIAL PROVISIONS

PART 00100 - GENERAL CONDITIONS

Replace this PART of the Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v201911, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> and included in these special provisions.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.40(c) Bid Schedule Entries - Add the following at the end of this subsection:

The Bid Schedule contains the item "1.800 ACP Material Price Adjustment" with a unit price of \$1.00. This is a stipulated price to be used to adjust the price of the ACP items incorporated in the Work according to subsection 00195.10. The "Quantity" will be the amount of the price adjustment determined after the ACP is placed.

00120.40(f) Disclosure of First-Tier Subcontractors - Add the following sentence after the fifth bullet:

Submittal of the First-Tier Subcontractor Disclosure Form is required.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

00150.00 Authority of the Engineer - Add the following subsection:

Work performed between November 1 and May 1 must be approved in writing by The Engineer. The Engineer will evaluate weather and site conditions to determine the type of work that may be acceptable to perform. Start no work before receiving written approval.

00150.50(c) Contractor's Responsibilities - In the first sentence in the last paragraph replace "may adjust the Utilities" with "may have the Utilities adjusted".

Add the following to the end of the bullet list:

Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952 - 001 - 0090(2)(c).

In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues.

If energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. Contractor shall maintain at least 10 feet of safety clearance.

00150.50(f) Utility Information - The following organizations will be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work:

Utility	Contact	Phone
1. PGE	Ian Wilson	503 – 736 - 5623
2. Century Link	Travis Vaughn	503 - 365 – 5555

The Contractor shall allow PGE access to the project site for up to 14 days following tree removal to relocate the poles noted on the plans.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

00165.10(a) Field-Tested Materials - Add the following sentence to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions.

SECTION 00180 - PROSECUTION AND PROGRESS

Add the following Subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50

Railway Work	00170.01(e)
Contract Completion Time	00180.50(h)
Right - of - Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Holidays and Special Events	00220.40(e)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - Add the following paragraph:

The Contractor shall submit a Type **B** schedule.

Add the following subsection:

00180.50(h) Contract Completion Time - Complete all work except work performed under 00596A, 00745, 01030, and 01040 not later than **November 19, 2021**.

Complete the wearing course and install concrete facing on the retaining wall not later than June 30, 2021.

00180.85(b) Liquidated Damages - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

- The amount of \$760 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.
- The amount of \$200 per driveway, for each Calendar Day that driveways are left inaccessible to residents at the end of each work shift.
- The amount of \$760 for each Calendar Day Silverton Road is closed after November 19, 2021.
- The amount of \$100 per 1/4 hour that a traffic lane is closed before or after the hours specified in Section 00220.40(e) unless a time extension is preapproved by the Engineer.

Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions modified as follows:

00190.20(f)(2) Scale Without Automatic Printer - Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$40.00 per hour.

00190.20(f)(3) Duties of Weigh Technician - Delete the first bullet.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$40.00 per hour.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions modified as follows:

00195.10 Payment for Changes in Materials Costs - Replace this subsection with the following subsection:

00195.10 Asphalt Cement Material Price Escalation/De-Escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

00195.13(c) Monthly Asphalt Cement Adjustment Factor - Replace this subsection, except for the subsection number and title, with the following:

(c) **Monthly Asphalt Cement Adjustment Factor** - The Monthly Asphalt Cement Adjustment Factor will be determined each month as follows:

- If the MACMP is within $\pm 5\%$ of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:
Adjustment = (MACMP) - (1.05% of Base)
- If the MACMP is less than 95% of the Base, then:
Adjustment = (MACMP) - (0.95% of Base)

00195.13(d) Asphalt Cement Price Adjustment - Replace this subsection, except for the subsection number and title, with the following:

(d) Asphalt Cement Price Adjustment - If specified in the Special Provisions, an asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract. A price adjustment will be made for the asphalt cement contained in each ACP Pay Item. The adjustment factor as calculated in 00195.13(c) above will use the MACMP for the month the asphalt is incorporated into the Project. Using the Adjustment calculated in (c), the price adjustment for Asphalt Concrete incorporated into the project for the applicable month will be determined by the following formula:

Price Adjustment = (Adjustment) x (Asphalt Content (%)) x (Tons of Asphalt Concrete Incorporated)

The Asphalt Content (%) is the asphalt content according to the approved Job Mix Formula (JMF) for the asphalt concrete placed. The price adjustment will be entered as the quantity for the item "ACP Material Price Adjustment".

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02(a) General Requirements - Add the following bullets to the end of the bullet list:

- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00225.02. Keep the signs in place for 30 Calendar Days after completing the modifications.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

00220.40(b) Detours and Stage Construction - Add the following paragraph:

Designate a person to be responsible to perform daily inspection of the detour route, and has the authority to make all necessary repairs. Damaged signs and barricades must be replaced within a reasonable length of time. Furnish the designate person's name and nighttime phone number to the Engineer.

00220.40(e)(1) Closed Lanes - Add the following at the end of this subsection:

Wearing Course Paving - Nightly, Sunday night through Friday Morning, between 7:00 p.m. and 6:00 a.m.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.01(b) Definitions - Add the following to the end of the subsection:

Temporary Walk - Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

00225.02(a) Temporary Signs - Add the following to the end of the bullet list:

- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on Silverton Road NE according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:

"DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.

"ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.

- When the existing centerline striping on Silverton Road NE is obliterated, do the following:
 - Place a "DO NOT PASS" (R4-1) sign on each side of the Roadway at the beginning and end of the project.
 - When construction requires bicycles to use the Traffic Lanes on Structures, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign according to "Sign Spacing A", from the "TRAFFIC CONTROL DEVICES SPACING TABLE" shown on the Standard Drawings, in advance of the Structure or the initial point where the bicycle facility is impacted by construction. Keep the signs in place until completion of the bikeway final surface.

For each leg of an intersections affected by new changes from a temporary traffic signal, install the following warning signs:

- A "Signal Ahead" (W3-3) symbol sign approximately 1000 feet in advance of the intersection, shown on the Standard Drawings or as modified by the Plans.
- A "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately 500 feet in advance of the "Signal Ahead" sign. Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after installing the "Signal Ahead" sign.

00225.12(c)(1) Concrete Barrier - Add the following paragraph after the bullet list:

- Use concrete barrier terminals as shown on the Standard Drawings.

00225.14(a) Flagger Station Lighting - Add the following bullet to the end of the bullet list:

- In addition to the products listed on the QPL, tripod mounted or cart mounted flagger station lights that were purchased on or before January 1, 2014 and that were on the QPL before January 1, 2014 may also be used. Provide proof of the original purchase date to the Engineer.

00225.14(b) Temporary Illumination - Replace the sentence that begins "Furnish materials for temporary..." with the following sentence:

Furnish materials for temporary illumination meeting the requirements of Section 00960, 00970, 02926, and the temporary illumination Plans.

00225.15 Traffic Signals - Add the following paragraph after the paragraph that begins "Furnish cable, guy wires, hardware...":

Submit stamped Working Drawings, details, and calculations for the wood pole designs to the Engineer for review according to 00150.35. Satisfy the requirements of 02120.10 and include designs for the wood poles, guy anchors, span wires, pole setting depths, and pole bearing.

00225.15(a) Temporary Traffic Signals - Replace the sentence that begins "Use materials for temporary..." with the following sentence:

Use materials for temporary traffic signals that conform to Sections 00960, 00990, 02120, and the following:
Add the following subsection:

00225.19 Pole Base Excavation Covers - Use pole base excavation covers meeting the following requirements:

- Utility grade plywood
- 3/4-inch minimum thickness
- New or in like new condition

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

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

- Install flexible pavement overlay markers on 20 foot spacing.

Install flexible pavement overlay markers for temporary 8 inch turn lane line as follows:

- Install 2 white temporary overlay pavement markers abutting each other on 10 foot spacing

Add the following subsection:

00225.43(g)(5) Temporary Traffic Signal - For painted crosswalks, apply 8 inch wide painted line as shown or directed. Apply bead binder at a thickness of 15 mils wet, equivalent to 34 gallons per mile for a 8 inch wide solid line. Apply beads at a rate of 5 pounds per gallon of paint.

00225.83(c)(1-b) Length Method - After the first sentence add the following:

If the width of the line is other than 4 inches, measurement will be adjusted by converting to an equivalent length of nominal 4 inch line on a proportionate area basis. Measurement will be the actual stripe.

Remove misaligned markers at no additional cost to the agency. Remove the temporary overlay pavement markers in a manner that will ensure the surface texture remains similar to that of the surrounding surface and using a method that will not damage the pavement. Remove temporary overlay pavement markers within 5 calendar days after permanent striping.

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

Control markers at:

- 200 foot intervals on tangents
- 50 foot intervals on curves

Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.

Remove and replace misaligned markers at no additional cost to the Agency.

00225.44(b) Temporary Illumination - Replace the sentence that begins "Construct and remove temporary..." with the following sentence:

Construct and remove temporary illumination according to the Plans and Sections 00950, 00960, 00970, and 02926.

00225.45(a) Temporary Traffic Signals - Replace the sentence that begins "Construct, adjust, and remove..." with the following:

Construct, adjust, and remove temporary traffic signals according to the Plans, Sections 00950, 00960, 00990, and the following:

00225.45(a)(3) Wood Poles - Add the following sentence to the end of the paragraph:

Bond all metallic conduit messenger cable, terminal cabinet, and other metallic parts within 10 feet of the ground line.

00225.45(c) Existing Traffic Signals - Replace the sentence that begins "Adjust existing traffic signals..." with the following:

Adjust existing traffic signals according to the Plans and Sections 00950, 00960, and 00990.

00225.67 Temporary Sidewalk Ramps - Replace this subsection with the following subsection:

00225.67 Temporary Curb Ramps and Temporary Walks - Inspect and maintain temporary curb ramps and Temporary Walks for:

- Any damaged curb ramp or walk surfaces.
- Ramp and walk alignment or connections to existing sidewalks or roadway surfaces.
- Compliance with the dimensions and grades in the Standard Drawings or requirements approved by the Engineer.
- Items identified by the manufacturer's recommendations.
- Other ramp or walk quality or performance issues, as directed.
- Keep ramps and walks unobstructed. Maintain a firm, stable, and slip resistant surface free of debris.

After completion of the Work, restore the area on which the temporary curb ramp or temporary walk occupied as directed. Locations where curb have been removed will need to be repaired and landscaping will need to be restored to its original condition.

00225.81 Temporary Signing - Add the following sentence to the end of the paragraph that begins "The quantities of temporary signs will...":

No measurement of quantities will be made for “CONSTRUCTION VEHICLE DO NOT FOLLOW” (CW23-14) signs.

00225.82(b)(3)(b) Length Method - Replace this subsection, except for the subsection number and title, with the following:

Measurement will be from end to end of the barrier, including concrete barrier transitions, along the line and grade of each run.

00225.83(c)(1-b) Length Method - After the first sentence add the following:

If the width of the line is other than 4 inches, measurement will be adjusted by converting to an equivalent length of nominal 4 inch line on a proportionate area basis. Measurement will be the actual stripe.

Remove misaligned markers at no additional cost to the agency. Remove the temporary overlay pavement markers in a manner that will ensure the surface texture remains similar to that of the surrounding surface and using a method that will not damage the pavement. Remove temporary overlay pavement markers within 5 calendar days after permanent striping.

00225.90(a)(2) Temporary Protection and Direction of Traffic – Replace the bullet that begins “Providing, Surfacing, maintaining, removing...” with the following bullet:

- Furnishing, placing, maintaining, moving, and removing pole base excavation covers.

00225.94 Work Zone Lighting - Delete Pay Item (a) from the pay item list.

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

No separate or additional payment will be made for flagger station lighting.

00225.98 Flaggers and Traffic Control Supervisors - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of traffic control supervisors will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(b) Traffic Control Supervisor.....	Each

Item (b) includes vehicle and Equipment.

Payment for the item "Traffic Control Supervisor" performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the Work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the Work, payment for the Additional Work will be made according to 00195.20.

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

SECTION 00245 - TEMPORARY WATER MANAGEMENT

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

Description

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

00245.02 Definitions:

Temporary Water Management Facility - A facility that conveys water around work areas, removes water from work areas, and treats and discharges water at locations outside work areas.

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

Include at least the following information:

The sequence and schedule for dewatering and re-watering.

- How the work area will be isolated from the active stream flow upstream, through, and downstream.
- How the stream flow will be routed and conveyed around or through the isolated work area.
- How the isolated area will be de-watered.
- How the pumped water will be treated before it is discharged downstream.
- Discuss all construction stages.
- A list of on-site backup materials and equipment
- Calculations of water withdraw pumps capacity.

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

Materials

00245.10 Materials - Furnish materials meeting the following requirements:

Concrete Barrier	00820.11
Pipe	00445.11
Plastic Sheeting	00280.14(a)
Riprap.....	00390.11
Sandbags	00280.15(a)
Water Intake Screening.....	00290.34(c)

Furnish pumps that are:

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

Construction

00245.40 Fish Removal - The Agency, ODFW biologists, or ODOT consultant personnel will remove fish and aquatic life from the isolation work areas. Allow them access into the isolation work areas before and after installation of the temporary water management facilities as follows:

- Before Installation of Facilities - Before installing temporary water management facilities they will remove fish and aquatic life within the proposed isolated work area.
- After Installation of Facilities - After installing temporary water management facilities begin reducing the water level through the isolated work area. They will remove all fish and aquatic life as the water level is reduced. Do not de-water the isolation area until all fish and aquatic life have been removed.

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

00245.42 Operation - Operate temporary water management as follows:

- Protect fish and fish habitat according to 00290.34.
- Maintain and control water flow downstream of the isolated work area for the duration of the diversion to prevent downstream de-watering.
- Clean and repair water intake screening to maintain adequate flow and protection of aquatic life.

00245.43 Maintenance - Monitor water turbidity according to 00290.30(a)(8).

00245.44 Removal - Remove the temporary water management facility and rewater and restore the stream flow when approved by the Engineer. Maintain downstream water flow during removal of the facility.

Measurement

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

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

Concrete Barrier.....	200 Feet
Pipe	100 Feet
Plastic Sheeting	200 Square Yard
Riprap.....	135 Cubic Yard
Sandbags	300 Each

Turbidity monitoring will be measured according to 00290.80.

Payment

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

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

Turbidity monitoring will be paid according to 00290.90.

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

SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

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

00253.01 General - Add the following paragraph to the end of this subsection:

Work platforms and containment are allowed on the existing bridge above ordinary high water or below ordinary high water between June 1 and September 30.

Add the following subsection:

00253.02 Definitions:

Basic Wind Speed - Three-second gust speed at 33 feet above ground in open terrain with scattered obstructions not over 30 feet high.

Dead Load - Self-weight of a structure, such as a work platform, scaffolding, and containment.

Factor of Safety - Component ultimate failure load divided by the maximum working load combination applied to the component.

Fundamental Frequency - Lowest natural frequency of vibration for a structure, measured in Hz.

Live Load - The weight of personnel, equipment, materials, debris, and vehicles.

Point Load - A force applied to a structure at a single point.

Projected Area - The area of a structure exposed to the wind. For winds parallel to the roadway, the projected area of containment is the width of the containment multiplied by its height. For winds transverse to the roadway, projected area is the length of the containment multiplied by its height.

Span - A section of bridge superstructure between piers.

Wind Load - Forces imparted on a structure, such as a bridge or containment, by wind pressure and structural dynamic response to wind.

00253.03 Submittals - Add the following paragraph and bullets to the end of this subsection:

Submit the following:

- Stamped design calculations assuring that the bridge structural members can safely resist the combined effects of dead loads, live loads, and wind loads.
- Stamped Working Drawings clearly defining dimensional limits and loading limits that satisfy the conditions listed in 00253.09 for exemption from design calculations for the bridge structural members. Identify the work platform, scaffolding, and containment system dead load (in pounds per square foot) in the loading note, and identify the maximum allowable accumulations of collected debris or water (inches depth) allowed in conjunction with the number of workers allowed and the concentrated loads (in pounds) of equipment and materials to be used within the structure. Identify the maximum wind speed at which containment wall materials remains on the structure.
- Stamped work platform and scaffolding Working Drawings, specifications and design calculations.
- Stamped Working Drawings and calculations of the work bridges or trestles.

- Stamped calculations showing that equipment, vehicles, and supplies placed in a closed lane do not exceed the equivalent of the posted loading of:
 - Type 3 Truck 20 Ton
 - Type 3s-2 Truck 31 Ton
 - Type 3-3 truck 40 Ton

00253.05 Containment Requirements Replace the paragraph that begins "Contain work debris that is generated from dry abrasive blasting..." with the following paragraph:

Contain work debris that is generated from dry abrasive blasting, and arc spray metallizing operations according to the Class 1A requirements of SSPC-Guide 6, with the following limits:

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

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

00253.09 Work Platform, Scaffolding and Containment Structural Design Requirements - Design work platforms, scaffolding, and containment structures for dead load, live load, and wind load with a basic wind speed of 72 mph, applied in the most critical direction. For structures with fundamental frequency less than 1 Hz, design for wind loads accounting for structural dynamic effects.

Provide designs with a 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.

For movable containment structures, provide positive restraint to prevent movement except when containment structures are being relocated.

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:

forecast.weather.gov/MapClick.php?lat=44.95&lon=-122.03&unit=0&lg=english&FcstType=graphical

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

00253.42 Safety Requirements - Replace the paragraph that begins "Follow approved procedures for evacuating..." with the following paragraph:

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

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Add the following paragraph to the end of this subsection:

The County's NPDES 1200-CA Permit is applicable to the Project.

00280.15(a) Check Dams - Replace the bullet that begins "**Type 2: Fiber Rolls** - Fiber rolls or wattles..." with the following bullet:

- Type 2: Fiber Rolls - Fiber rolls or wattles that are pre-manufactured, filled with plant based, naturally occurring fiber (e.g.: straw, wood, excelsior, hemp or coconut fiber) that contains no weed seeds and that is not moldy, caked, decayed or of otherwise low quality. When straw is used, furnish straw meeting the requirements of 01030.15(b). Furnish fiber roll that is fully biodegradable with enclosing netting derived from natural fibers (e.g.: jute, sisal, hemp or coir fiber). Furnish rolls with a minimum density of 2.75 pounds per cubic foot and constructed to hold its shape to provide a diameter of between 8 and 10 inches.

00280.15(e) Sediment Barriers - Add the following to the end of this subsection:

Furnish "Type 8" compost filter berm.

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock material with a diameter of 8 inches.

00280.16(i) Concrete Washout - Delete the bullet that begins "**Geotextile** - Type 2 drainage...".

00280.48 Emergency Materials - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency materials on the Project site:

Item	Quantity
Inlet Protection, Type 4	4 Each
Sediment Barrier, Type 8	200 Feet
Sediment Fence, Supported	80 Feet
Sediment Fence, Unsupported	200 Feet

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.10 Staging and Disposal Sites - Replace the paragraph that begins "Locate staging areas and disposal..." with the following paragraphs:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved unless otherwise specified in Section 00236 or Section 00237 or approved, in writing, by the Engineer,

Do not stage Equipment, park Equipment or store Materials in any City, County, State, or Federal park, wayside or recreational facility.

00290.20(c)(1) General - Replace the paragraph that begins "Segregate all demolition debris according to..." with the following paragraph:

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

00290.20(c)(2) Clean Fill - Add the following paragraph to the end of this subsection:

Manage all excavated soil that does not meet the definition of clean fill according to Section 00294.

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- 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.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible sediment plume in waters of the State or U.S.

(8) Meter Turbidity Monitoring - In addition to any turbidity monitoring required by 00280.62(c) to comply with NPDES 1200 series requirements, monitor turbidity using a turbidity meter every two hours during in-water work according to the following:

- Use a turbidity meter that has been maintained and calibrated according to the manufacturer's specifications.

- Measure stream turbidity before beginning each day's in-water work to establish pre-construction turbidity levels.
- Measure upcurrent and downcurrent turbidity at two-hour intervals during in-water work and perform work based on turbidity measurements according to the following:
- Take upcurrent samples at a location representative of background turbidity approximately 100 feet from the in-water work area.
- Take downcurrent samples at a location approximately 100 feet from the in-water work area at approximately mid-depth of the water body and within any visible turbidity plume.
- If the downcurrent reading is less than 5 nephelometric turbidity units (NTU) higher than the upcurrent reading, continue to work and take readings every two hours.
- If the downcurrent reading is greater than or equal to 5 and less than 30 NTU higher than the upcurrent reading, modify work procedures and repair or implement best management practices (BMP), continue work, and continue to take readings every two hours. If after four hours the downcurrent reading is still greater than or equal to 5 NTU higher than the upcurrent reading, stop all in-water work and repair or implement additional BMP. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent reading.
- If the downcurrent reading is greater than or equal to 30 and less than 50 NTU higher than the upcurrent reading, modify work procedures, repair or implement BMP and continue work. If, at the subsequent two-hour reading, the downcurrent reading is still more than 30 NTU higher than the upcurrent reading, stop all in-water work and repair or implement additional BMP. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent NTU reading.
- If the downcurrent reading is 50 NTU or more higher than the upcurrent reading, stop all in-water work, repair or implement additional BMP, and inform the Agency. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent NTU, as determined by continued readings made at least every two hours, or the next day's initial turbidity reading.
- Document all turbidity monitoring observations on form 734-2755, "Turbidity Monitoring Report", or another form approved by the Agency. Submit reports to the Engineer weekly during in-water work and keep copies of the reports at the Project Site.

00290.30(b) Pollution Control Plan - Replace the paragraph that begins "Develop and submit a PCP..." with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins "A Pollution Control Plan...".

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

Contact the Engineer 3 weeks prior to starting any onsite work. The contractor may perform work to implement a detour route during this three week period.

Fish salvage and rescue shall be performed prior to the commencement of any work, including work area isolation and temporary water management. All fish must be safely collected and removed from the construction site, or dewatered reach before before before any work in-water work will be allowed. Provide Fish passage during all phases of in-water work.

The agency will provide a qualified person authorized by ODOT to conduct fish salvage.

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

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

For this Project, the regulated work area is the area at or below 149.2 feet elevation and between stations 18+07 and 18+44.

Perform work within the regulated work area only during the in-water work period. The in-water work period is from June 1 to September 30.

The total volume of material filled or discharged into waters of the state and waters of the U.S. shall not exceed 835 cubic yards.

The total volume of material excavated from the waters of the state and waters of the U.S. shall not exceed 850 cubic yards.

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

00290.34(b) Prohibited Operations - Replace this subsection, except for the subsection number and title, with the following:

Except where allowed by the Contract or by permit, do not:

- Blast underwater.
- Use water jetting.
- Release petroleum products or chemicals in the water.
- Disturb spawning beds.
- Obstruct stream channels.
- Cause silting or sedimentation of waters of the State or waters of the U.S.
- Use treated timbers within the regulated work area.
- Impede adult and juvenile fish passage, including intermittent streams.
- Allow entry within the Regulated Work Area or between stations 18+07 and 18+44.
- Allow equipment to enter or work in or on the water.

Add the following subsection:

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

(1) General Requirements:

- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- Do not apply surface fertilizer within 50 feet of any stream channel.
- Use heavy equipment as follows:
 - Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
 - Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the state or waters of the U.S.

- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.
- Before beginning work on temporary access routes that are not shown, submit a proposal to the Engineer for approval.

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

(3) Water Intake Screening - Install, operate, and maintain fish screens on each water intake used for project construction, including pumps used to isolate an in-water work area. When drawing or pumping water from any stream, protect fish by equipping intakes with screens having a minimum 27% open area and meeting the following requirements:

Perforated plate openings shall be 3/32 inch or smaller.

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

Choose size and position of screens to meet the following criteria:

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

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

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

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

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

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

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

- Design, build, and maintain facilities to collect and treat all construction and drilling discharge water using the best available technology applicable to site conditions. Provide treatment to remove debris, nutrients, sediment, petroleum hydrocarbons, metals, and other pollutants likely to be present. An alternate to treatment is collection and proper disposal offsite.
- Isolate drilling operations from wetted stream to prevent drilling fluids from contacting waters of the state or waters of the U.S.
- Use casing to prevent loss of drilling fluid to the subsurface formation. Do not drill open hole.
- If it is necessary to drill through an over-water bridge deck, use containment measures to prevent drilling debris from entering the stream channel.
- If drilling fluid or waste is released to surface water, wetland or other sensitive environment, cease all drilling pending written approval from appropriate regulatory agencies through the Project Manager to resume drilling.
- Recover all waste and spoils if precipitation is falling or imminent. Recover, recycle, or dispose of all drilling fluids and waste to prevent entry into flowing water.
- Recycle drilling fluids using a tank instead of drill recovery/recycling pits, whenever feasible.
- When drilling is completed, make attempts to remove the remaining drilling fluid from the sleeve (for example: by pumping) to reduce turbidity when the sleeve is removed.

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

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.
- Visually inspect each load and piece of treated wood. Reject for use in or above aquatic environments if visible residues, bleeding of preservative, preservative-saturated sawdust, contaminated soil, or other matter is present.
- Use pre-fabrication to the extent feasible. When field fabrication is necessary, all cutting and drilling of treated wood, and field preservative treatment of wood exposed by cutting and drilling, shall

occur above the OHW. Use tarps, plastic tubs, or similar devices to contain the bulk of any fabrication debris, and wipe off any excess field preservative.

- All treated wood structures, including pilings, shall have design features to avoid or minimize impacts and abrasion by livestock, pedestrians, vehicles, vessels, and floats.
- Treated wood may be used to construct a bridge, over-water structure or an in-water structure, with the exception of the work containment system, provided that all surfaces exposed to leaching by precipitation, overtopping waves, or submersion are coated with a water-proof seal or barrier are maintained. Apply and contain coatings and paint-on field treatment to prevent contamination. Surfaces that are not exposed to precipitation or wave attack, such as parts of a timber bridge completely covered by the bridge deck, are exempt from this requirement.
- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

(8) Piling Removal - Remove temporary or permanent piling according to the following:

- Dislodge the piling with a vibratory hammer, whenever feasible.
- Once loose, place the piling onto the construction barge or other appropriate dry storage site.

a. **Non-Treated Piling** - Use the following methods to remove non-creosote piling:

- If a pile in uncontaminated sediment cannot be removed or breaks, cut or push the pile or stump off at least 3 feet below the surface of the sediment and cover with a cap of clean, native substrates that match surrounding streambed materials.

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

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

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

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

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

Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, including existing work platforms, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Engineer before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.

00290.36(b) Bats - Add the following to the end of this subsection:

Protect bats by doing the following:

- Schedule bridge demolition outside of the bat breeding season April 1 to August 31.
- If this is not feasible and if approved by the Project Manager, apply exclusionary methods prior to this date to exclude bats from accessing suitable habitat. An exclusionary device is any method that denies bats physical access to an area (for example: nets and hole blockers).
- Exclusionary devices must be installed a minimum of 15 days prior to this period.
- Inspect, maintain, and repair exclusionary devices to prevent active occupancy by bats during the

Add the following subsection:

00290.36(c) Avoid Nesting - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference. Include the following:

- Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 to September 1 of each year.
- Do not begin work until the migratory bird protection plan is approved.
- In the event the nesting birds or bats are encountered during construction, the Engineer may suspend the work according to 00180.70.

In the event the Contractor fails to prevent nesting of native birds, the Engineer may suspend the work according to 00180.70.

Unless authorized in writing by the Engineer, return to the Engineer, within 5 Calendar Days of removal, all exclusionary measures applied by others prior to the NTP for the Project.

00290.41 Protection of Wetlands - Replace the title of this subsection with “**Protection of Waters of the U.S. or State**”

Delete the paragraph that begins with “For the purposes of this Section...”.

00290.41(a) Identifying Wetlands - Replace the title of this subsection with “**Identifying Waters of the U.S. or State, Including Wetlands**”

00290.41(b) Disturbing Wetlands - Replace the title of this subsection with “**Disturbing Waters of the U.S. or State, Including Wetlands**”

Add the following to the end of this subsection:

Permits have been obtained for this project from the US Army Corps of Engineers (Corps), Department of State Lands (DSL), and the Department of Environmental Quality (DEQ). A copy of the following permits shall be kept onsite during construction.

- Corps – Permit No. NWP-2018-604
- DSL – Permit No. 61682-GP
- DEQ – Nationwide 401 Water Quality Certification Approval for 2018-00604

Changes to the project that may increase the amount of fill placed or material removed in waters of the U.S. or State, or the acreage of waters impacted are not authorized. The following waters of the U.S. or State are present and have been determined to be unavoidable:

Impact Waters of the US or State: Little Pudding River	Removal Volume (cu yds.)	Fill Volume (Cu yds)	Location	Duration of Impact	Area of impact (Acres)
Temporary Water Management	300		Work Isolation below OHW	Temporary	0.019
** **		300		Temporary	
Bridge Removal	15		Concrete Bents	Permanent	0.002
Bridge Replacement	385		Native Bed Material	Temporary	0.093
** **	150		Native Bed Material	Permanent	0.004
** **		150	Class 700 Riprap	Permanent	0.004
** **		385	Native Material over Riprap	Permanent	0.093
Road Widening & Storm Treatment Facilities		275	Ditch 1	Permanent	0.105
** **		525	Ditch 2	Permanent	0.163
** **		330	Ditch 3	Permanent	0.102
** **		275	Ditch 4	Permanent	0.085

Add the following subsection:

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

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

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

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

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

The WCP shall identify how the Contractor's construction operations will protect regulated features during mobilization, construction, maintenance, and demolition. Include a narrative describing compliance with Section 00290 as related to construction, operation, and demolition activities specified in Section 00253.

Design, construct, maintain, and remove temporary work access and containment systems according to Section 00253.

00290.90 Payment - Add the following paragraph(s) to the end of this subsection:

The Work Containment Plan will be paid for at the Contract lump sum amount for the item "Work Containment Plan".

Payment will be payment in full for furnishing all materials, equipment, labor, and incidentals necessary to complete the work as specified. Payment includes providing and updating the Work Containment Plan.

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

Payment for turbidity monitoring will be payment in full for furnishing and placing all materials and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

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

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

In addition to the requirements of the ODOT "*Construction Surveying Manual for Contractors*", establish Engineering Stationing at 50 foot intervals for the length of the project along the shoulder of the highway. Maintain the stationing so it is visible throughout construction of the project.

00305.05 3D Engineered Models - If the Contractor elects to use the 3D Engineered Models to control the work, provide unstamped 3D Construction Models according to 00150.35 which include the following:

- A detailed outline and list of the pay items and Work that will be controlled by the 3D Construction Models.
- A narrative outlining any differences between the Agency-prepared 3D Engineered Models and the 3D Construction Models.
- A copy of the 3D Construction Models that will be 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.

00305.20 Engineered Digital Data Exchange - Exchanges in digital data shall be in the following formats:

- Alignments (Horizontal and Vertical) - LandXML alignments.

- CAD (graphics) – AutoCad Design File (.dwg).
- Coordinates (1D, 2D, and 3D) – LandXML coordinates and Comma Separated Values Text File (.csv)
- Digital Terrain Model (DTM) – LandXML surface
- Construction

00305.40 The Pre-Construction Survey - In the Surveying Manual for Contractors, delete Chapter 7 “THE PRE-CONSTRUCTION SURVEY”

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work". Submit a schedule of values for each item of construction survey work 10 days before starting survey work. The amount allowed for payment cannot exceed the reasonable value of the work performed.

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

Add the following subsection:

00320.40(d) No Work Zone - Protect existing drain field by installing orange work zone fencing around the perimeter of the drain field.

The Contractor shall work with the property owner of 6372 Silverton Road NE to identify the exact location for the “No Work Zone” that surrounds the property leach field. Damage to the drain field will be at the contractor’s expense.

00320.90 Payment - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

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

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section except for granular structure backfill on the excavation basis.

00330.41(a)(4) Excess Materials - Replace this subsection, except for the subsection number and title, with the following:

If the quantities of excavated materials are greater than required to construct embankments and to do all filling and backfilling, the Contractor may use the remaining materials to uniformly widen embankments or to flatten slopes in a manner satisfactory to the Engineer.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph:

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

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

Add the following subsection:

00440.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV - Actual Strength Test Value - See 02001.02 for definition.

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

- Compressive Strength - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00501 - BRIDGE REMOVAL

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

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

Remove the existing bridge over The Little Pudding River.

Add the following subsection:

00501.02 Plans - Plans of the existing structure are available for viewing at the office of the Engineer. Prints of these plans are available upon request.

Add the following subsection:

00501.03 Submittals - Provide unstamped bridge removal plans according to 00150.35 14 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 that will be used, including size and capacity.
- Equipment location during removal operations.

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

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

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

00510.80(b)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of structure excavation is 701 cubic yards

00510.80(d) Granular Wall/Structure Backfill - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for granular wall backfill or granular structure backfill.

The estimated quantity of granular structure backfill is 471 tons.

00510.90(d) Granular Wall/Structure Backfill - Replace this subsection, except for the subsection number and title, with the following:

Granular structure backfill will be paid for at the Contract unit price, per unit of measurement, for the following item:

Pay Item	Unit of Measurement
(b) Granular Structure Backfill	Lump Sum

SECTION 00512 - DRILLED SHAFTS

Comply with Section 00512 of the Standard Specifications modified as follows:

00512.47(a) Concrete Placement - Replace the paragraph that begins "Unless otherwise approved by mix..." with the following paragraph:

Allow a maximum of 60 minutes between concrete placements and use no concrete older than 90 minutes from batch time. Use procedures for concrete placement which ensure that the concrete within the shaft becomes a monolithic, homogeneous unit.

00512.80(d) Drilled Shaft Concrete - Add the following at the end of this subsection:

The estimated quantity of 4000 psi drilled shaft concrete is 269 cubic yards

00512.80(e) Drilled Shaft Reinforcement - Add the following at the end of the paragraph:

The estimated quantity of grade 60 drilled shaft reinforcement is 123,273 pounds.

The estimated quantity of drilled shaft reinforcement includes the reinforcement required to extend the shafts according to 00512.45.

00512.90 Payment - Replace pay item (e) with the following pay item:

(e) Drilled Shaft Reinforcement, Grade 60 Lump Sum

Add the following paragraph before the paragraph beginning "Item (e)...":

In item (e), the grade of reinforcement will be inserted in the blank.

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications modified as follows:

00530.42(c)(1) General - Replace the paragraph that begins "When approved, dowels may be replaced..." with the following paragraph:

For staged construction, dowels may be replaced by reinforcing bars with threaded sleeve mechanical splice couplers embedded in the portion of concrete placed first and threaded reinforcing bars inserted in the couplers after forms are removed. Approval by the Engineer is required for the substitution. Construct assemblies that develop 125 percent of the specified minimum yield strength of the dowels shown or specified. Construct reinforcing bars that have effective splice or development lengths equal to the replaced dowels.

00530.42(c)(3) Installation - Replace this subsection, except for the subsection number and title, with the following:

Install splices in the presence of the Engineer. Splices made without the Engineer present will be rejected.

Do not place stirrups and other reinforcing bars between a mechanical splice sleeve and the surface of the concrete where it would impair the specified clearance. Instead, place additional reinforcement as necessary at no additional cost to the Agency.

00530.80(a) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of uncoated Grade 60 reinforcement is:

Structure	Pounds
Substructure	41,551
Bridge Deck	40,813

SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications modified as follows:

00540.17(a) Aggregate - Replace this entire subsection, including 00540.17(a)(1) and 00540.17(a)(2), with the following subsection:

00540.17(a) Aggregate - Acceptance of aggregate will be according to 02690.12.

00540.17(c)(2) Actual Strength Test Value - Replace this subsection, except for the subsection number and title, with the following:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

00540.49(a)(1) Hot Weather - Replace the paragraph that begins "Maintain the concrete temperature..." with the following paragraph:

Maintain the concrete temperature during hot weather as specified. When concrete temperatures approach the maximum allowable temperature according to 02001.20(d), take appropriate action to lower the concrete temperature.

00540.51(a) General Requirements - Replace the paragraph that begins "Cure cast-in-place concrete..." with the following paragraph:

Cure cast-in-place concrete surfaces with water, wet burlap, and a layer of 4 mil polyethylene film, except polypropylene fabric may be used in place of wet burlap on horizontal surfaces. Begin curing as soon after placement as possible without damaging the freshly placed concrete. Continue curing for 7 Calendar Days (14 Calendar Days for bridge decks) after placement.

Add the following paragraph to the end of this subsection:

If the ambient temperature falls below 50 °F, or is forecasted to be below 50 °F, provide a 24-hour continuous recording thermometer and place it directly on the surface of the concrete. Once placed, the thermometer shall remain in place for the duration of the cure period. Use methods approved by the Engineer to maintain a concrete temperature of at least 50 °F during the cure period.

00540.53(b) Class 1 Surface Finish (Ground and Coated) - Replace this subsection with the following subsection:

00540.53(b) Class 1 Surface Finish (Ground, Sacked, and Coated) - After completion of the general surface finish, grind the surface with a power grinder or an equivalent method to remove laitance and surface film. Sack the surface to fill all holes using a paste of fine mortar sand, cement, water, and bonding agent. The ratio of bonding agent to water shall be one part bonding agent to two parts water, or as recommended by the manufacturer. Apply coating according to 00540.53(d).

00540.80(a)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of concrete is:

Type and Class	Quantity (Cu. Yd.)
Deck Concrete, Class HPC 4000	221
General Structural Concrete, Class 4000	684

SECTION 00545 - REINFORCED CONCRETE BRIDGE END PANELS

Comply with Section 00545 of the Standard Specifications modified as follows:

00545.10 Materials - Replace the bullet that begins "Furnish Class HPC4000 concrete..." with the following bullet:

- Furnish Class HPC4500 concrete for end panels, unless shown otherwise.

Replace the bullet that begins "Class V reinforced concrete..." with the following bullet:

- Class V reinforced concrete pipe meeting the requirements of 02410.10(g).

00545.46 AC Paving - Replace this subsection, except for the subsection number and title, with the following:

Compact AC abutting end panels according to Section 00744 and Section 00745, as applicable.

SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS

Comply with Section 00550 of the Standard Specifications modified as follows:

00550.12(c)(3) Acceptance - Replace this subsection with the following two subsections:

(3) Actual Strength Test Value - The ASTV at 28 days is the average compressive strength of the three cylinders tested.

- Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

(4) Acceptance - Hardened concrete members with an ASTV meeting or exceeding the specified design strength, f'_c , will be acceptable 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 member is suitable for the intended purpose. If suitable, the concrete represented by an ASTV less than f'_c may be accepted subject to a price adjustment according to 00150.25.
- Concrete that has an ASTV less than 85 percent of f'_c will not be accepted. All costs of removal, replacement, and all related work are the Contractor's responsibility.

00550.90 Payment - In the paragraph that begins "No separate or additional payment will be...", add the following bullet to the bullet list:

- Surface finish on members

SECTION 00587 - BRIDGE RAILS

Comply with Section 00587 of the Standard Specifications modified as follows:

00587.10 Materials - Add the following to the end of the list:

Coating Materials for Concrete 02210.30

00587.42(e) Latex Paint Cure for PCC - Replace this subsection with the following subsection:

00587.42(e) Latex Emulsion Paint Cure for PCC - As an option to curing cast-in-place or slipformed bridge rails, the following procedure may be used:

Allow free moisture to flash off, but only until the concrete surface does not glisten, and never for more than 1 hour. Apply latex emulsion paint from the QPL as follows:

- Apply the first coat at an application rate of 150 square feet per gallon.
- Allow the first coat to air-dry for 1 hour.
- Apply the second coat at an application rate of 150 square feet per gallon, with the application direction transverse to the direction of the first coat.

00587.80 Measurement - Add the following to the end of this subsection:

The estimated quantity of type "F" Concrete Rail with Pedestrian Rail is 352 feet.

SECTION 00596A - MECHANICALLY STABILIZED EARTH RETAINING WALLS

Comply with Section 00596A of the Standard Specifications modified as follows:

00596A.01 Proprietary MSE Walls - Select one of the following preapproved proprietary MSE retaining wall systems for the wall, structure nos. 1, 2, 3, and 4, as shown:

- Welded Wire Retaining Wall System, provided by Hilfiker , telephone: (707) 443-5093.
- TerraTrel with Concrete Face MSE Retaining Wall System, provided by Reinforced Earth , telephone: 1-800-446-5700 .

00596A.04(b) Design Calculations - Add the following to the end of this subsection:

The following retaining wall design parameters have been established for this Project:

Structure No. 1 : Station 15+85.35 to Station 17+51.27 Right

Structure No. 2: Station 16+22.02 to Station 17+52.08 Left

Structure No. 3: Station 19+00.25 to Station 19+25.11 Left

Structure No. 4: Station 19+01.08 to Station 19+26.22 Right

Foundation soil unit density	0.015 kips./cu. ft.
Foundation soil angle of internal friction	32 degrees
Foundation soil nominal (unfactored) bearing resistance	1.500 kips./sq. ft.
Retained soil unit density	0.130 kips./cu. ft.
Retained soil angle of internal friction	34 degrees
Reinforced soil unit density.....	0.130 kips./cu. ft.
Reinforced soil angle of internal friction.....	34 degrees
Peak ground acceleration coefficient (<i>PGA</i>).....	0.253 g
Short period spectral acceleration coefficient (<i>S_s</i>).	0.544 g
Long period spectral acceleration coefficient (<i>S₁</i>)	0.216 g
Site class	D
Peak seismic ground acceleration coefficient modified by zero period site factor (<i>A_s</i>).....	0.44 g
Horizontal seismic acceleration coefficient (<i>k_h</i>)	0.22 g

00596A.12(e)(1) Portland Cement Concrete - Add the following paragraph to the end of this subsection:

Furnish Class 4000 structural concrete meeting the requirements of Section 02001.

Add the following subsection:

00596.17 MSE Rigid Wall Facing - Install a rigid wall facing to the MSE wall after May 1, 2021 or 180 days after approach roadway fill placement, whichever is later. The rigid elements may be precast or cast in place concrete panels. Submit shop drawings detailing the panel dimensions, method of placement, method of attachment, and staging requirements. Include structural calculations stamped by a registered professional engineer.

00596A.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of retaining walls are:

Station Limits	Area
Station 15+85.35 to Station 17+51.24 Right	1530 sq. ft.
Station 16+23.02 to Station 17+52.08 Left	1970 sq. ft.
Station 19+00.25 to Station 19+25.11 Left	310 sq. ft.
Station 19+01.08 to Station 19+26.22 Right	310 sq. ft.

00596A.90 Payment - Add the following bullet to the bullet list:

- Rigid wall facing

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic will be allowed on the cold planed surface up to 4 Calendar Days, cold planed surfaces must be paved before the end of the work week, and by the end of the work day on Friday. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be either 1" or 3/4" size.

00641.20(b) Road Mix - Delete this subsection.

00641.41 Mixing, Hauling, and Placing - Replace the sentence that begins "Add water to the Aggregate..." with the following two sentences:

Water may not be added to the aggregate before the loaded truck is weighed. Road mix is not allowed on this Project.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

SECTION 00738 - SAFETY EDGE

Comply with Section 00738 of the Standard Specifications modified as follows:

00738.20 Safety Edge Device - Add the following paragraph to the end of this subsection:

Use a safety edge device manufactured by Transtech Systems, Inc; Advant-Edge Paving Equipment, LLC; Carlson Paving Products; Troxler Electronic Laboratories, Inc; or a similar device that produces the same wedge consolidation results. If a similar device is used, provide proof the device has been used on previous projects with acceptable results or construct a test section meeting the requirements of 00738.47

SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)

Comply with Section 00740 of the Standard Specifications.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

00745.46(b) Depositing - Replace the paragraph that begins "Deposit ACP from..." with the following paragraph:

Deposit ACP from the hauling vehicles so segregation is prevented. Do not deliver the ACP directly into the paving machine for wearing Courses where the continuous length of the Panel is greater than 500 feet. Deliver the ACP to the paving machine by either a windrow pick-up machine or an end-dump transfer machine.

00745.49(c) Thin Pavement - Replace the paragraph that begins "Perform breakdown and intermediate rolling..." with the following paragraph:

Use ODOT TM 301 "Establishing Roller Patterns for Thin Lifts of ACP" to establish the rolling pattern for compaction. Use the roller pattern from ODOT TM 301 or four Coverages, whichever is greater. Complete additional Coverages as directed.

Add the following subsection:

00745.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

00745.80 Measurement - Add the following paragraph to the beginning of this subsection:

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00745.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for asphalt cement used in the mixture.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

Add the following subsection:

00759.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

00759.02(c) ADA Certification for Contractors - For all supervisory personnel who will directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors 10 Calendar Days before the preconstruction conference.

00759.03 Preplacement Conference - Add the following to the end of this subsection:

All supervisory personnel who have an active ODOT ADA Certification for Contractors and will directly supervise the curb ramp Work must attend the preplacement conference.

00759.12 Sidewalk Ramp Treatment - Replace the title of this subsection with "**Curb Ramp Treatment**"

Replace the paragraph that begins "Furnish truncated dome detectable warning..." with the following paragraph:

Furnish truncated dome detectable warning surfaces for curb ramps and accessible route islands from the QPL. Furnish truncated dome detectable warning surfaces that are safety yellow in color on or along State Highways.

Add the following subsection:

00759.22 Smart Level - Slopes will be verified with the use of a 24 inch SmartTool level model 92379 or model 92500, and a 6-inch SmartTool level model 92346. The 6 inch level will only be used to measure counter slope when there is a concrete gutter. All other locations will use a 24 inch level to measure slopes.

Add the following subsection:

00759.31 Qualifications - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.
- **Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed.
 - Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.
 - When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.
 - Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.
 - When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.
- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count. Extra for Curb Ramps will be counted for each instance of where a curb ramp crosses a curb at the transition between a pedestrian facility and a roadway.

00759.90 Payment - Replace pay items (m) and (n) with the following pay item:

(n) Extra for Curb Ramps Each

Replace pay items (o) and (p) with the following pay item(s):

(o) Truncated Domes on New Surfaces Square Foot

(p) Truncated Domes on Existing Surfaces Square Foot

Delete the paragraph that begins "Item (m) includes...".

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

Item (n) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. When replacing an existing curb ramp or retrofitting a curb ramp into an existing concrete pedestrian facility, Item (n) also includes saw cutting and removal.

Add the following to the end of this subsection:

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

00810.10 Materials - In the list of materials, replace the line that begins "Wood Guardrail Blocks..." with the following line:

Guardrail Blocks 02110.20

00810.41 Excavation and Backfill - Add the following paragraph to the end of this subsection:

Hand dig guardrail post holes or use other non-invasive methods when posts are located within 24 inches surrounding the outside dimension of all sides of underground utilities as shown or directed.

SECTION 00842 – FACILITY IDENTIFICATION MARKERS

Comply with Section 00842 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

00850.45 Installation - Add the following bullet before the bullet that begins "Place material according to...":

- Place material between May 1 and October 15.

Replace the bullet that begins "Place material according to..." with the following bullet:

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

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00902 - CROSSWALK CLOSURE SUPPORTS

Section 00902, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00902.00 Scope - This work consists of constructing crosswalk closure supports as shown.

Materials

00902.10 Materials - Furnish materials meeting the following requirements:

Commercial Grade Concrete 00440
Steel..... 01070.10 and 01070.12
Signs..... 00940

Construction

00902.40 General - Construct crosswalk closure supports as shown or directed.

Measurement

00902.80 Measurement - The quantities of crosswalk closure supports will be measured on the unit basis.

Payment

00902.90 Payment - The accepted quantities of work done under this Section will be paid for at the Contract unit price, per each, for the item "Crosswalk Closure Supports".

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

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.01 Regulations, Standards, and Codes - Replace the paragraph that begins "Wherever reference is made..." with the following paragraph:

Use the code, order, or standard in effect on the date the Project is advertised unless otherwise shown.

Replace the paragraph that begins "Do not begin installations..." with the following paragraph:

Safe wiring labels normally required by the Department of Consumer and Business Services, Building Codes Division will not be required for traffic management systems listed on the Red Sheets (see 00160.00) as allowed by ORS 479.540 and OAR 918-261-0037. The Red Sheets may be viewed on ODOT's web site.

00960.02 Equipment List and Drawings - Replace this subsection with the following subsection:

00960.02 Equipment List and Drawing Submittals - Within 30 Calendar Days after execution of the Contract, submit two copies of the Blue Sheets (see 00160.00) and two copies of the Green Sheets (see 00160.00) according to 00150.37 for all materials the Contractor proposes to install. Blue Sheets and Green Sheets will be made available to the Contractor by the Engineer.

Fill out the Blue Sheets and Green Sheets based on the Project requirements. Check off all pre-approved items to be used on the Project. When proposing write-in items, check off the box under "Write-in items" and follow the instructions. Use the current version of the Blue Sheets and Green Sheets that is in effect on the date of Advertisement.

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not proceed with the Work before receiving written approval of the submittals from the Engineer.

Add the following subsection:

00960.03 Permits - Provide the Engineer with copies of all required electrical permits prior to performing any work.

00960.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the following requirements:

Commercial Grade Concrete	00440
Controlled Low Strength Materials.....	00442
Delineators.....	00840.10 and 00840.11
Metal Illumination and Traffic Signal Supports.....	00962
Selected General Backfill.....	00330.13
Selected Granular Backfill.....	00330.14
Steel Reinforcement	00530

Furnish electrical Materials that have been approved through the Blue Sheet and Green Sheet submittal process in 00960.02.

Anchor rods shall conform to 02560.30 and to the types and sizes shown.

Use commercially available 30 pound nonperforated asphalt-saturated felt where shown.

Use commercially available No. 10 - 0 sand when sand blanket is required.

Use commercially available UL listed insulating vinyl plastic tape where shown.

Use commercially available UL listed silicon bronze (or copper alloy) split bolt where shown.

Use commercially available galvanized steel weatherproof compression fittings where shown.

00960.40 General - Replace this subsection with the following subsection:

00960.40 Excavation:

Remove and replace sidewalks, curbs, paved surfaces, and other materials as needed. Replace and finish all surfaces to correspond with the existing surfaces. Restore all disturbed landscaping and underground systems to original condition.

Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Furnish, place, and remove any shoring required to prevent caving of walls.

Dispose of all excavated Materials according to 00290.20.

00960.41 Excavation - Replace this subsection with the following subsection:

00960.41 Horizontal Directional Drilling - Drilling shall not "hump" or deform the Pavement and shall be guided. Keep drilling pits at least 2 feet from the edge of Pavement. Do not use water to the extent that the

Pavement might be undermined or Subgrade softened. Sand bedding and marking tape are not required with this method.

If jointed conduit is used, verify the joints have not separated by pulling a mandrel through the conduit after installation.

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

- (a) **Cleaning New Conduit** - Before cable and wire installation, clean all new conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning.
- (b) **Cleaning Existing Conduit** - Before installation of new cable(s) or wire(s) in an existing conduit, temporarily remove all existing cable(s) and wire(s). Clean existing conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning. Stop work and notify the Engineer immediately if there are any difficulties cleaning the existing conduit. Reinstall existing cable(s) and wire(s) in existing conduit unless otherwise shown.
- (c) **Metallic Conduit** - Paint the following with rust-preventative coating:
 - Threads on all metal conduit.
 - Areas where the coating has been damaged so underlying metal is exposed.
 - Exposed, ungalvanized threads resulting from field cuts.

If corrosive Soil conditions exist, coat metallic conduit with a nonmetallic coating or wrap with corrosion protection tape at least 10 mils thick.

- (d) **Connecting Non-Metallic Conduit to Metallic Conduit** - Use a nonmetallic female threaded connector to connect nonmetallic conduit to metallic conduit.

00960.43 Foundations - Replace this subsection, except for the subsection number and title, with the following:

Construct foundations for pedestals, posts, and cabinets according to Section 00440 and the applicable portions of 00540.48(a). Place concrete:

- Directly against the sides of the excavation in undisturbed or well-compacted material or place in forms.
- With a continuous pour.
- To the elevation shown or directed.
- With conduit ends and anchor rods held securely in proper vertical position, to proper height, using a manufacturer's recommended template until the concrete sets.

Maintain rebar clearances during concrete pour.

Make no adjustments of anchor rods after concrete has set.

Set forms square and true to line and grade. Construct forms of rigid materials that remain in position until removed.

Remove forms and place subsequent loading according to Table 00540-1.

Finish tops of foundations to Roadway, sidewalk or curb grade, or as directed.

Finish exposed concrete foundations to present a smooth, neat appearance. Fill all holes.

00960.44 Junction Boxes - Delete this subsection.

00960.45 Cable and Wire - Delete this subsection.

00960.46 Wiring Practices - Delete this subsection

00960.48 Coating - Delete this subsection.

00960.49 Electrical Service - Delete this subsection.

00960.50 Grounding and Bonding - Replace this subsection, except for the subsection number and title, with the following:

- (a) **General** - Make all ground rods, metal conduit, metal poles, grounding wire, metallic junction boxes, metallic junction box covers, and cabinets mechanically and electrically secure to form a continuous, effectively grounded and bonded system.
- (b) **Grounding/Bonding Wire** - Use a THWN No. 6 AWG stranded copper grounding/bonding wire in conduit or as shown. Use an un-insulated No. 4 AWG stranded copper grounding/bonding wire outside of conduit or as shown.
- (c) **Ground Rods** - Ground each above ground metallic Structure with a separate ground rod.
 - (1) **Located in Junction Box** - Install ground rod in a junction box if shown. Drive ground rods into the ground with the top of the ground rod 2 inches to 3 inches above the bottom of the junction box to allow for an accessible clamp.
 - (2) **Located in Foundation** - Install ground rod in a foundation if shown, with the ground rod 2 inches to 3 inches above the top of the foundation to allow for an accessible clamp.
- (d) **Services and Cabinets** - Bond the neutral conductor, the control cabinets, and the metal base to the grounding electrode system.
- (e) **Metallic Junction Boxes and Lids** - Bond metal junction boxes and lids to form a continuous effectively grounded and bonded system with metallic conduit, grounding wire, metal standards and controller cabinets. Leave enough slack in the bond wire connected to the lid to allow complete removal of the lid. Junction boxes only containing circuits that operate at less than 25 V do not need to be bonded.

Add the following subsection:

00960.60 Maintenance, Operation and Power Costs - The Agency will continue normal maintenance and operations of the existing systems including the furnishing of electrical energy. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

00960.70 Electrical Energy - Replace this subsection with the following subsection:

00960.70 Service Cabinet and Electrical Energy - Install service cabinet and associated equipment early on to allow the Utility to schedule its Work before project completion. Have the service cabinet inspected by the Utility providing power. Arrange for the Utility to make the electrical hookup.

The following table contains Utility contact information to arrange for the Utility to make electrical hookups:

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
Silverton Road at Howell Prairie Road	PGE		
Hazelgreen Road at Cordon Road	PGE		

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

Add the following subsection:

00970.15 LED Luminaires on Traffic Signal Supports - Furnish one of the following approved models or an approved equal:

CREE LED - Traveyo Series Large,
TRVLG-A-HT-3ME-16L-40K7-UL-GY-N

Signify - LUMEC LED - RoadFocus RFL,
RFL-135W80LED4K-G2-R3M-UNV-DMG-PH9-GY3

Current LED - Evolve, ERLH-0-14-C3-40-D-GR

When higher light output is desired, higher wattage luminaires up to 170 watt within the same brand/model listed above, may be furnished.

When furnishing an LED luminaire model that is not specified as approved, the luminaire shall meet the requirements of 02926.54.

00970.42 Cable and Wire - Replace the paragraph that begins "Support the conductors..." with the following paragraph:

Support the conductors at the top of the pole using a flexible metal cable support grip to prevent insulation damage at the upsweep arm opening. When splicing cable into a new or existing circuit at a pole base (minimum wire length: 18 inches outside handhole), install a watertight, in-line fuse holder in the pole base for each underground wire going up the pole. This fuse holder shall be constructed so the wire to the ballast can be disconnected without cutting or disconnecting wiring at the ballast. Insulate terminal ends of the in-line fuse holder using either heat shrink tubing or electrical insulating rubber tape over-wrapped with electrical vinyl plastic tape as specified.

Add the following paragraph to the end of this subsection:

Color coding of illumination circuits is required for three phase systems only. Ensure color coding of each phase conductor remains consistent throughout the entire electrical system.

SECTION 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

00990.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

In addition to the requirements of Section 00960 and Section 00962, install traffic signals according to the following Specifications.

Add the following subsection:

00990.02 Electrical Materials - Submit all electrical materials the Contractor proposes to install according to 00960.02.

00990.10 Backer Rod and Loop Sealant - Replace this subsection with the following subsection:

00990.10 Materials - Furnish Materials meeting the following requirements:

Crosswalk Closure Support	00902.10
Backer Rod	02440.14

Furnish the following Materials from the QPL:

- Hot-Melt Loop Sealant

Add the following subsection:

00990.11 Traffic Signal Control Devices - The traffic signal controllers and related Equipment shall conform to requirements of the current edition of the ODOT Standard Specification for Microcomputer Signal Controller and errata.

The most current published version of the ODOT Standard Specification for Microcomputer Signal Controller, including all published errata, on ODOT's Traffic Standards website (see 00110.05(e)) at the time of Award Advertisement is the version in effect for the Project.

Add the following subsection:

00990.30 Video/Radar Detector Manufacturer's Representative - Provide the services of a manufacturer's representative on-site within 1 week in advance of the anticipated signal completion date to set up devices with Agency electrical crew present.

00990.40 Cable and Wire - Delete this subsection.

00990.41 Cabinet - Replace this subsection with the following subsection:

00990.41 Inductive Loop Detectors:

- (a) **General** - Do not begin saw cutting until the loop layout has been inspected by the Engineer.

Do not place wire in saw cuts until the cuts have been inspected by the Engineer.

- (b) **Saw Cut and Wire Installation** - Saw cut in a manner that is the most practicable, direct line between loops and junction boxes.

Immediately after saw cutting and before the cuttings dry, thoroughly flush each cut with a high-pressure water stream. Before the cuts dry, blow cuts free of water, debris, rock, and grit with compressed air. Slots may also be cleaned by means of a high-pressure water injection/vacuum extraction system. Remove rocks or other material that may be wedged in the cut. Remove and dispose of all cuttings according to 00290.20.

Dry cuts before placing wire.

After the saw cut is cleaned of debris, place the loop wire by pushing it into the slot with a blunt nonmetallic object. Use care to avoid damaging the insulation.

- (c) **Sealant** - Install the sealant in slots according to the manufacturer's instructions. Furnish a copy of the manufacturer's specifications including application procedures. The Engineer may order a test run of any application method or material before filling saw cuts.

In order to prevent heat damage to the insulation, do not allow the temperature of the sealant to exceed 410 °F during application. Install hot-melt sealants in layers to prevent damage to wire insulation. Allow each layer to cool before the next layer is installed. Do not use water to accelerate cooling.

Sealants that crack or pull away from the saw cuts after curing will be rejected.

- (d) **Resistance and Continuity Testing** - The resistance to ground of the loop and loop feeder combinations, shall be 500 MΩ or greater when checked at the following conditions:
- Before splicing and sealing - continuity test
 - Before splicing after sealing - resistance test
 - After splicing and sealing - resistance test

Furnish a report of the resistance and continuity results for each loop at each testing condition.

00990.42 Indication Equipment : Replace this subsection with the following subsection:

00990.42 Controller Cabinet Terminations:

- (a) **General** - Terminate all field wiring to the terminal blocks physically attached to the controller cabinet
- (b) **Loop Feeder Cables** - When terminating loop feeder cable inside the controller cabinet, do not remove the outside jacket and shield more than 6 inches from the end of the cable. Crimp lugs used for loop wire field terminals may be insulated or non-insulated. Terminate loop feeder shield drain wire to the cabinet input panel grounding bus nearest the feeder wire termination point.

00990.43 Traffic Signal Detection Devices - Replace this subsection with the following subsection:

00990.43 Traffic Control Signs - The type of sign and method of mounting will be as shown. Signs shall conform to the applicable portions of Section 00940.

00990.44 Traffic Control Signs - Replace this subsection with the following subsection:

00990.44 Illumination on Traffic Signal Poles - Install illumination and associated appurtenances on traffic signal poles as shown and according to applicable portions of Section 00970.

Add the following subsection:

00990.45 Signal Covers - Cover mounted vehicle signals and pedestrian signals at all times until the signal installation is ready for continuous operation.

00990.46 Fire Preemption - Replace this subsection with the following subsection:

00990.46 Pushbutton Covers - Cover mounted pushbuttons at all times until the pushbuttons are operational.

Add the following subsection:

00990.60 Cabinet Protection - Keep interiors of all cabinets clean and free of dust, dirt, moisture, and other foreign matter.

00990.70(a) Delivery of Control Equipment - Replace this subsection, except for the subsection number and title, with the following:

Provide all traffic control signal Equipment for the Project according to the cabinet print(s), including all associated manuals, diagrams, and other documents. The cabinet print(s) will be made available to the Contractor by the Engineer. Deliver all traffic signal control Equipment, including wiring diagrams and operation manuals, in one shipment. Partial shipments will not be accepted and will be returned to the Contractor at no additional cost to the Agency. Include the following information with the Equipment shipments:

Contractor

- Location
- For controller cabinets, TSSU ID number
- Contract number

Deliver the traffic signal control Equipment and information for testing to:

Oregon Department of Transportation
Traffic Systems Services Unit
2445 Liberty St. NE
Salem, Oregon 97303-6738

Add the following subsection:

00990.70(f) Control Equipment Installation - Add the following paragraph to the end of this subsection:

The Agency will be responsible for providing signal timing software and timing parameters.

00990.70(i) Interconnect System Testing - Replace the title of this subsection with "Interconnect System Testing for Copper Twisted Pair".

00990.80 Measurement - Add the following paragraph to the end of this subsection:

Signs shown on the traffic signal poles, mast arms, or span wires that are shown on the sign and post data table will be measured according to 00930.80 and 00940.80.

00990.90 Payment - Add the following paragraph(s) to the end of this subsection:

Signs shown on traffic signal poles, mast arms, or span wires that are shown on the sign and post data table will be paid for according to 00930.90 and 00940.90.

Replace the sentence beginning with “No separate or additional payment will...” with the following paragraph:

No separate or additional payment will be made for:

- Replacement of disturbed earthwork, Base and Surfacing
- Illumination and associated appurtenances shown on traffic signal poles.

Crosswalk closure supports will be paid for according to 00902.90.

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01012.00 Scope - This work consists of furnishing and installing a water quality biofiltration swale as shown.

Materials

01012.10 Materials - Furnish material meeting the following requirements:

Drainage Geotextile, Type 1	02320
Facility Field Markers	00842.10
Manholes, Catch Basins, and Inlets.....	00470.11
Riprap	00390.11
Riprap Geotextile, Type 1	02320

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020.
Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent
- and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

01012.14 Stone Embankment Material - Furnish stone embankment material meeting the requirements of 00330.16 except:

Provide a maximum size between 9 inches and 3 inches.

- No large rock fragments are allowed.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Scarify the subsoil area a minimum 12 inches deep. After scarification, place the water quality mixture in maximum 12 inch lifts. Compact each lift with a water filled landscape roller.

01012.41 Facility Field Markers - Install field markers as shown and according to Section 00842.

Maintenance

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01012.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of materials are:

Water Quality Swale Estimated Quantities:

Item	Quantity
Excavation	50 Cu. Yd.
Drainage Geotextile, Type 1	216 Sq. Yd.
Water Quality Mixture	36 Cu. Yd.
Ditch Inlet, Type D	8 Each
Rock Basin Flow Spreader with Stone Embankment	14 Cu. Yd.
Field Markers	8 Each

Payment

01012.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Biofiltration Swale".

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

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

Water Quality Seeding:

<i>Botanical Name</i>	PLS	÷	(% Purity	x	% Germination)	=	Amount
(Common Name)	(lb/acre)		(minimum)		(minimum)		(lb/acre)

<i>Juncus effusus</i> Common Rush	80	_____	_____	_____
<i>Festuca arundinacea</i> Turf-type tall fescue*	120	_____	_____	_____
<i>Agrostis palustris</i> Creeping bentgrass	120	_____	_____	_____
<i>Poa annua</i> Bluegrass*	120	_____	_____	_____
<i>Poa annua</i> Bluegrass*	120	_____	_____	_____

01030.42 Weed Control - Add the following paragraph and bullets after the paragraph that begins "If a pesticide has been approved for..." and before subsection (a):

The Specified Weeds and plant species to be removed include the following:

The cover of invasive species must be no more than 15%. A plant species should automatically be labeled as invasive if it appears on the current Oregon Department of Agriculture noxious weed list, plus known problem species including:

- *Phalaris arundinacea* (Reed Canary grass)
- *Mentha pulegium* (Pennyroyal)
- *Holcus lanatus* (tufted grass)
- *Anthoxanthum odoratum* (sweet vernal Grass)

The minimum living plant coverage for woody or other plant seeding is one live plant every 6 linear feet along each side of the stream.

The minimum living plant coverage for native plant seeding is 70 percent of ground surface.

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

ASTV - Actual Strength Test Value - average of test cylinder compressive strengths

f'_c - Minimum Specified Compressive Strength at 28 days

f'_{cr} - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet f'_c

GGBFS - Ground Granulated Blast Furnace Slag
HPC - High Performance Concrete
HRWRA - High-Range Water-Reducing Admixture (super-plasticizer)
PPCM - Precast prestressed concrete member
SCM - Supplementary Cementitious Materials
SSD - Saturated Surface-Dry
w/cm Ratio - Water-Cementitious Material Ratio
WRA - Water Reducing Admixture

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates	02690
Cement	02010
Chemical Admixtures	02040
Concrete Modifiers.....	02035
Supplementary Cementitious Materials	02030
Synthetic Fiber Reinforcing.....	02045
Water	02020

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide 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.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength (PSI)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48

	HPC4500	0.40
	5000 and Above	0.40 ¹
	HPC5000 and above	0.40
Drilled Shaft	4000	0.48
Paving	4000	0.44
¹ PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42		

(1) Required Over Design Strength (f'_{cr}) - Using the ASTV from either field results or trial batch cylinder's, provide calculations demonstrating compliance with one of the following:

$$f'_{cr} = f'_c \times 1.20 \text{ for up to but not including Class 6000; } f'_{cr} = f'_c \times 1.15 \text{ for Class 6000 and higher}$$

$$f'_{cr} = f'_c + 1.34 \times S^1 \text{ for up to but not including Class 6000; } f'_{cr} = f'_c + 1.28 \times S^1 \text{ for Class 6000 and higher}$$

¹ For current designs, S is the standard deviation of 28-Day cylinder strengths from the available data set. For new mix designs, the second option above may be used if there are at least 15 sets of 28-Day cylinders from a similar class ($\pm 1,000$ psi) mix design produced at the same plant.

(2) Flexural Beams - Flexural beams for paving concrete mix designs shall achieve 600 psi at 28 Days.

02001.20(c) Slump - Replace this subsection, except for the subsection number and title, with the following:

Provide 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.

Table 02001-3

Concrete Slump	
Condition	Slump
Concrete without WRA	4" max.
Concrete with WRA	5" max.
Concrete with HRWRA	5 1/2" \pm 2 1/2"
Precast Prestressed Concrete with HRWRA	10" max.
Seal Concrete	8" \pm 2"
Drilled Shaft Concrete	8 1/2" \pm 1 1/2" ¹
¹ Maintain a minimum slump of 4 inches throughout drilled shaft placement, including temporary casing extraction.	

Add the following subsection:

02001.20(e) Durability - For HPC and SFC designs, except designs for precast bridge rail elements, the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	ASTM C157	-0.045%

Permeability AASHTO T 277 1,000 Coulombs (max.) at 90 days ¹

¹ Only required for alternate HPC designs. See 02001.30(b)(2).

02001.30 Concrete Mix Design - Replace this subsection with the following subsection:

2001.30 Concrete Constituents:

(a) **Portland Cement** - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

(b) **Supplementary Cementitious Materials** - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

(1) **General Limits** - SCM may be used separately or in combination as shown:

Separate SCM	Maximum
Fly Ash + Other Pozzolans	25%
GGBFS	50%
Silica Fume	5%
Combined SCM	Maximum
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

(2) **HPC Cementitious Composition** - Provide HPC with one of the following:

- Cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.
- 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 AASTHO T 277.
- Cementitious material with modifiers 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 AASTHO T 277.

(c) **Blended Hydraulic Cement** - Blended hydraulic cement may be used subject to the limits of 02001.31(b)(1) and 02010.20.

(d) **Chemical Admixtures** - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a supersat extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

- (e) **Aggregate** - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:
- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
 - Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
 - Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.
- (f) **Synthetic Fiber Reinforcing for Concrete** - Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all bridge deck and silica fume overlay concrete. 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.
- (g) Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

Table 02001-4	
Absolute Solid Volume	
Maximum Nominal Aggregate Size	Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)
3/8"	0.36
1/2"	0.38
3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

02001.31 Concrete Constituents - Replace this subsection with the following subsection:

02001.31 Concrete Mix Design - Submit new or current mix designs, prepared by a CCT, for each required class of structural or paving 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. 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 requirements.

02001.32(a) Trial Batch - Add the following to the end of this subsection:

Furnish all materials, Equipment and Work required for designing the mixes, testing Materials, and making trial batches to verify the final design for final use at no additional cost to the Agency.

02001.32(c) Strength Tests - Replace this subsection with the following subsection:

02001.32(c) Hardened Concrete - When applicable, test properties according to the following test methods:

Test	Test Method
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157

- (1) **Compressive Strength Tests** - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. Test at 28 days according to AASHTO T 22.
- (2) **Flexural Strength Tests** - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.
- (3) **Length Change Tests** - For all HPC and SFC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C157, Section 11.1.2. Report length change results at 28 days.
- (4) **Permeability Tests** - For alternate HPC mix designs, 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.

02001.32(d) Length Change Tests - Delete this subsection.

02001.32(e) Permeability Tests - Delete this subsection.

02001.33 Required Over Design Strength (f'_{cr}) for New Mix Designs - Delete this subsection.

02001.34(a) Length Change Tests - Delete this subsection.

02001.34(b) Permeability Tests - Delete this subsection.

02001.35 Required Submittals for Mix Designs - Replace this entire subsection with the following subsection:

02001.35 Required Submittals for Mix Designs - Submit the following information for each concrete mix design:

- (a) **Supplier's Information** - Provide the supplier's unique mix design identification number and batch plant location.

- (b) **Mix Design Constituent Proportions:**

Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures

- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

- (c) **Aggregates** - Identify the Aggregate source by the ODOT source number. Report current values of the following:

Bulk specific gravities (SSD)

- Fine Aggregate absorptions
- Coarse Aggregate absorptions

- Dry-rodded density of coarse Aggregates
- Average stockpile gradations
- Fineness modulus of sand used in the mix design calculations

(d) **Cement - For each cement used, provide the following:**

Manufacturer

- Brand name
- Type
- Source or location plant
- QPL product number

(e) **SCM - For each SCM used, provide the following:**

Manufacturer

- Brand name
- Source
- Class
- QPL product number

(f) **Concrete Modifiers - For each concrete modifier used, provide the following:**

Manufacturer

- Brand name
- QPL product number

(g) **Admixtures - For each admixture used, identify the following:**

Manufacturer

- Brand name
- Design dosage rate
- QPL product number

(h) **Synthetic Fiber Reinforcing - For each synthetic fiber reinforcing used, provide:**

Manufacturer

- Brand name
- Design dosage rate
- QPL product number

(i) **Water** - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

(j) **Plastic Concrete Tests** - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

(k) **For drilled shaft concrete, report the following additional information:**

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.

- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.
- (l) **Compressive Strength Test Results** - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.
- (m) **Strength Analysis** - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a).
- (n) **Quality Control Personnel** - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

02001.37 Trial Batch Costs - Delete this subsection.

SECTION 02040 - CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications modified as follows:

02040.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish admixtures from the QPL.

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

02050.20 Polyethylene Films - Delete the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

SECTION 02080 - GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

002080.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

02080.30 Keyway Grout - Replace the sentence that begins “Furnish keyway grout from the QPL...” with the following sentence:

Furnish keyway grout from the QPL.

02080.60 Structural Grout - Replace the sentence that begins “Furnish structural grout from the QPL...” with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

02080.70 UHPC Grout - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

SECTION 02110 - POSTS, BLOCKS, AND BRACES

Comply with Section 02110 of the Standard Specifications

SECTION 02120 - POLES AND PILING

Comply with Section 02120 of the Standard Specifications.

SECTION 02410 - CONCRETE PIPE

Comply with Section 02410 of the Standard Specifications modified as follows:

02410.10(a) End Designs - Replace this subsection, except for the subsection number and title, with the following:

Where rubber gasket joints are used, modify the design of the ends of the pipe sections according to ASTM C443 to accommodate rubber gaskets.

SECTION 02440 - JOINT MATERIALS

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

02440.20 Preformed Joint Seal - Replace this subsection, except for the subsection number, with the following:

02440.20 Strip Seal - Furnish strip seals from the QPL and conforming to ASTM D5973.

Add the following subsection:

02440.22 Preformed Compression Joint Seal - Furnish preformed compression joint seals from the QPL and conforming to the requirements of AASHTO M 297.

02440.30 Hot Poured Joint Filler - Replace the title of this subsection with “**Hot Applied Joint Sealant**”:

Replace this subsection with the following subsection:

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

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

- (a) **Preformed Flexible Joint Sealant** - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.
- (b) **Rubber Gaskets** - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

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

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

SECTION 02450 - MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps - Comply with the following:

Projects on State Highways		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306	Class 35 B
	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

All Other Projects		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Fabricate steps for manholes from structural steel having a minimum yield strength of 28,000 psi and galvanized according to AASHTO M 111 (ASTM A123).

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

SECTION 02510 - REINFORCEMENT

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

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

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

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

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

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

- Type 1 Mechanical Splices - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.
- Type 2 Mechanical Splices - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.
- Total slip displacement - Measure displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The displacement for bars up to No. 14 shall not exceed 0.01 inches. The displacement for No. 18 bar shall not exceed 0.03 inches.

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

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

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.10(b) Nuts - Replace this subsection, except for the subsection number and title, with following:

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

Plain (Noncoated) Bolts:

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex

- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

Galvanized Bolts:

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

02560.20(a) Bolts - Replace this subsection, except for the subsection number and title, with following:

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

Heavy Hex Head:

- ASTM F3125, Grade A325

Twist-Off:

- ASTM F3125, Grade F1852

02560.20(b) Nuts - Replace this subsection, except for the subsection number and title, with following:

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

Type 1 Plain (Noncoated) Bolts:

- All - Heavy hex ASTM A563, Grade C, D, or DH

Type 1 Galvanized Bolts:

- All - Heavy hex ASTM A563, Grade DH

Type 3 Bolts:

- All - Heavy hex ASTM A563, Grade C3 or DH3

02560.20(f) Lock-Pin and Collar Fasteners - Delete this subsection.

02560.30(c) Nuts - Replace this subsection, except for the subsection number and title, with following:

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A

Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:

- All - Heavy hex ASTM A563, Grade DH

02560.40 Galvanizing and Coating - Replace this subsection with the following subsection:

02560.40 Galvanizing and Coating:

- (a) **High Strength Fasteners** - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.
- (b) **Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners** - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overlap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.
- (c) Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.
- (d) **Direct Tension Indicators** - When specified, apply mechanically deposited zinc according to ASTM F959.
- (e) **Repair of Hot-Dip Galvanizing** - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

02560.60(b) Other Test Requirements - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

02560.70 Lubricating Fasteners - Replace this subsection, except for the subsection number and title, with 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. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

SECTION 02571 - ELASTOMERIC BEARING PADS

Comply with Section 02571 of the Standard Specifications.

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

SECTION 02690 - PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

- (a) **Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.
- (b) **Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

- (a) **Harmful Substances** - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	–	T 113	1.0
Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

(b) **Soundness** - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) **Durability** - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) **PCC Paving Aggregate** - In addition to requirements above, comply with the following:

(1) **Fracture** - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) **Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) **Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

- (2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2

Separated Sizes

Sieve Size 1" - No. 4 3/4" - No. 4 3/4" - 1/2" 3/4" - 3/8" 1/2" - No. 4 3/8" - No. 4

Percent Passing (by Weight)

1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

- (f) **Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-3

Gradation of Coarse Aggregates

	Combined*	Separated	Separated	Separated
Sieve Size	Sizes	Sizes	Sizes	Sizes
	1 1/2" - No. 4	1 1/2" - 3/4"	1" - No. 4	3/4" - 1/2"

Percent Passing (by Weight)

2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

	Separated	Separated or	Separated	Separated
Sieve Size	Sizes	Combined	Sizes	Sizes
	3/4" - 3/8"	Sizes	1/2" - No. 4	3/8" - No. 8
		3/4" - No. 4		

Percent Passing (by Weight)

1"	100	100	—	—
----	-----	-----	---	---

3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

2690.30 Fine Aggregates:

- (a) **Different Sources** - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.
- (b) **Harmful Substances** - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

- (c) **Soundness** - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.
- (d) **Organic Impurities** - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.
- (e) **Sand Equivalent** - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.
- (f) **Sand for Mortar** - Sand for mortar shall conform to the requirements of this Section
- (g) **Grading** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5
Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
------------	--------------------------------

3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than

0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

SECTION 02820 - METAL GUARDRAIL

Comply with Section 02820 of the Standard Specifications modified as follows:

02820.40 Guardrail Anchor Hardware - Replace the paragraph that begins "Provide cable and fittings..." with the following paragraph:

Provide cable and fittings for guardrail anchors that conform to the requirements of AASHTO M 30, Class A, for Type II cable. Galvanize all fittings according to AASHTO M 111 (ASTM A123).

02820.50 Acceptance of Materials - Replace this subsection, except for the subsection number and title, with the following:

Acceptance of metal guardrail Materials will be according to Section 00165.35.

SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

02926.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

In addition to all applicable portions of AASHTO "Roadway Lighting Design Guide" (2018) and "Recommended Practice for Lighting Roadway and Parking Facilities" (ANSI/IES, RP - 8, 2018), this Section includes the requirements for highway illumination installations.

02926.41(e) Photoelectric Relay - Replace the paragraph that begins "Power consumption shall be..." with the following paragraph:

Power consumption shall be less than 1 W. At the designated voltage, the photoelectric relay shall be capable of controlling a minimum HID or LED luminaire load of 1000 W. Minimum operating temperature range shall be from -40 °F to 150 °F.

02926.53(b)(1) Vertical Light Distributions - Replace this subsection, except for the subsection number and title, with the following:

Divide vertical light distributions into three groups: short (S), medium (M), and long (L). Classification of the three groups depends on the maximum candle power point within a grid area according to the ANSI/IES RP-8 (2018) publication.

02926.54(c) Submittals - Replace the paragraph that begins "Within 21 Calendar Days..." with the following paragraph:

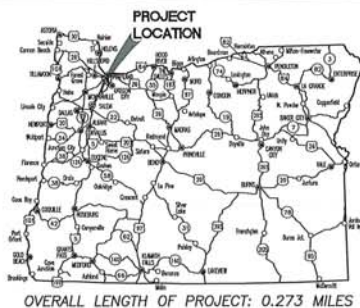
Within 21 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not begin LED luminaire installation before receiving written approval of submittals from the Engineer.

SECTION 03020 - EROSION MATERIALS

Comply with Section 03020 of the Standard Specifications modified as follows:

03020.90 Acceptance - Delete the bullet that begins "Quality compliance certification...".

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BROOKS\B2A SILVERTON RD\ROAD GRADING\BROOKS\B2A SILVERTON RD - GENERAL.DWG PLOTTED: 2020/08/13 4:58 PM



MARION COUNTY DEPARTMENT OF PUBLIC WORKS

PLANS FOR PROPOSED PROJECT
GRADING, STRUCTURES, AND PAVING

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

MARION COUNTY, AUGUST 2020

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAV08B
DESIGNED BY:	S. PREZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

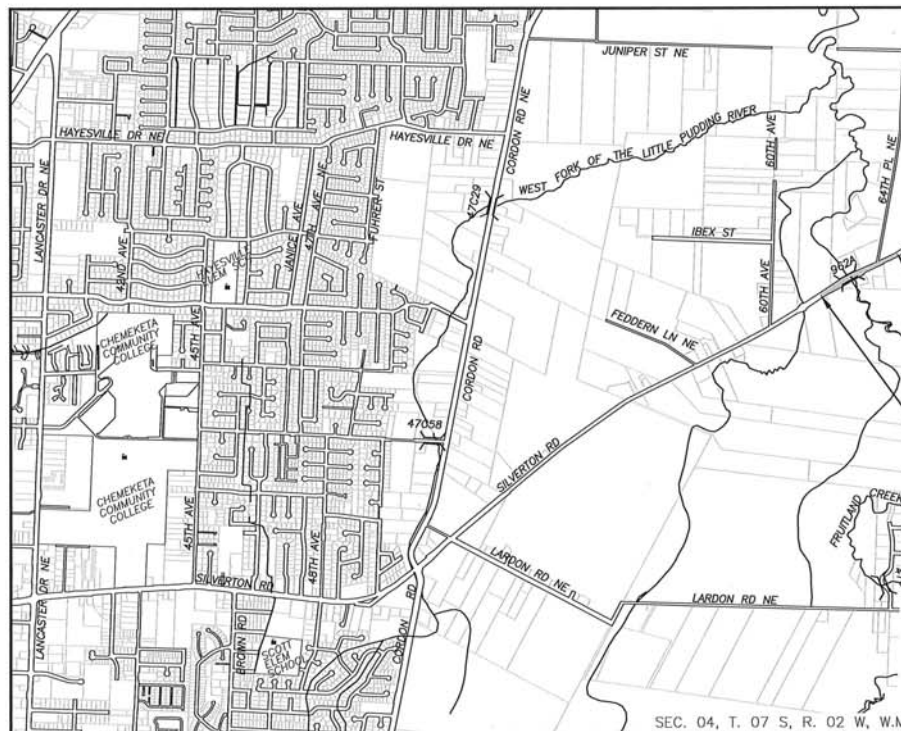
COVER
SHEET

SHEET:

A01

SHEET INDEX	
NO.	DESCRIPTION
GENERAL	
A01	COVER SHEET
A02	SHEET INDEX (CONT) & STD DWGS

ATTENTION:
OREGON LAW REQUIRES YOU TO FOLLOW
RULES ADOPTED BY THE OREGON UTILITY
NOTIFICATION CENTER. THOSE RULES ARE SET
FORTH IN OAR 952-001-0010 THROUGH OAR
952-001-0090. YOU MAY OBTAIN COPIES OF
THE RULES BY CALLING THE CENTER.
(NOTE: THE TELEPHONE NUMBER FOR THE
OREGON UTILITY CENTER IS (503) 232-1987)



SCALE: N.T.S.
BRIDGE NUMBER: 23918

THESE PLANS WERE DEVELOPED USING AASHTO DESIGN STANDARDS.
EXCEPTIONS TO THESE STANDARDS, IF ANY, HAVE BEEN SUBMITTED
AND APPROVED BY THE COUNTY ENGINEER.

APPROVING AUTHORITY:

Brian Nicholas 8/14/2020
SIGNATURE AND DATE

BRIAN NICHOLAS, DIRECTOR
PRINT NAME AND TITLE

ODOT STANDARD DRAWING LIST
BR165 – BRIDGE END PANEL
BR200 – CONCRETE BRIDGE RAIL TYPE "F"
BR203 – TRANSITION CONCRETE BRIDGE RAIL TO GUARDRAIL
BR256 – PEDESTRIAN RAIL ON TYPE "F" CONCRETE BRIDGE RAIL
BR310 – BULB-T (PRECAST PRESTRESSED CONCRETE GIRDERS)
RD100 – MAILBOX SUPPORTS
RD101 – MAILBOX INSTALLATION
RD300 – TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS
RD339 – PIPE TO STRUCTURE CONNECTIONS
RD365 – FRAMES & GRATES FOR CONCRETE INLETS
RD370 – DITCH INLET TYPE D
RD399 – STORMWATER TREATMENT AND STORAGE FACILITY FIELD MARKERS
RD400 – GUARDRAIL AND METAL MEDIAN BARRIER
RD410 – THRIE BEAM GUARDRAIL TRANSITION
RD415 – GUARDRAIL AND METAL MEDIAN BARRIER PARTS
RD420 – NON-FLARED ENERGY-ABSORBING TERMINAL
RD441 – 31" GUARDRAIL INSTALLATION AT BRIDGE ENDS
RD450 – GUARDRAIL ANCHORS (STEEL)
RD482 – 31" GUARDRAIL TYPE 3
RD701 – DRAINAGE CURBS
RD1015 – INLET PROTECTION TYPE 4
RD1032 – SEDIMENT BARRIER TYPE 8
RD1040 – SEDIMENT FENCE
RD1070 – CONCRETE TRUCK WASHOUT
TM200 – SIGN INSTALLATION DETAILS
TM500 – PAVEMENT MARKING STANDARD DETAIL BLOCKS
TM502 – PAVEMENT MARKING STANDARD DETAIL BLOCKS
TM503 – PAVEMENT MARKING STANDARD DETAIL BLOCK
TM515 – PAVEMENT MARKERS
TM517 – RECESSED PAVEMENT MARKERS
TM521 – DURABLE & HIGH-PERFORMANCE PAVEMENT MARKINGS SURFACE & GROOVE INSTALLED NON-PROFILED
TM530 – INTERSECTION PAVEMENT MARKINGS (CROSSWALK, STOP BAR, BIKE LANE STENCIL)
TM560 – ALIGNMENT LAYOUT: GENERAL
TM670 – WOOD POST SIGN SUPPORTS
TM800 – TABLES, ABRUPT EDGE AND PCMS DETAILS
TM820 – TEMPORARY BARRICADES
TM821 – TEMPORARY SIGN SUPPORTS
TM841 – INTERSECTION WORK ZONE DETAILS
TO VIEW AND DOWNLOAD ODOT STD DWGS VISIT:
WWW.OREGON.GOV/ODOT/ENGINEERING/PAGES/STANDARDS.ASPX
DRAWINGS EFFECTIVE 12/1/19

SHEET INDEX	
NO.	DESCRIPTION
GENERAL	
A01	COVER SHEET
A02	SHEET INDEX AND STANDARD DRAWINGS
A03	DRAWING LEGEND
A04	ALIGNMENT SUMMARY AND SURVEY CONTROL
B01	ROADWAY TYPICAL SECTIONS
B02	FLOW CONTROL STRUCTURE DETAILS
B03	DITCH AND SWALE DETAILS
B04	MISCELLANEOUS DETAILS
ROAD CONSTRUCTION	
C00	SILVERTON RD CONSTRUCTION PLAN KEY MAP
C01	SILVERTON RD CONSTRUCTION PLAN 1
C02	SILVERTON RD CONSTRUCTION PLAN 2
C03	SILVERTON RD CONSTRUCTION PLAN 3
C04	DETOUR INTERSECTIONS CONSTRUCTION PLAN
DRAINAGE & UTILITIES	
D00	STORM DRAINAGE PLAN KEY MAP
D01	NORTHWEST DITCH PLAN
D02	SOUTHWEST DITCH PLAN
D03	NORTHEAST DITCH PLAN 1
D04	NORTHEAST DITCH PLAN 2
D05	SOUTHEAST DITCH PLAN 1
D06	SOUTHEAST DITCH PLAN 2
DRIVEWAYS & APPROACHES	
DW00	DRIVEWAY PLAN KEY MAP
DW01	DRIVEWAY 1 PLAN
DW02	DRIVEWAY 2 PLAN
DW03	DRIVEWAY 3 PLAN
DW04	DRIVEWAY 4 PLAN
DW05	DRIVEWAY 5 PLAN
DW06	DRIVEWAY 6 PLAN
DW07	64TH PLACE PLAN
ENVIRONMENTAL	
E01	EROSION CONTROL PLAN – PHASE 1
E02	EROSION CONTROL PLAN – PHASE 2
E03	PLANTING PLAN

SHEET INDEX	
NO.	DESCRIPTION
TRAFFIC CONTROL	
TC01	DETOUR SIGNING LEGEND
TC02	DETOUR PLAN
TC03	DETOUR PLAN ENLARGEMENTS 1
TC04	DETOUR PLAN ENLARGEMENTS 2
SS01	SILVERTON RD SIGNING AND STRIPING PLAN
SS02	SILVERTON RD SIGNING LEGEND
SS03	TEMPORARY SIGNAL INTERSECTION STRIPING PLAN
BRIDGE STRUCTURE	
J01	PLAN AND ELEVATION
J02	GENERAL NOTES
J03	FOUNDATION DATA
J04	FOUNDATION DATA
J05	FOUNDATION PLAN AND DETAILS
J06	DRILLED SHAFT DETAILS
J07	TYPICAL SECTION AND DECK PLAN
J08	BENT 2 PLAN AND ELEVATION
J09	BENT DETAILS
J10	WINGWALL DETAILS
J11	PRESTRESSED BEAM DETAILS
J12	RETAINING WALL PLAN
J13	RETAINING WALL ELEVATIONS
J14	RETAINING WALL DETAILS
TEMPORARY SIGNAL	
TS01	SIGNAL LEGEND
TS02	SILVERTON AND HOWELL PRAIRIE TEMPORARY SIGNAL PLAN
TS03	SILVERTON AND HOWELL PRAIRIE DETECTION PLAN
TS04	CORDON AND HAZELGREEN TEMPORARY SIGNAL PLAN
TS05	CORDON AND HAZELGREEN DETECTION PLAN
TS06	SIGNAL DETAILS 1
TS07	SIGNAL DETAILS 2

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

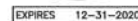
PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
SITE NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

SHEET INDEX AND STANDARD DRAWINGS

SHEET:

A02



SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

TITEL:

DRAWING LEGEND

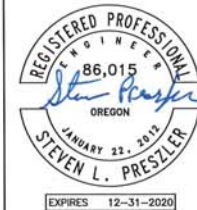
A03

DRAWING LEGEND

[illegible]

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BRIDGE\BRIDGE\ROADWAY\DETAILS.DWG PLOTTED: 2020/08/13 4:58 PM

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

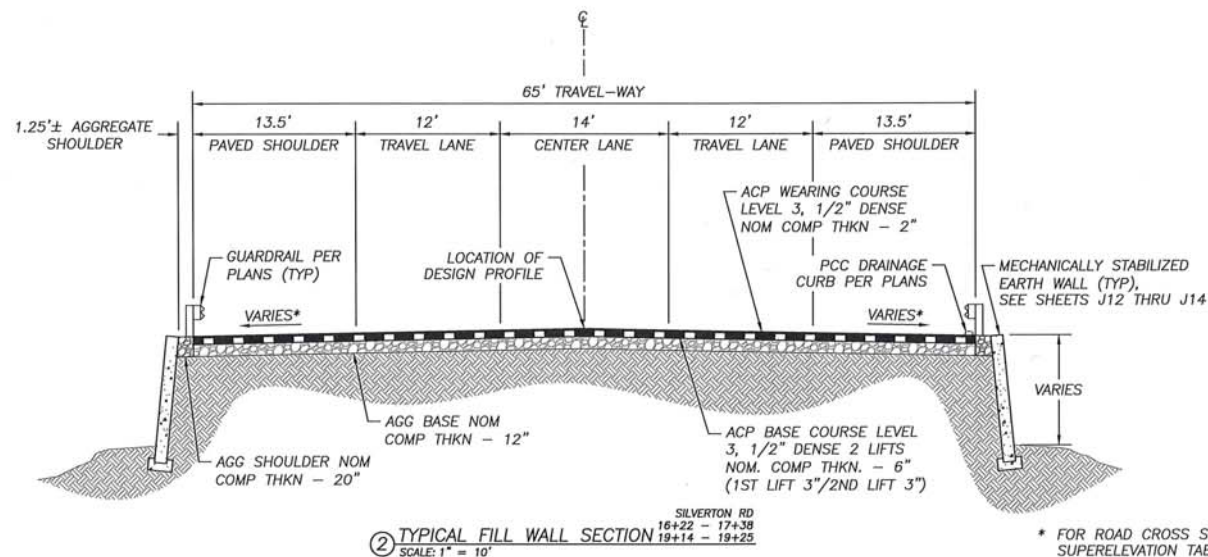
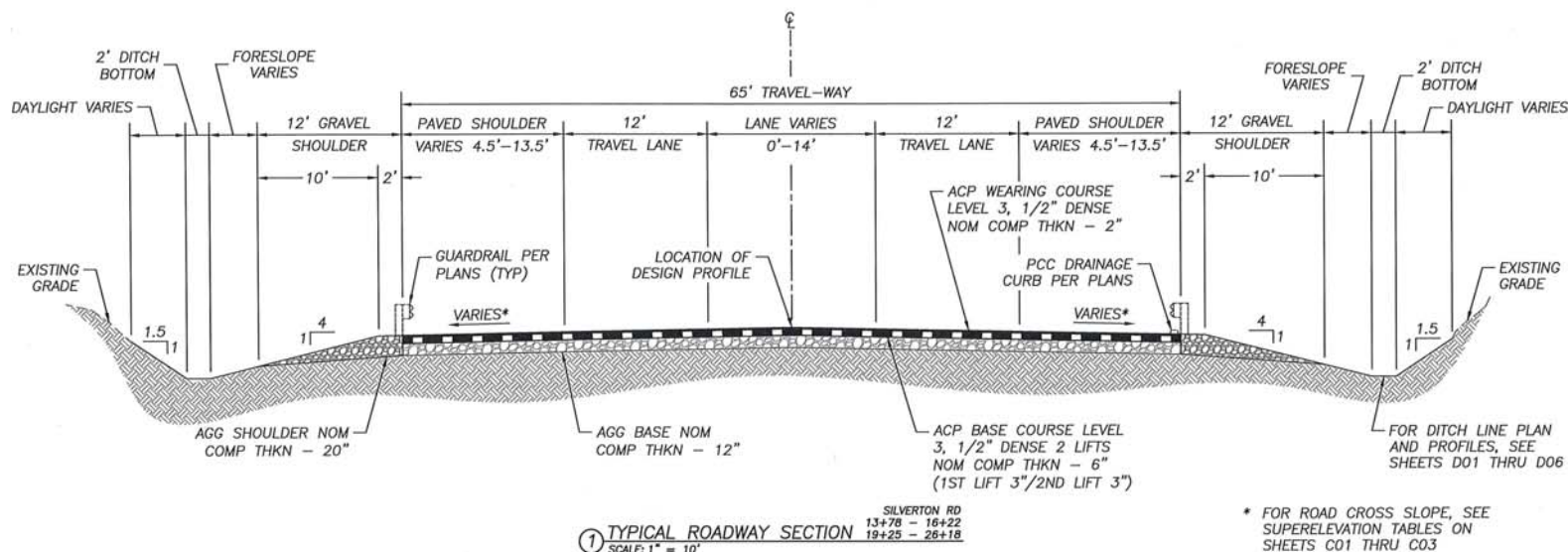
SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

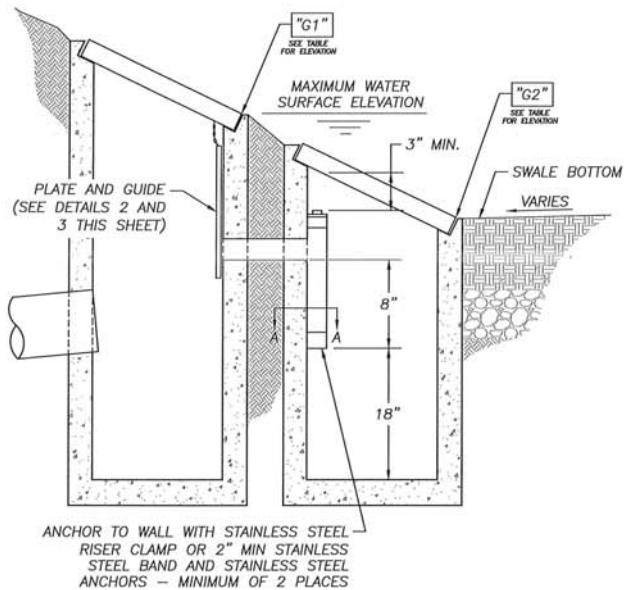
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.: 103862
ECMS NO.: 2020-451
FED. PROJ. NO.: BR-C047(077)
KEY NO.: 18410
ROAD NO.: 28-050
HORZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: S. PRESZLER
DRAWN BY: P. COLLIFLOWER

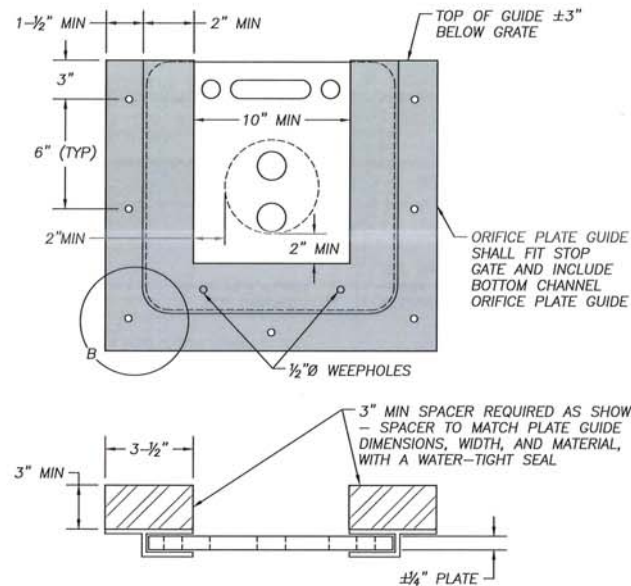
TITLE:
ROADWAY
TYPICAL
SECTIONS

SHEET:
B01

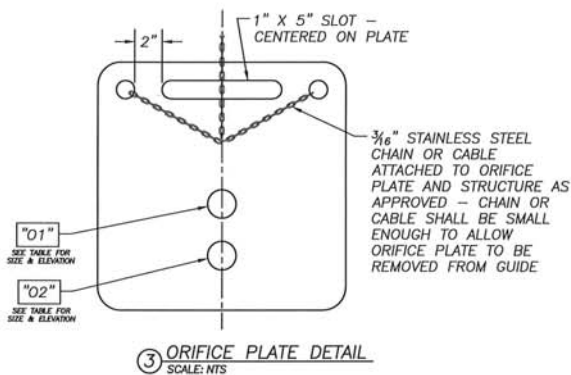




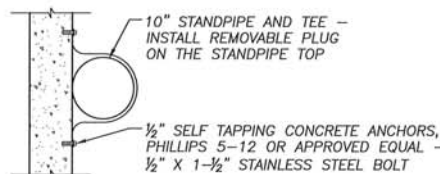
① FLOW CONTROL STRUCTURE DETAIL
SCALE: NTS



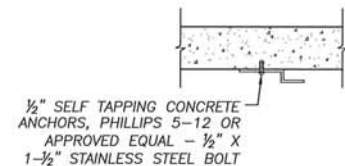
② ORIFICE GUIDE DETAIL
SCALE: NTS



③ ORIFICE PLATE DETAIL
SCALE: NTS



SECTION A-A
SCALE: NTS



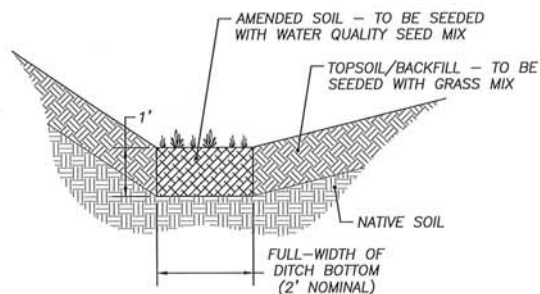
DETAIL B
SCALE: NTS

NOTES:

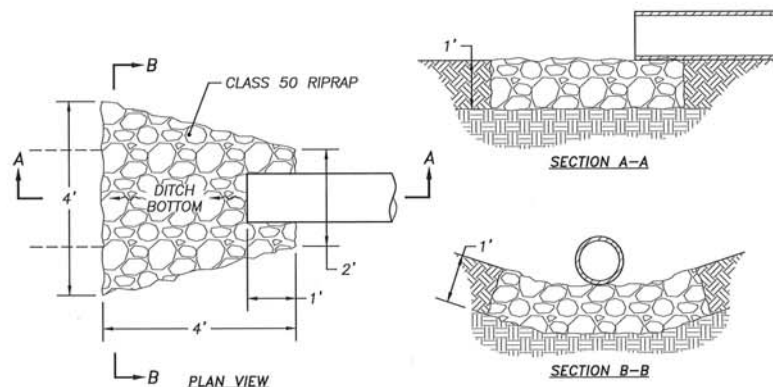
1. WALL SECTIONS AND INTERIOR DIMENSIONS IN ACCORDANCE WITH ODOT STD DWG RD370
2. FRAME AND GRATE PER ODOT STD DWG RD365
3. ORIFICE PLATE AND GUIDE TO BE MANUFACTURED FROM 1/2" HDPE OR 1/4" STAINLESS STEEL

FLOW CONTROL STRUCTURE DATA TABLE						
FLOW CONTROL STRUCTURE NO	G1 ELEVATION	O1		O2		G2 ELEVATION
		ELEV	SIZE	ELEV	SIZE	
1	157.78	157.78	2.0"	159.11	6.0"	160.28
2	177.89	177.89	2.0"	178.25	3.0"	179.38
3	192.25	192.25	2.0"	192.76	2.4"	194.00

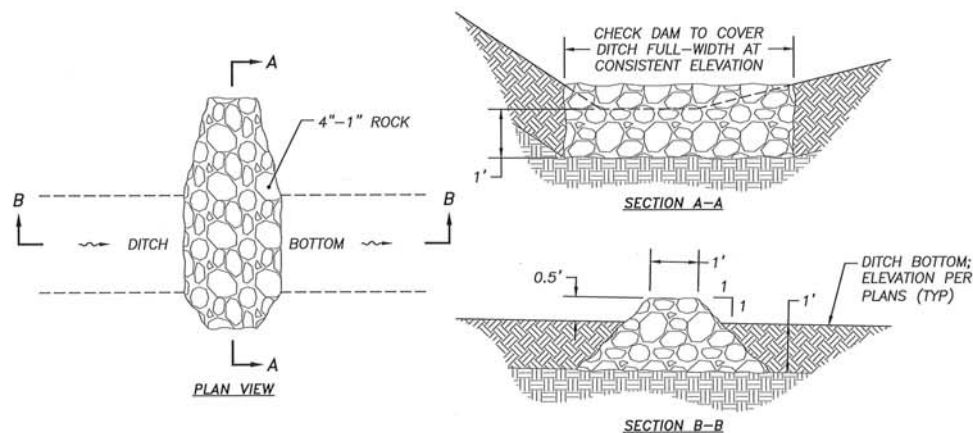
FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BRIDGE\BRIDGE\ROADWAY DETAILS.DWG PLOTTED: 2020/08/13 4:59 PM



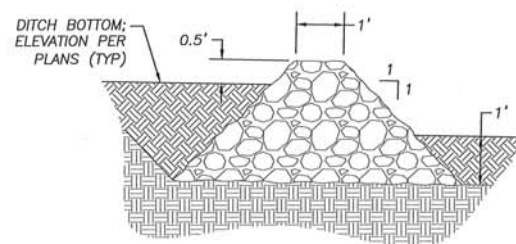
① WATER QUALITY SWALE DETAIL
SCALE: N.T.S.



② RIPRAP OUTFALL DETAIL
SCALE: N.T.S.



③ CHECK DAM DETAIL
SCALE: N.T.S.



④ STEPPED CHECK DAM DETAIL
SCALE: N.T.S.

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

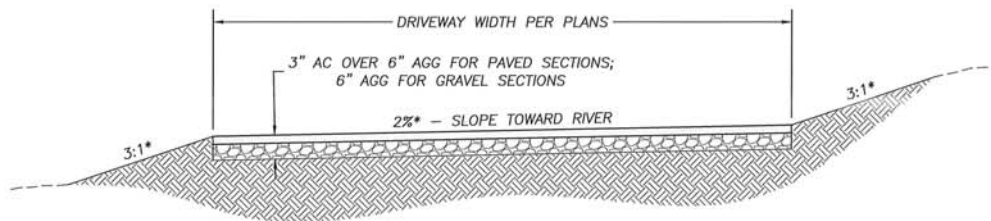
TITLE:

DITCH AND
SWALE DETAILS

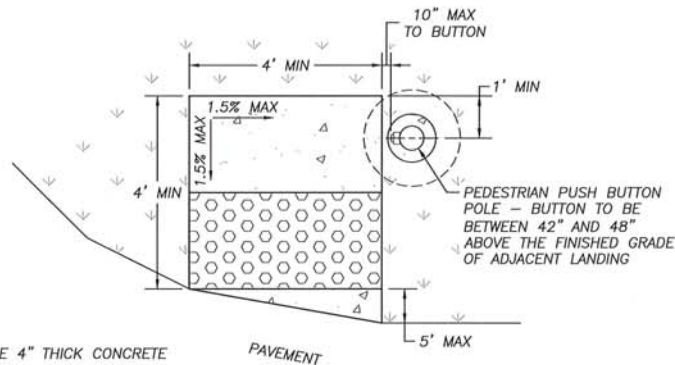
SHEET:

B03

* DIMENSION TYPICAL - SEE PLANS FOR VARIANCE

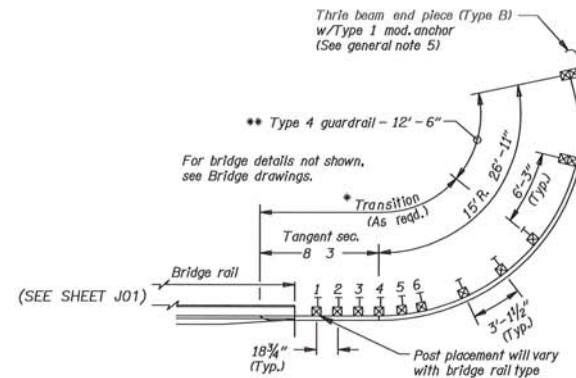


① DRIVEWAY SECTION
SCALE: N.T.S.



NOTE: LANDING TO BE 4" THICK CONCRETE
OVER 2" OF 3/4"-0 CRUSHED AGGREGATE

② PEDESTRIAN PUSH BUTTON LANDING DETAIL
SCALE: N.T.S.



GENERAL NOTES:

1. For transition details, see appropriate bridge standard drawings. Eliminate thrie beam to W-beam rail element when type 4 rail is used.
2. Place radius identification plate (For details, see drg. no. RD415).
3. Shop fabricate all radius rail to dimensions shown (14'-9" radius is min. allowable for thrie beam rail).
4. Rail elements:
 - * Thrie beam rail; 2 - 12 gauge rail elements
 - ** Thrie beam rail; 1 - 12 gauge rail element
5. Anchor and end piece shown are to be used only for private driveways/approach roads. An approved end treatment is required on public roadways.

③ TYPE 4 APPROACH RAIL
SCALE: N.T.S.

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

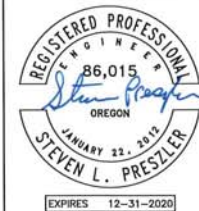
PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	28-050
HORIZ. DATUM:	OCHS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

MISCELLANEOUS
DETAILS

SHEET:

B04



MARION COUNTY

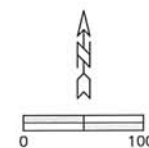
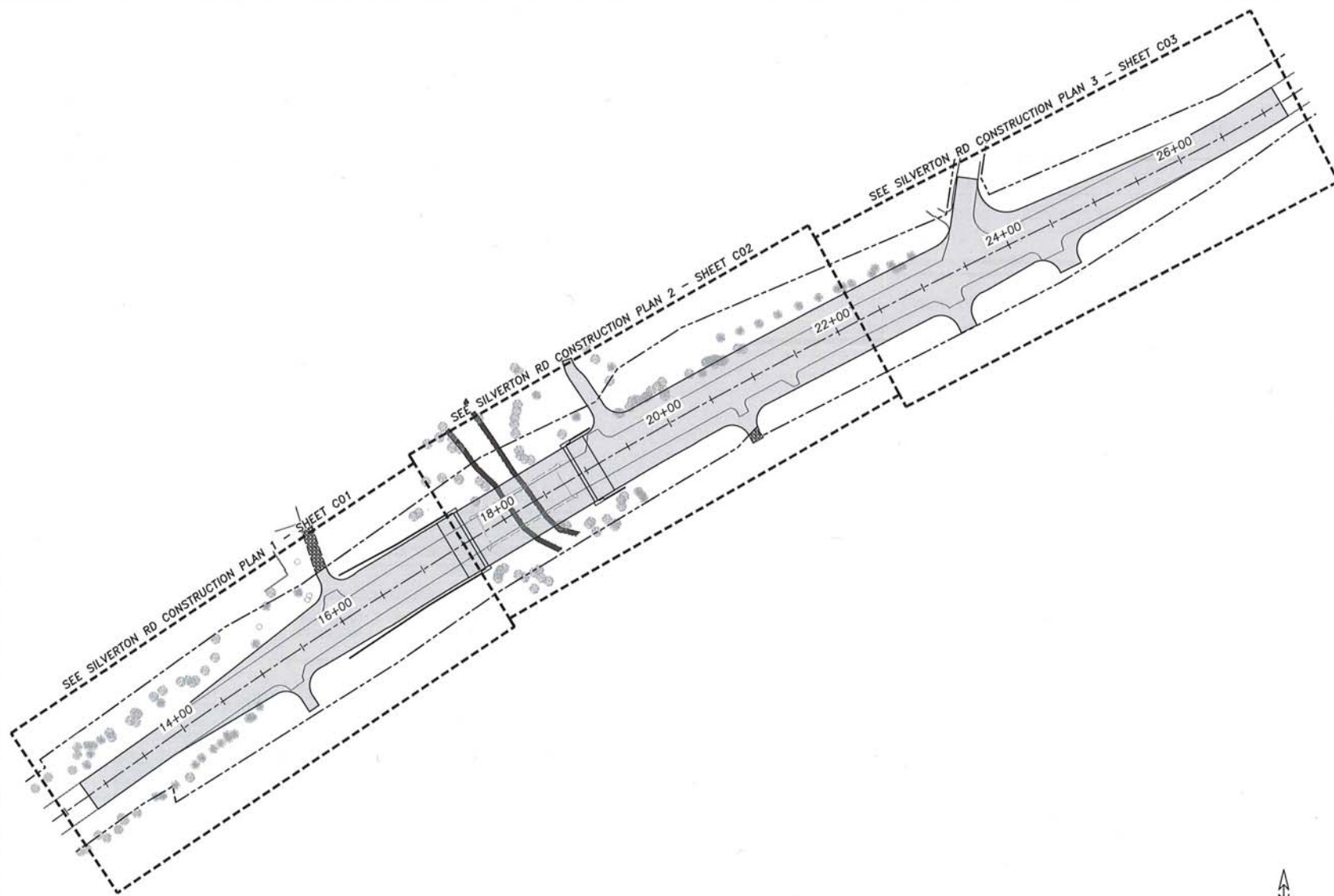
SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

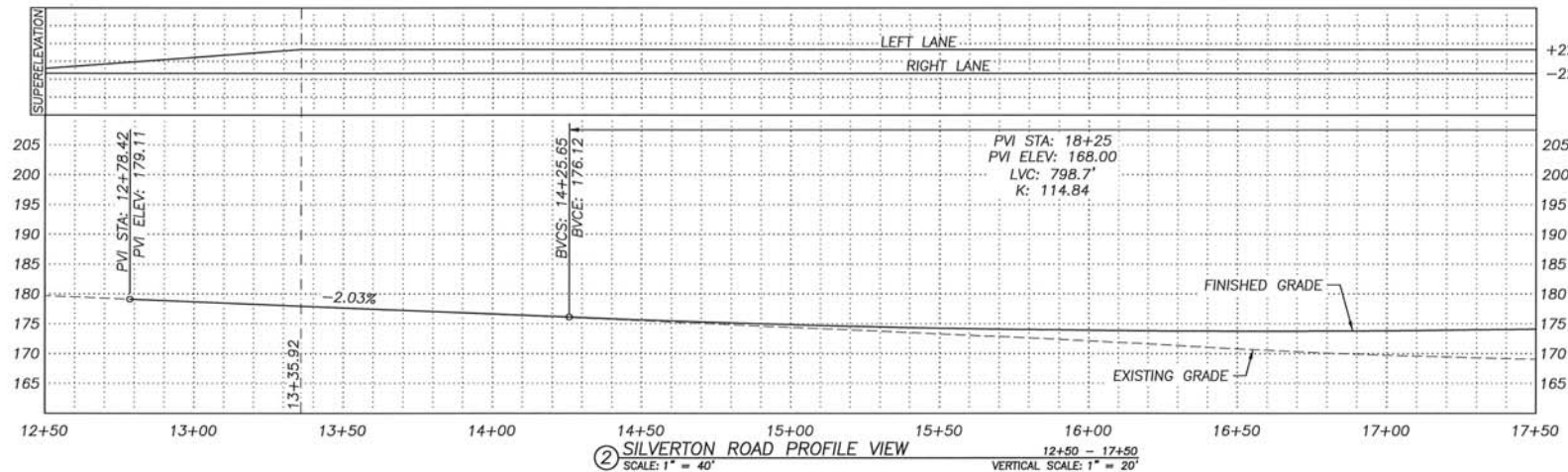
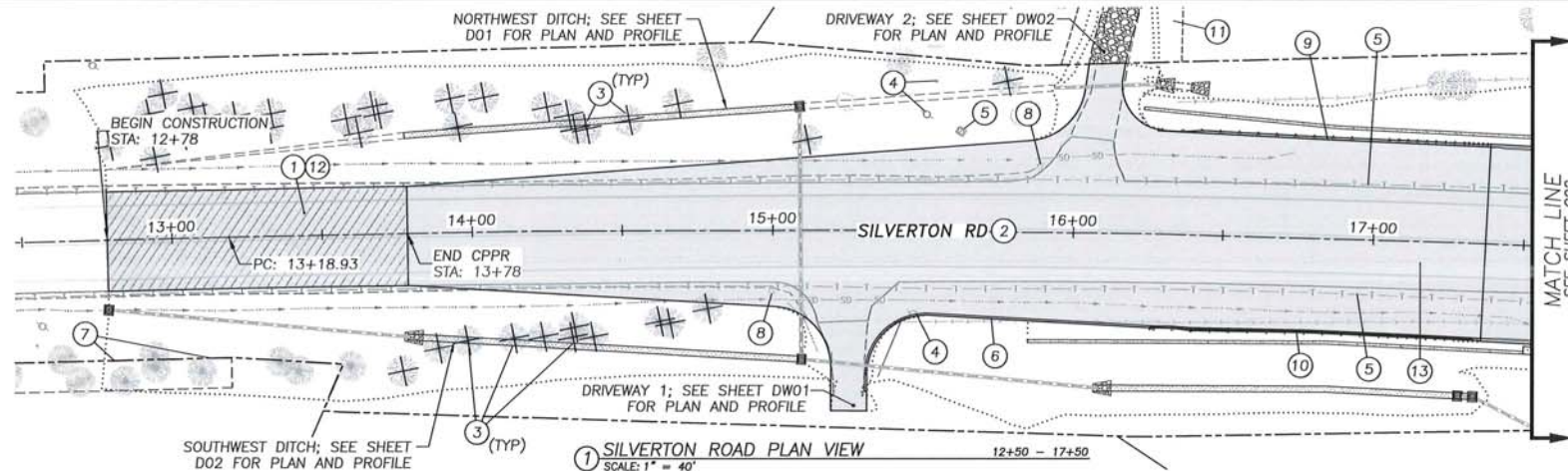
PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
SITE NO.:	26-050
HORIZ. DATUM:	CCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:
SILVERTON RD
CONSTRUCTION
PLAN KEY MAP

SHEET: C00

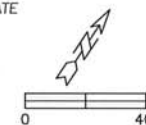


FILE: G:\ENGINEERING\PROJECTS\CENTRAL PROJECTS\BROCKERS\SILVERTON RD\ROADWAY\BROCKERS\SILVERTON RD\ROADWAY PLANS.DWG PLOTTED: 2020/06/13 4:59 PM



CONSTRUCTION NOTES

- ① 0-2" CP - STA 12+78 TO 13+78
- ② CONSTRUCT ROAD IMPROVEMENTS (SEE TYPICAL SECTION SHT BA01)
- ③ REMOVE TREES UNDER CLEARING AND GRUBBING
- ④ EXISTING POWER POLES AND GUYS TO BE RELOCATED BY OTHERS
- ⑤ EXISTING TELEPHONE/COMM LINES TO BE RELOCATED BY OTHERS
- ⑥ CONSTRUCT EXTRUDED PCC DRAINAGE CURB AS SHOWN STA 15+33 - 17+37 (SEE ODOT STD DWG RD701)
- ⑦ INSTALL ORANGE MESH FENCING AT SOUTHERLY ROW LINE, PROTECT TREES - STA 12+75 TO 13+75
- ⑧ RELOCATE MAILBOX TO NEW SUPPORT AT EX CL STA, 10' MIN OFF FROM TRAVEL LANE - 2 EA (SEE ODOT STD DWGS RD100, RD101)
- ⑨ STA 16+30 TO 17+39
CONST GUARDRAIL TRANSITION - 1 EA
CONST 31" GUARDRAIL - 12.5' (TYPE 3)
CONST 31" GUARDRAIL - 25' (TYPE 2A)
CONST GUARDRAIL TERMINAL, ENERGY ABSORBING - 1 EA
W=1.0', E=0.0', L=50', TL=4
(SEE ODOT STD DWGS RD400, RD420, RD441, RD482, BR203 AND SHEET J01)
- ⑩ STA 16+29 TO 17+38
CONST GUARDRAIL TRANSITION - 1 EA
CONST 31" GUARDRAIL - 12.5' (TYPE 3)
CONST 31" GUARDRAIL - 25' (TYPE 2A)
CONST GUARDRAIL TERMINAL, ENERGY ABSORBING - 1 EA
W=1.0', E=0.0', L=50', TL=4
- ⑪ SET T-POST Scribed AT EL 164.43 - COORDINATE LOCATION WITH LAND OWNER
- ⑫ 2"-0 TEMP CACP - STA 12+78 TO 13+78
- ⑬ 0-2" TEMP CACP - 16+40 TO 17+40



FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
86,015
Steven L. Preszler
OREGON
JANUARY 22, 2013
EXPIRES 12-31-2020

MARION COUNTY

**SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT**

DEPARTMENT OF PUBLIC WORKS

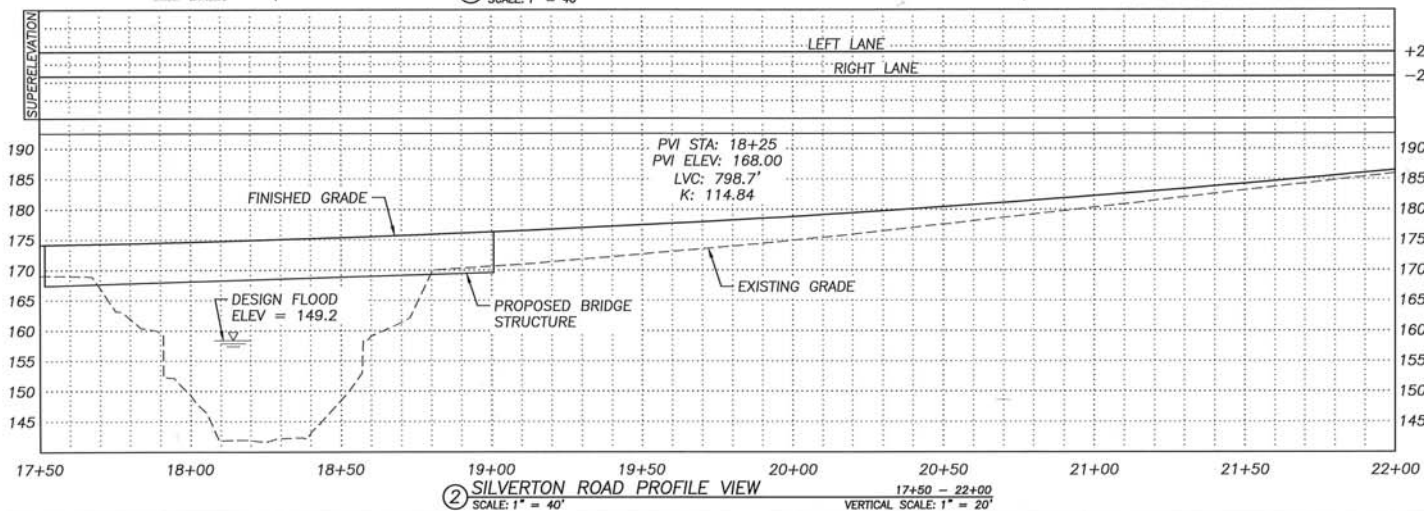
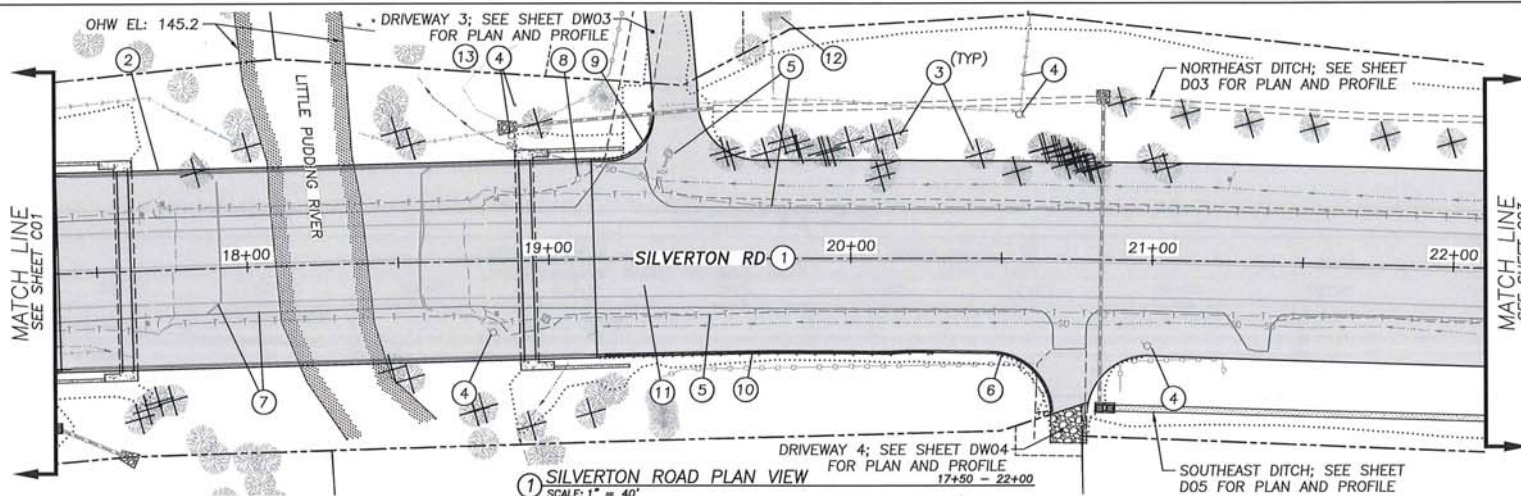
PROJECT NO.:	103962
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-CO47(077)
KEY NO.:	18410
ROAD NO.:	28-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

**SILVERTON RD
CONSTRUCTION
PLAN 1**

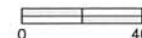
SHEET:

C01

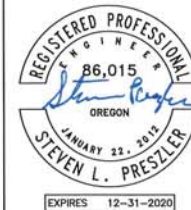


CONSTRUCTION NOTES

- ① CONSTRUCT ROAD IMPROVEMENTS
- ② CONSTRUCT REPLACEMENT BRIDGE (SEE BRIDGE SHEETS J01 TO J14)
- ③ REMOVE TREES UNDER CLEARING AND GRUBBING
- ④ EXISTING POWER POLES AND GUYS TO BE RELOCATED BY OTHERS
- ⑤ EXISTING TELEPHONE/COMM LINES TO BE RELOCATED BY OTHERS
- ⑥ CONSTRUCT EXTRUDED PCC DRAINAGE CURB STA 19+15 - 20+64
- ⑦ REMOVE EXISTING BRIDGE STRUCTURE NO 962A, ABUTMENTS, AND RETAINING WALLS
- ⑧ RELOCATE MAILBOX TO NEW SUPPORT AT EX CL STA, 10' MIN OFF FROM TRAVEL LANE - 1 EA (SEE ODOT STD DWG RD100, RD101)
- ⑨ STA 19+14 TO 19+34 CONST BRIDGE RAIL END PROTECTION - 1 EA (TYPE 4 RAIL) THRIE BEAM END PIECE (TYPE B), TYPE 1 MODIFIED ANCHOR (SEE DETAIL SHT B04 & ODOT STD DWGS RD415, RD450)
- ⑩ STA 19+15 TO 20+24 CONST GUARDRAIL TRANSITION - 1 EA CONST 31" GUARDRAIL - 12.5' (TYPE 3) CONST 31" GUARDRAIL - 25' (TYPE 2A) CONST GUARDRAIL TERMINAL, ENERGY ABSORBING - 1 EA W=1.0', E=0.0', L=50', TL=4
- ⑪ 2"-0 TEMP CACP - STA 19+15 TO 20+15
- ⑫ LIMB AND TOP TREE TO 10' ABOVE GRADE
- ⑬ SET T-POST SCRIBED AT EL 164.43 - COORDINATE LOCATION WITH LAND OWNER



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

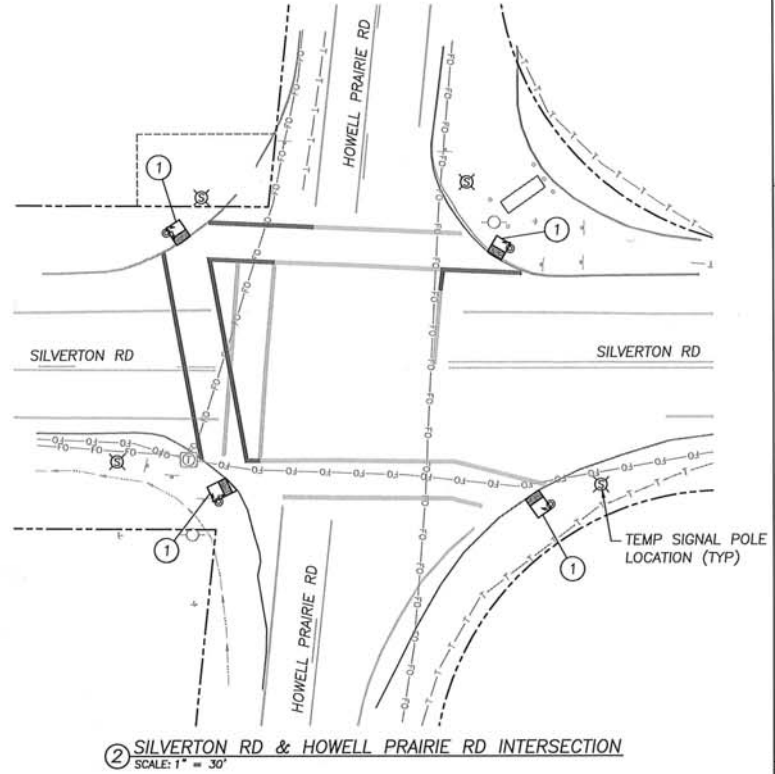
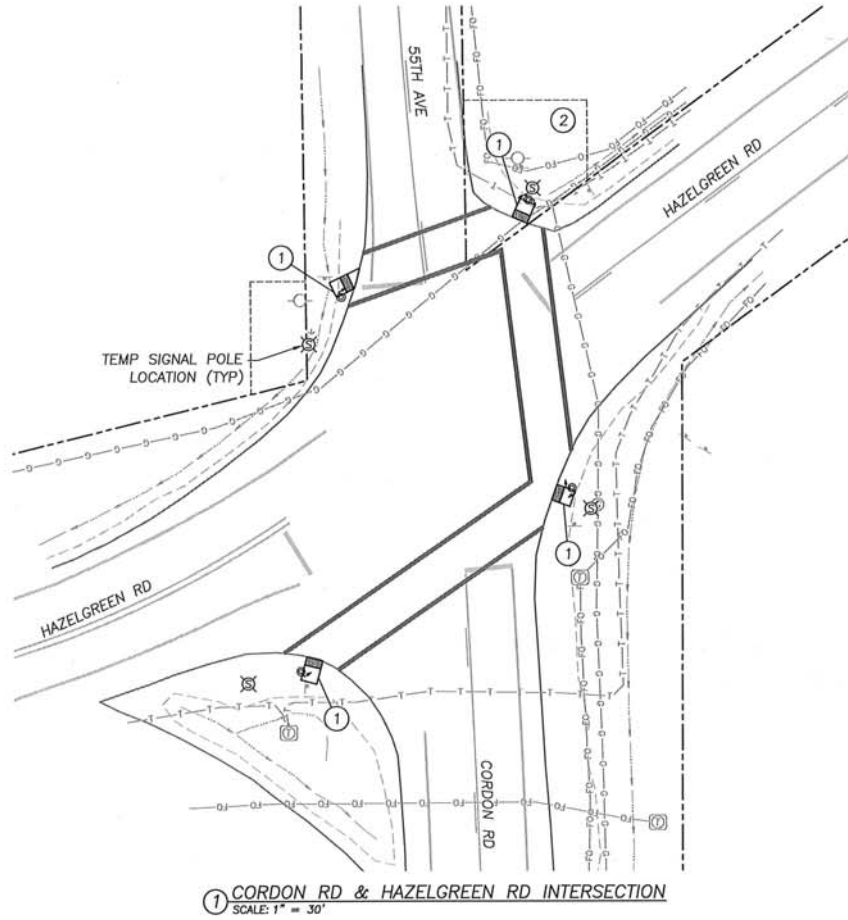
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:
**SILVERTON RD
CONSTRUCTION
PLAN 2**

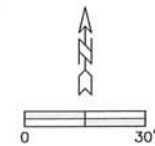
SHEET:
C02

TITLE:	SILVERTON RD CONSTRUCTION PLAN 3
SHEET:	C03



CONSTRUCTION NOTES

- 1 CONSTRUCT ACCESSIBLE LANDING FOR PEDESTRIAN PUSH-BUTTONS (SEE DETAIL SHT B04)
- 2 PROTECT EXISTING FENCE, MAINTAIN CONTINUOUS ENCLOSURE



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

**SILVERTOWN RD: LITTLE PUDDING
RIVER BR REPLACEMENT**

MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	28-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

DETOUR
INTERSECTIONS
CONSTRUCTION
PLAN

SHEET:

C04

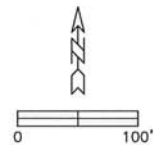


DEPARTMENT OF PUBLIC WORKS

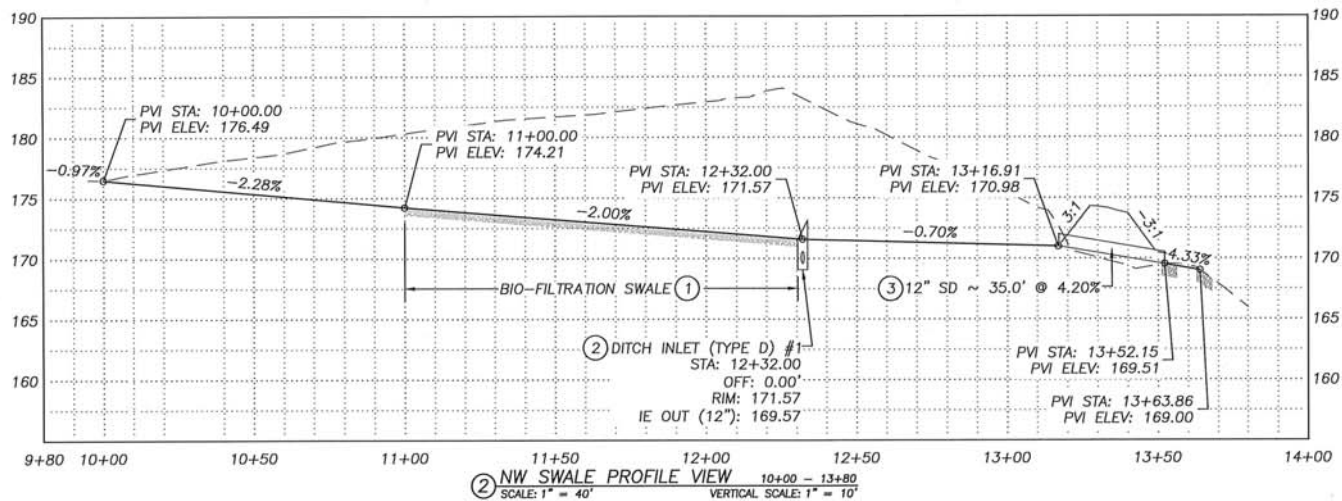
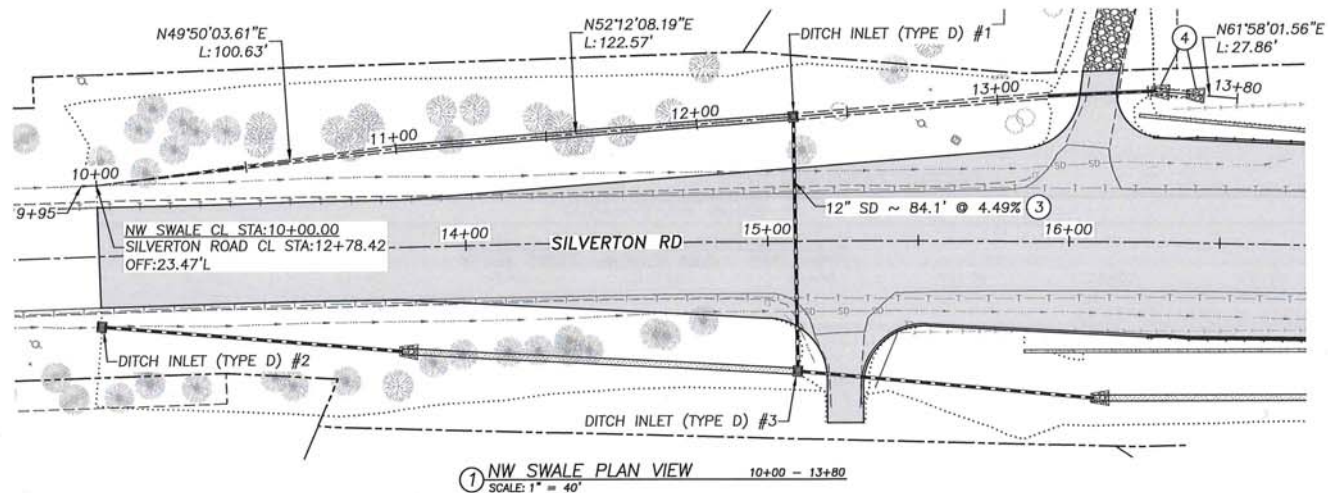
TITLE:

SHEET:

D00



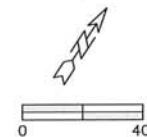
FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BRIDGE\BRIDGE\SILVERTON RD\SWALE\PLANS.DWG PLOTTED: 2022/09/13 5:01 PM



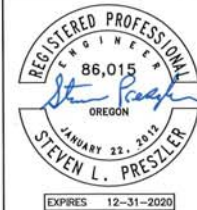
CONSTRUCTION NOTES

- ① CONSTRUCT BIO-FILTRATION SWALE STA 11+00 TO 12+32
CONSTRUCT CHECK DAMS AT 50' O.C.
(SEE DETAIL SHT B03)
- ② INSTALL DITCH INLET TYPE D
(SEE ODOT STD DWG RD370)

- ③ INSTALL 12" STORM DRAIN PIPE
(SEE ODOT STD DWG RD300)
 - ④ INSTALL RIPRAP OUTFALL
(SEE DETAIL SHT B03)
- NOTE: CONSTRUCT DITCHES PER
ROADWAY TYPICAL SECTION ON SHT
B01 UNLESS OTHERWISE SPECIFIED



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103662
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

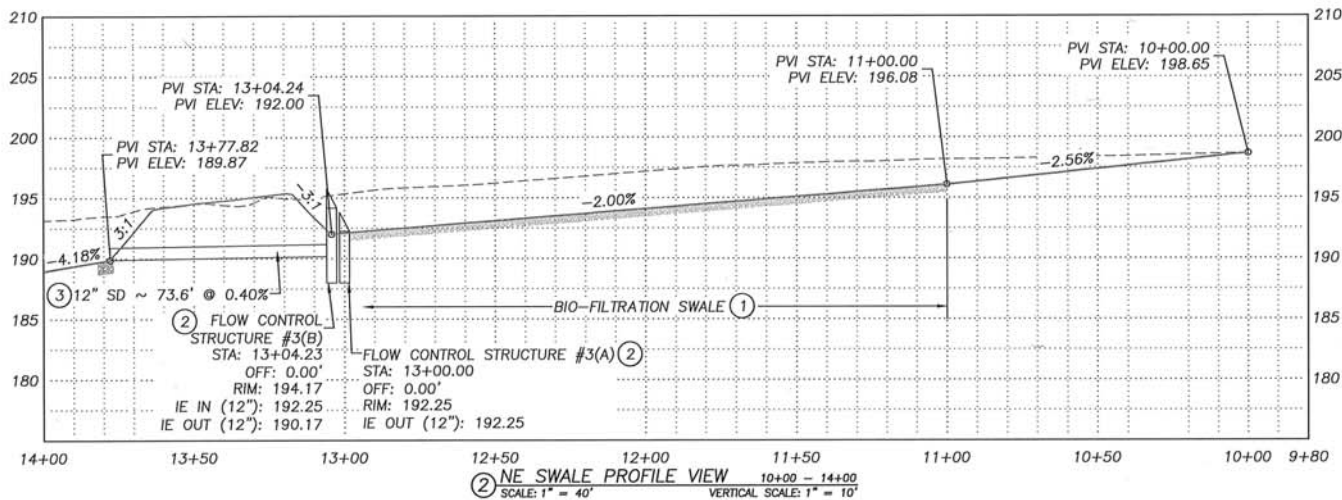
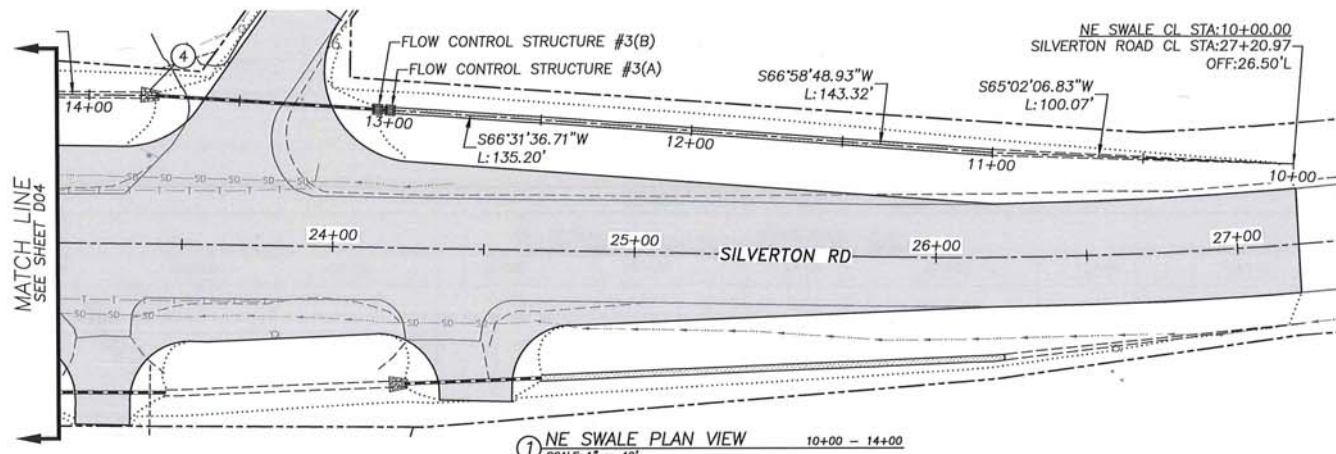
TITLE:

NORTHWEST
DITCH PLAN

SHEET:

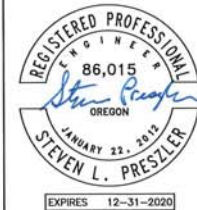
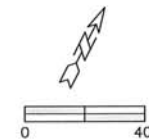
D01

SHEET: D02



CONSTRUCTION NOTES

- 1 CONSTRUCT BIO-FILTRATION SWALE STA 11+00 TO 13+00
CONSTRUCT CHECK DAMS AT 50' O.C.
(SEE DETAIL SHT B03)
 - 2 INSTALL FLOW CONTROL STRUCTURE
(SEE DETAIL SHT B02)
 - 3 INSTALL 12" STORM DRAIN PIPE
(SEE ODOT STD DWG RD300)
 - 4 INSTALL RIPRAP OUTFALL
(SEE DETAIL SHT B03)
- NOTE: CONSTRUCT DITCHES PER
ROADWAY TYPICAL SECTION ON SHT
B01 UNLESS OTHERWISE SPECIFIED



SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

MARION COUNTY

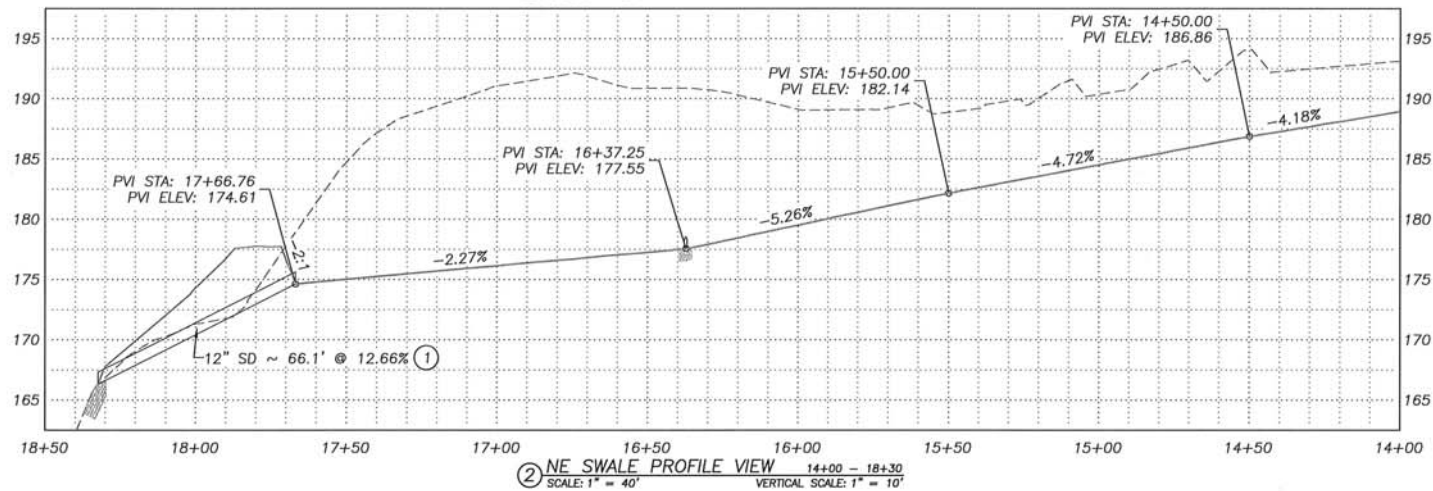
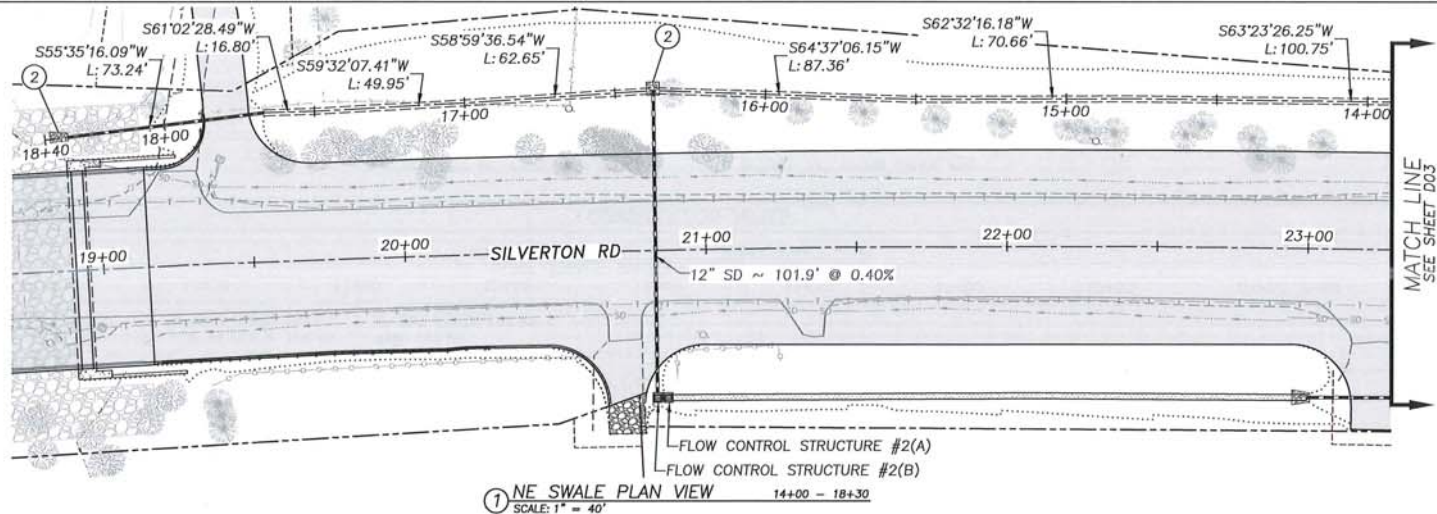
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103662
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLFLOWER

TITLE:
NORTHEAST
DITCH
PLAN 1

SHEET:
D03

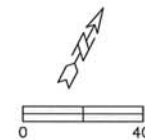
FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BROGERS\BROGERS\SILVERTON RD\CAO\DRAWING\BROGERS\SILVERTON RD SWALE PLAN.DWG PLOTTED: 2020/08/13 5:02 PM



CONSTRUCTION NOTES

- ① INSTALL 12" STORM DRAIN PIPE
(SEE ODOT STD DWG RD300)
- ② INSTALL RIPRAP OUTFALL
(SEE DETAIL SHT B03)

NOTE: CONSTRUCT DITCHES PER
ROADWAY TYPICAL SECTION ON SHT
B01 UNLESS OTHERWISE SPECIFIED



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

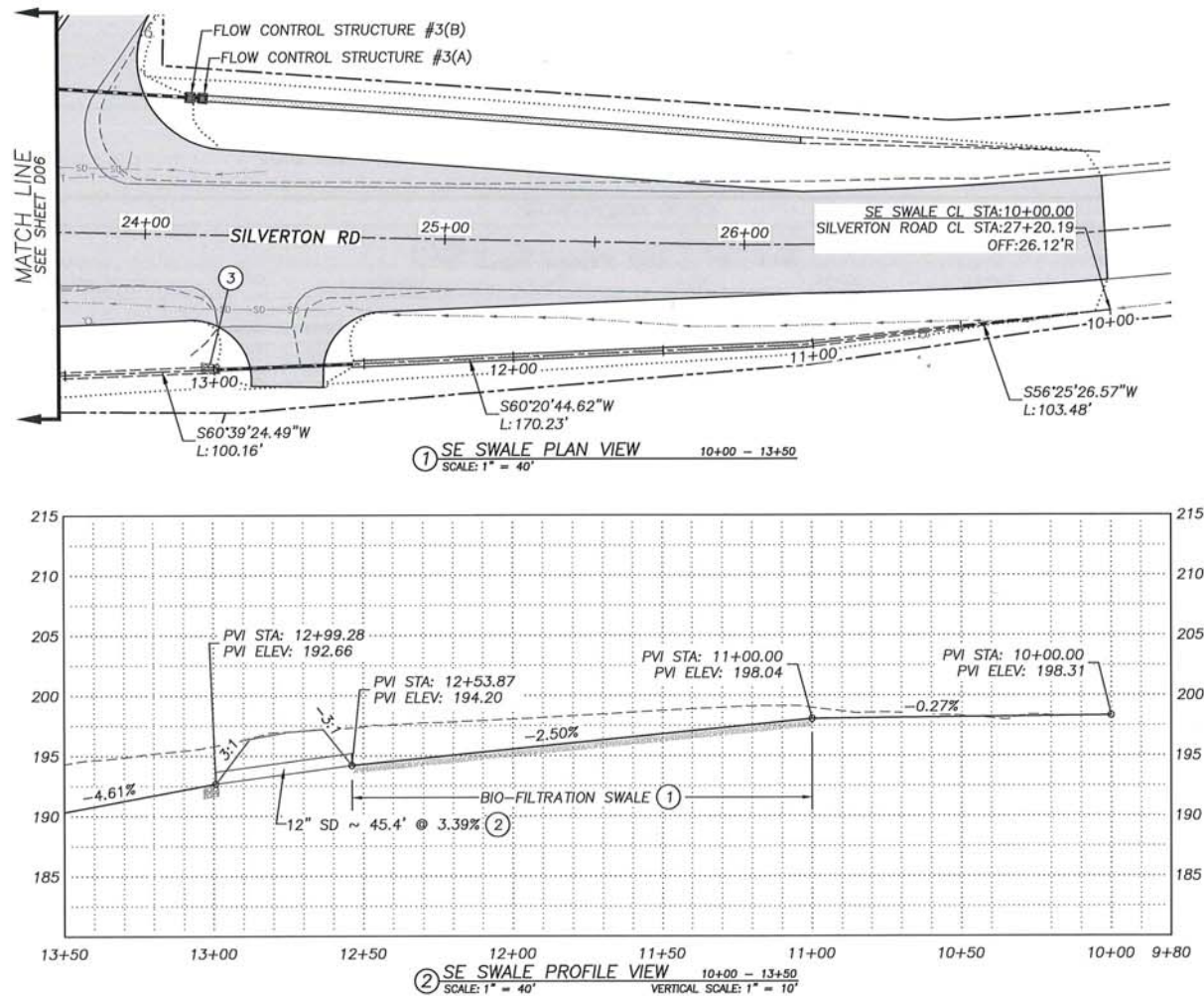
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103662
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLFLOWER

TITLE:
NORTHEAST
DITCH
PLAN 2

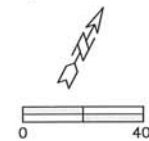
SHEET:
D04

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BROOKS\BROOKS\SILVERTON RD\CAO\DRAWING\BROOKS\SILVERTON RD SWALE.DWG PLOTTED: 2022/06/13 5:02 PM



CONSTRUCTION NOTES

- ① CONSTRUCT BIO-FILTRATION SWALE STA 11+00 TO 12+54.
CONSTRUCT CHECK DAMS AT 50' O.C.
(SEE DETAIL SHT B03)
 - ② INSTALL 12" STORM DRAIN PIPE
(SEE ODOT STD DWG RD300)
 - ③ INSTALL RIPRAP OUTFALL
(SEE DETAIL SHT B03)
- NOTE: CONSTRUCT DITCHES PER ROADWAY TYPICAL SECTION ON SHT B01 UNLESS OTHERWISE SPECIFIED



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

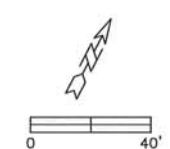
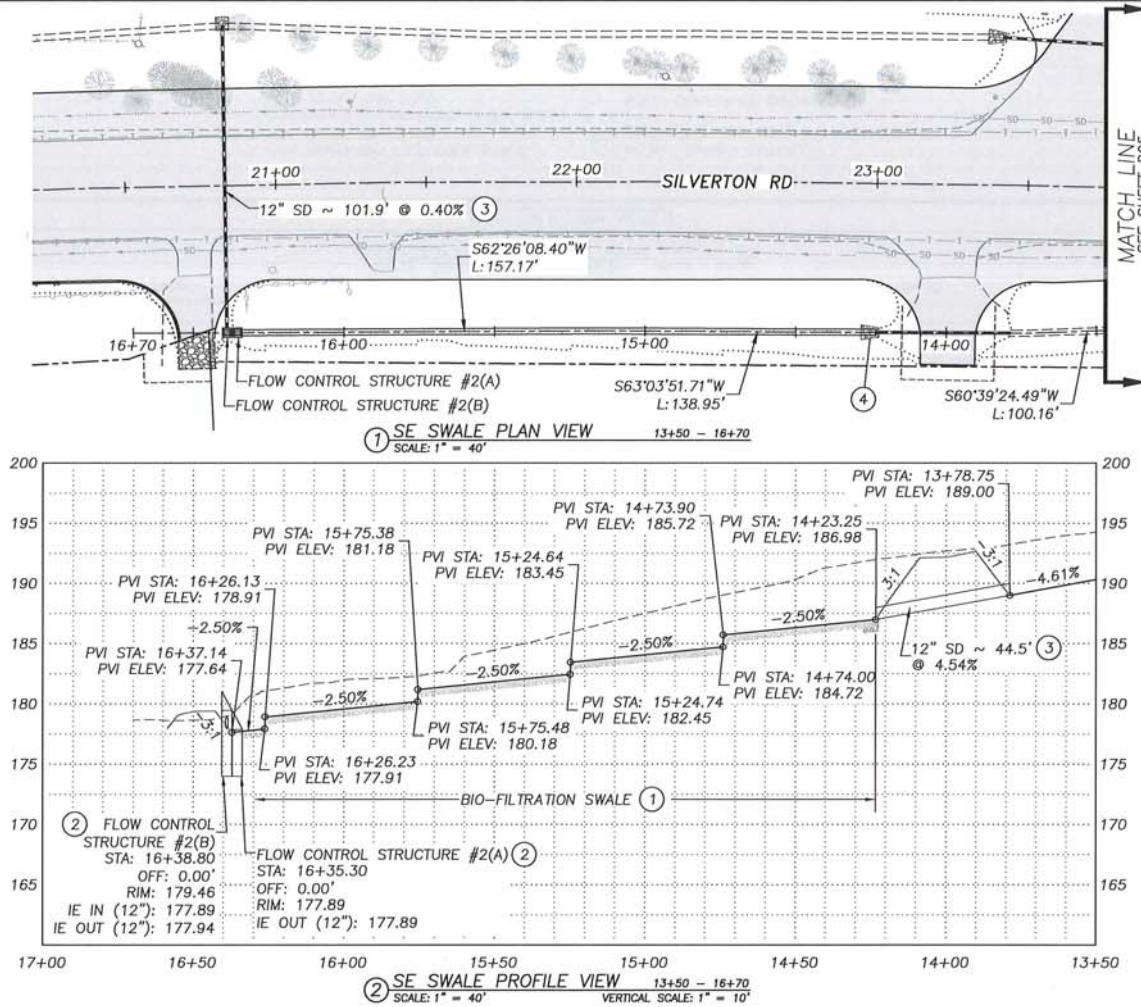
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:
SOUTHEAST
DITCH
PLAN 1

SHEET:
D05

FILE: G:\ENGINEERING\PROJECTS\CENTRAL PROJECTS\BRIDGE\262A SILVERTON ROAD\CAD\DRAWING\BRIDGE\262A SILVERTON RD SWALE PLANS.DWG PLOTTED: 2020/08/13 5:02 PM



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL
ENGINEER
86,015
Steven L. Preszler
OREGON
JANUARY 23, 2013
EXPIRES 12-31-2020

MARION COUNTY

**SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT**

DEPARTMENT OF PUBLIC WORKS

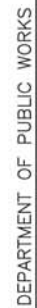
PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

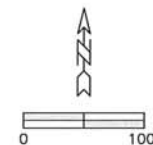
**SOUTHEAST
DITCH
PLAN 2**

SHEET:

D06



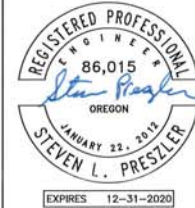
SHEET: DW00



FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BROCKEMER\DRIVEWAY\ROAD\DRAWING\BROCKEMER\DRIVEWAY PLANS.DWG PLOTTED: 2020/08/13 5:03 PM

NOTE: DRIVEWAY PAVING LIMITS
ARE AT THE END OF DRIVEWAY
IMPROVEMENTS THIS SHT ONLY

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

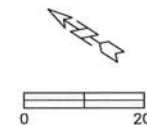
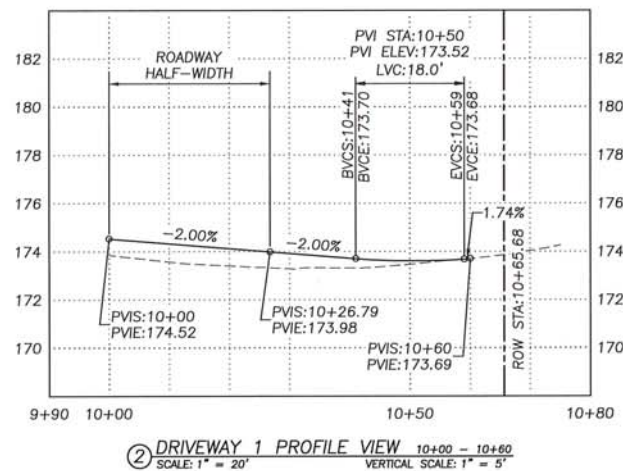
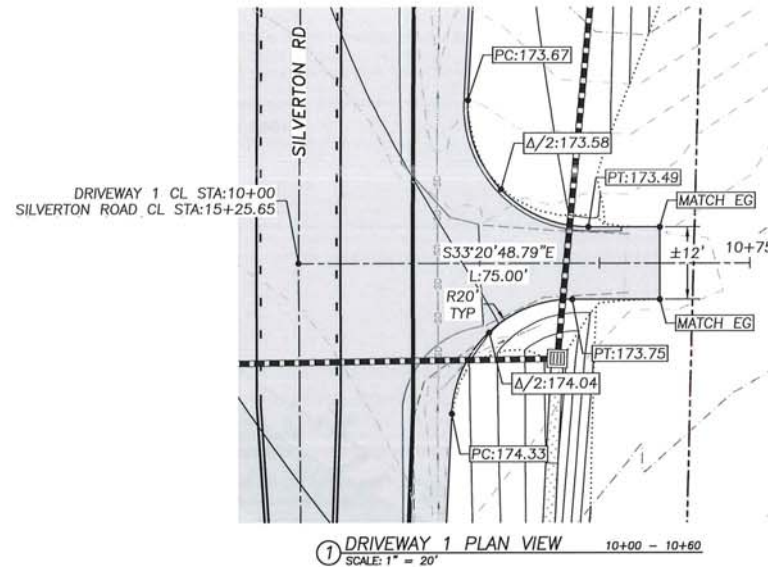
PROJECT NO.: 103862
ECMS NO.: 2020-451
FED. PROJ. NO.: BR-C047(077)
KEY NO.: 18410
SITE NO.: 26-050
HORIZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: S. PRESZLER
DRAWN BY: P. COLLIFLOWER

TITLE:

DRIVEWAY 1
PLAN

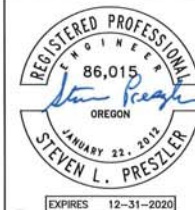
SHEET:

DW01



NOTE: DRIVEWAY PAVING LIMITS
ARE AT THE ROW THIS SHT ONLY

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

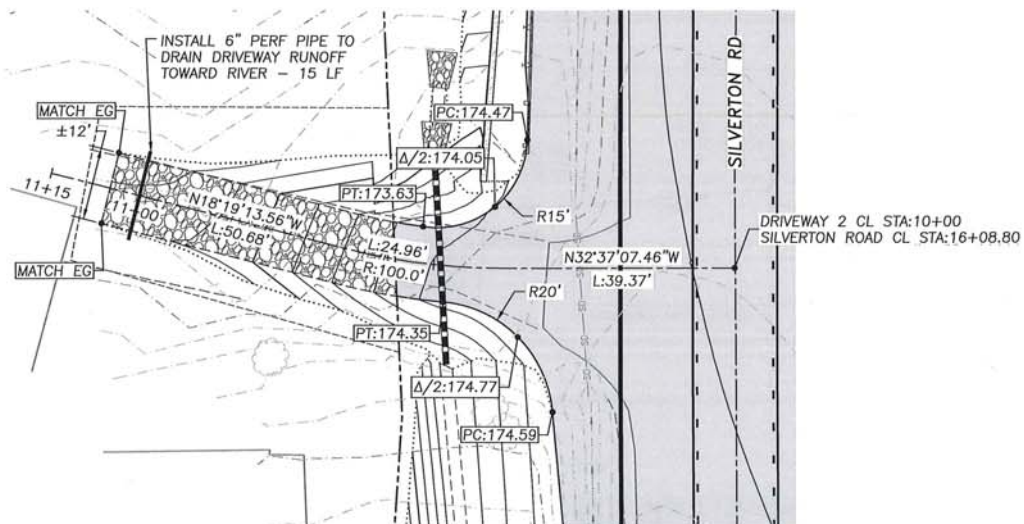
PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
SITE NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

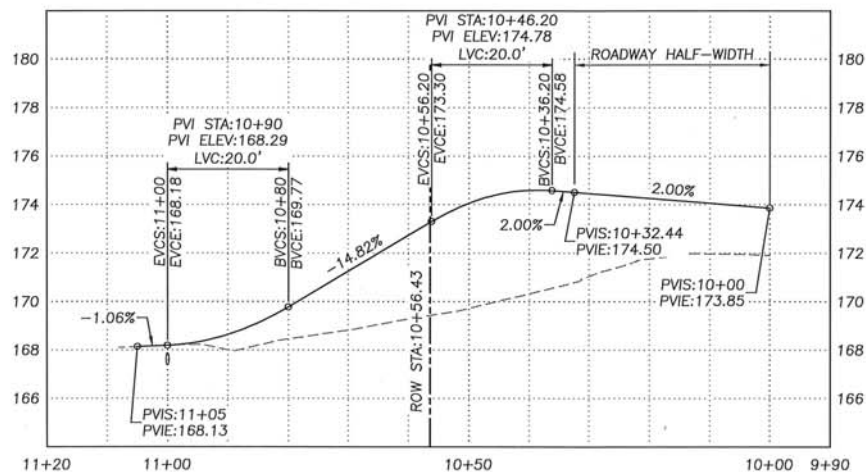
DRIVEWAY 2
PLAN

SHEET:

DW02



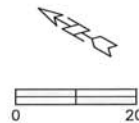
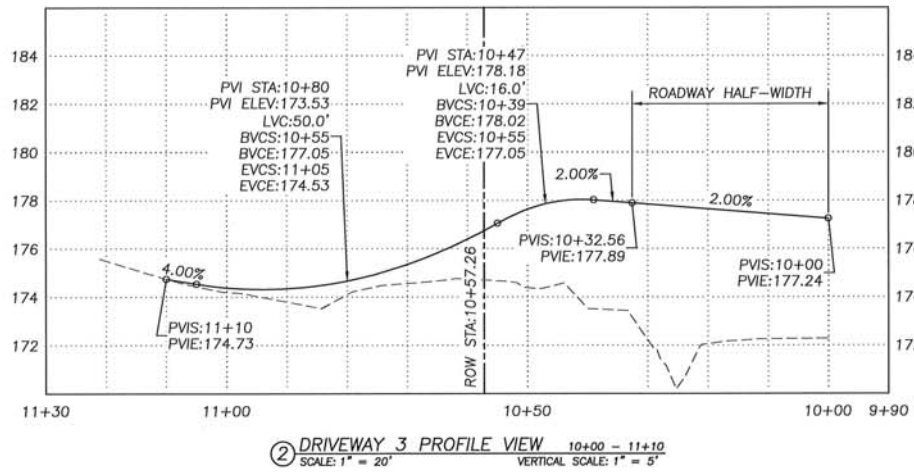
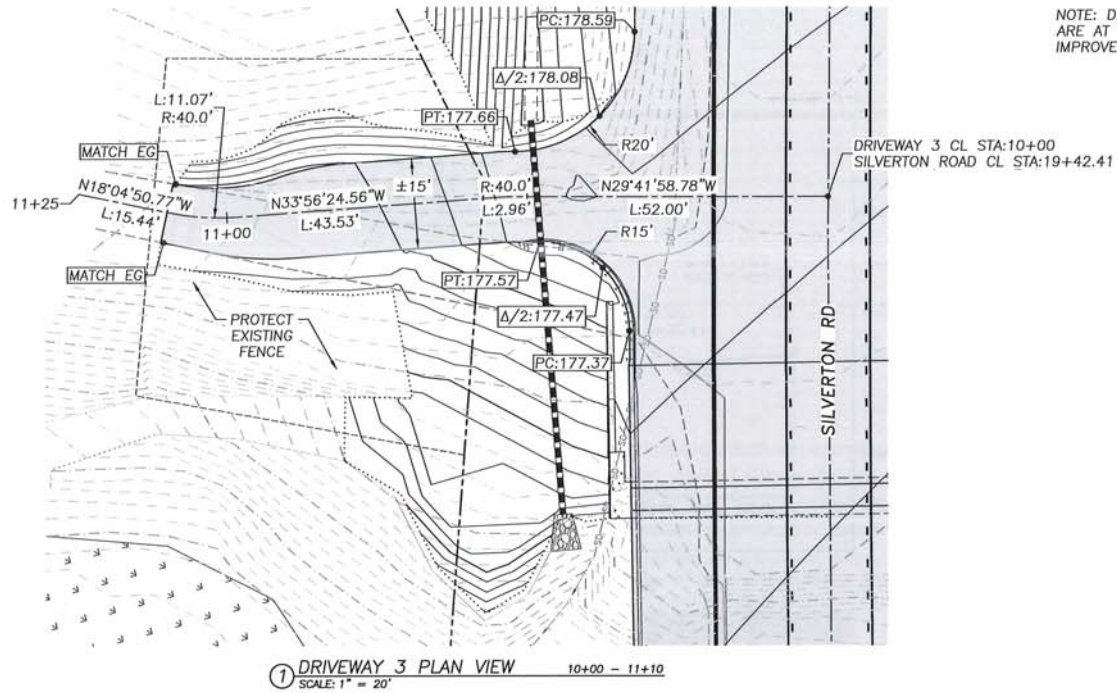
① DRIVEWAY 2 PLAN VIEW 10+00 - 11+05
SCALE: 1" = 20'



② DRIVEWAY 2 PROFILE VIEW 10+00 - 11+05
SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'



FILE: G:\ENGINEERING\PROJECTS\BRIDGE\262A SILVERTON ROAD\DWG\DRWING\BRIDGE\262A SILVERTON RD DRIVEWAY PLANS.DWG PLOTTED: 2020/04/13 5:03 PM



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY
**SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT**
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.: 103862
ECMS NO.: 2020-451
FED. PROJ. NO.: BR-C047(077)
KEY NO.: 18410
SITE NO.: 26-050
HORIZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: S. PRESZLER
DRAWN BY: P. COLLIFLOWER

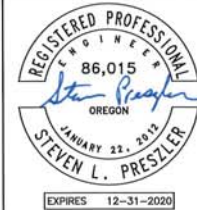
TITLE:
**DRIVEWAY 3
PLAN**

SHEET:
DW03

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BRIDGE\24 SILVERTON RD\CAO\DRAWING\BRIDGE\24 SILVERTON RD\DRIVEWAY PLANS.DWG PLOTTED: 2020/06/13 5:03 PM

NOTE: DRIVEWAY PAVING LIMITS
ARE AT THE ROW THIS SHT ONLY

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

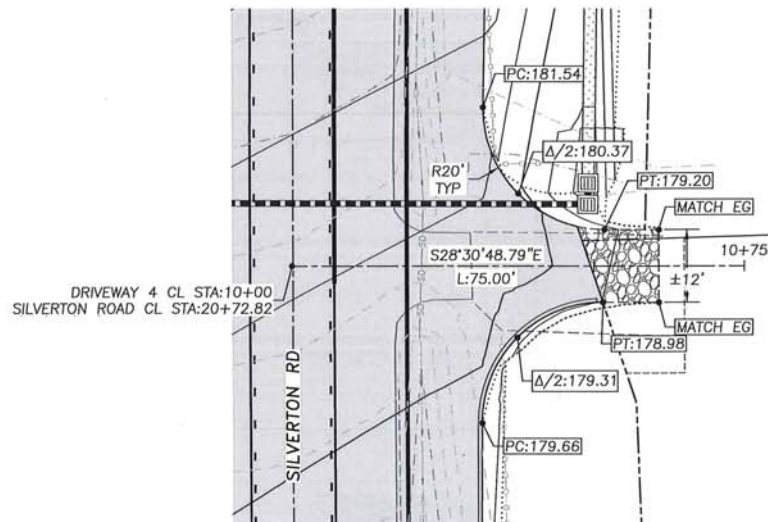


MARION COUNTY
**SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT**
DEPARTMENT OF PUBLIC WORKS

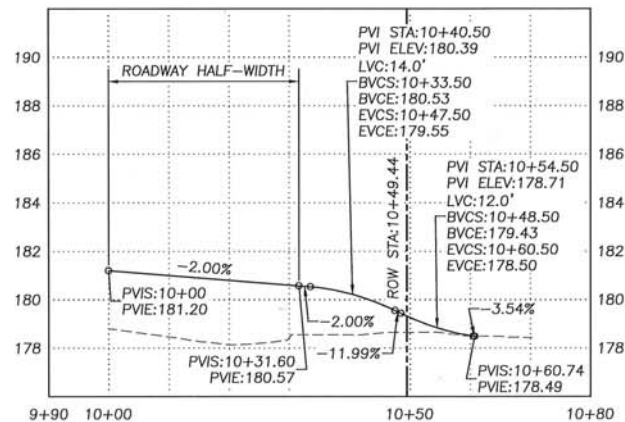
PROJECT NO.: 103962
ECMS NO.: 2020-451
FED. PROJ. NO.: BR-C047(077)
KEY NO.: 18410
SITE NO.: 26-050
HORIZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: S. PRESZLER
DRAWN BY: P. COLLFLOWER

TITLE:
**DRIVEWAY 4
PLAN**

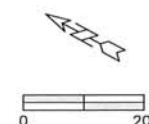
SHEET:
DW04



① **DRIVEWAY 4 PLAN VIEW** 10+00 - 10+60
SCALE: 1" = 20'



② **DRIVEWAY 4 PROFILE VIEW** 10+00 - 10+60
SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'



FILE: G:\ENGINEERING\PROJECTS\BROOKS\B2A SILVERTON ROAD\CAO\DRAWING\BROOKS\B2A SILVERTON RD DRIVEWAY PLANS.DWG PLOTTED: 2022/06/13 5:03 PM

NOTE: DRIVEWAY PAVING LIMITS
ARE AT THE END OF DRIVEWAY
IMPROVEMENTS THIS SHT ONLY

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

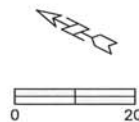
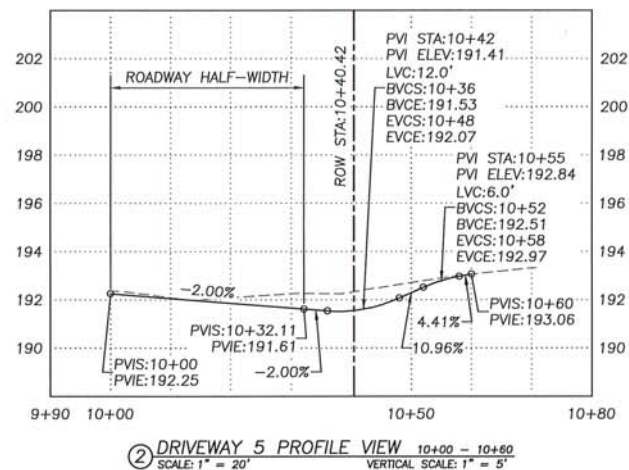
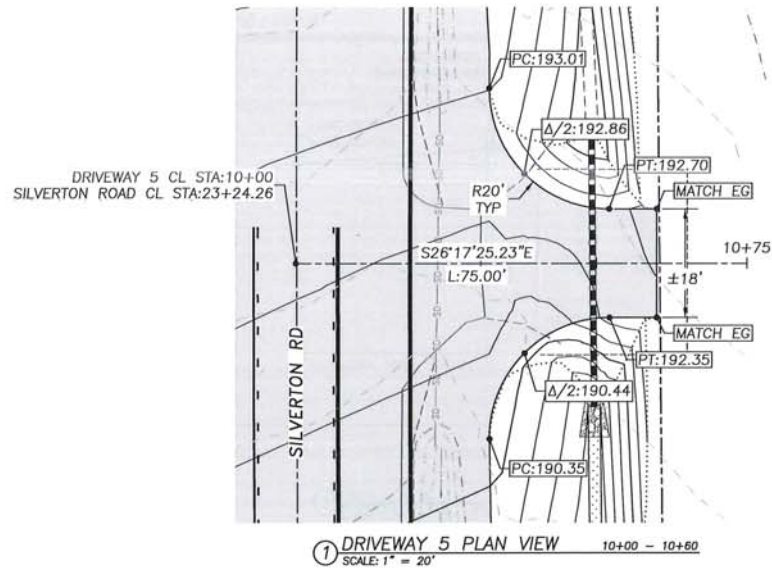
PROJECT NO.: 103862
ECMS NO.: 2020-451
FED. PROJ. NO.: BR-C047(077)
KEY NO.: 18410
SITE NO.: 28-050
HORIZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: S. PRESZLER
DRAWN BY: P. COLLFLOWER

TITLE:

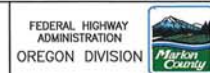
DRIVEWAY 5
PLAN

SHEET:

DW05



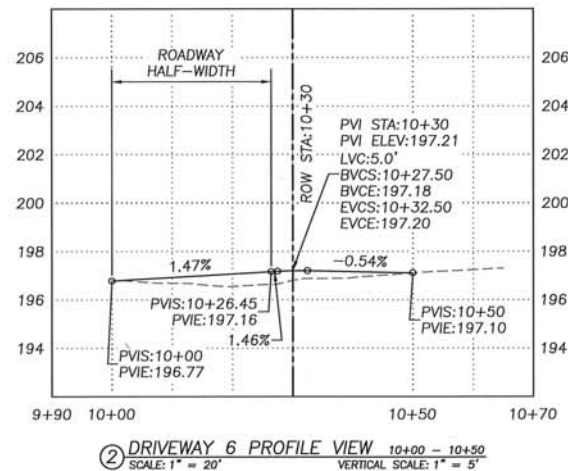
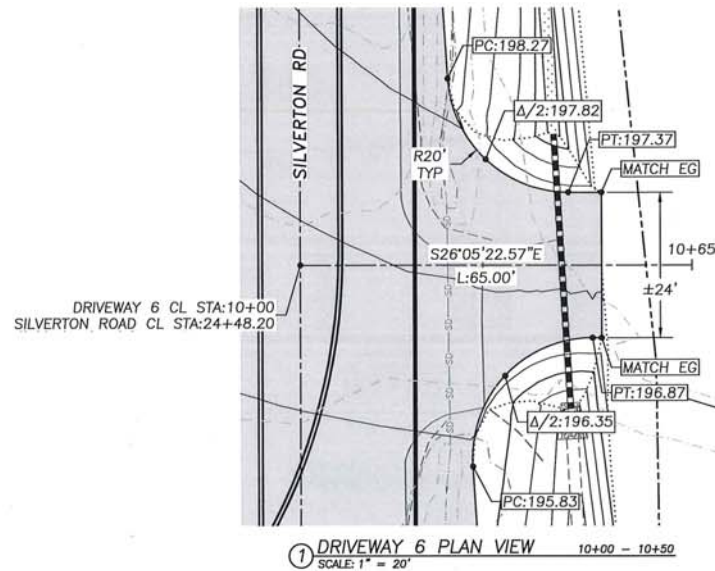
NOTE: DRIVEWAY PAVING LIMITS
ARE AT THE END OF DRIVEWAY
IMPROVEMENTS THIS SHT ONLY



MARION COUNTY
**SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT**
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103662
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
SITE NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLFLOWER

TITLE:
DRIVEWAY 6 PLAN
SHEET:
DW06





MARION COUNTY

SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

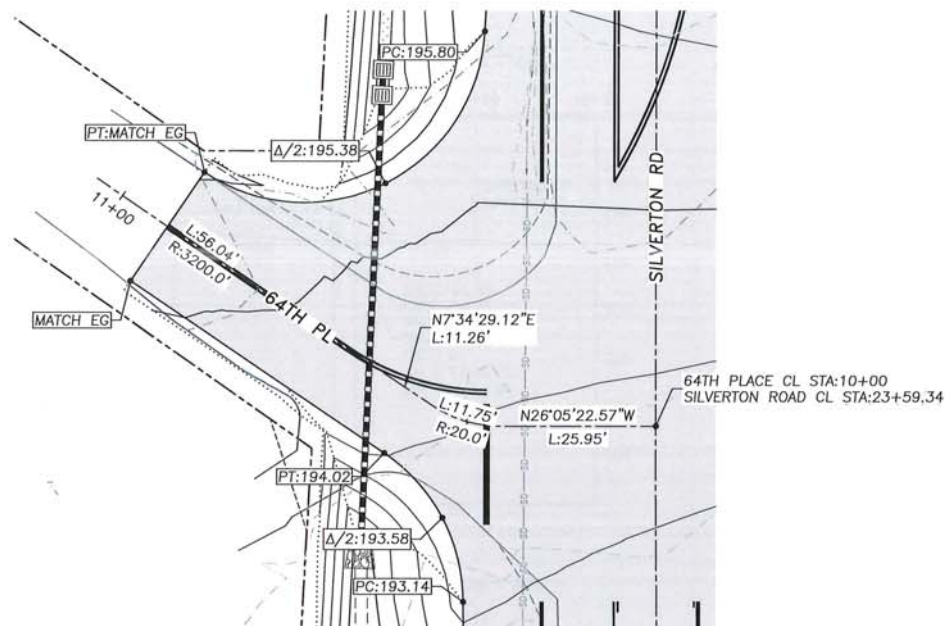
PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
SITE NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLFLOWER

TITLE:

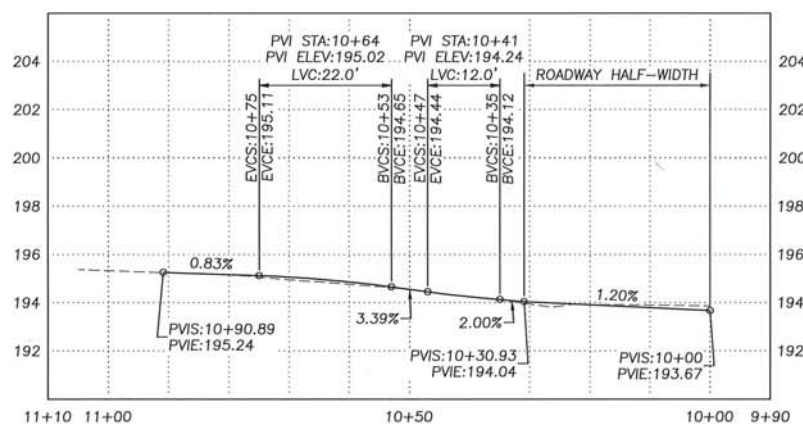
64TH PLACE
PLAN

SHEET:

DW07



① 64TH PLACE PLAN VIEW 10+00 - 10+90
SCALE: 1" = 20'

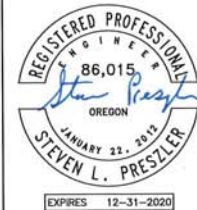


② 64TH PLACE PROFILE VIEW 10+00 - 10+90
SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'



FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BROCKENBACH\SILVERTON RD\ROAD\DRAWING\BROCKENBACH\SILVERTON RD EROSION CONTROL PLAN.DWG PLOTTED: 2020/06/13 5:03 PM

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

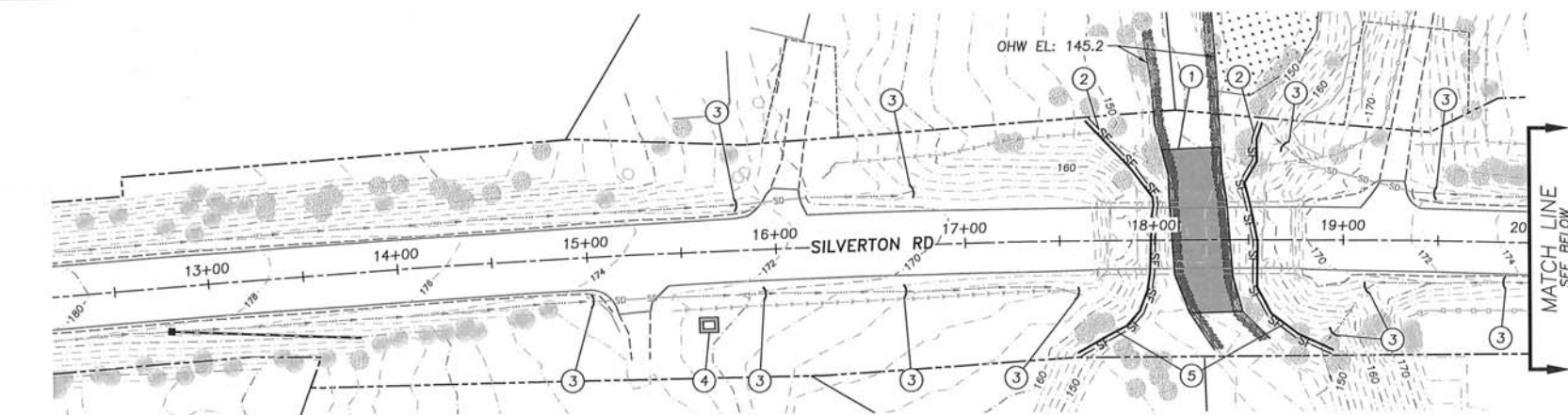
MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

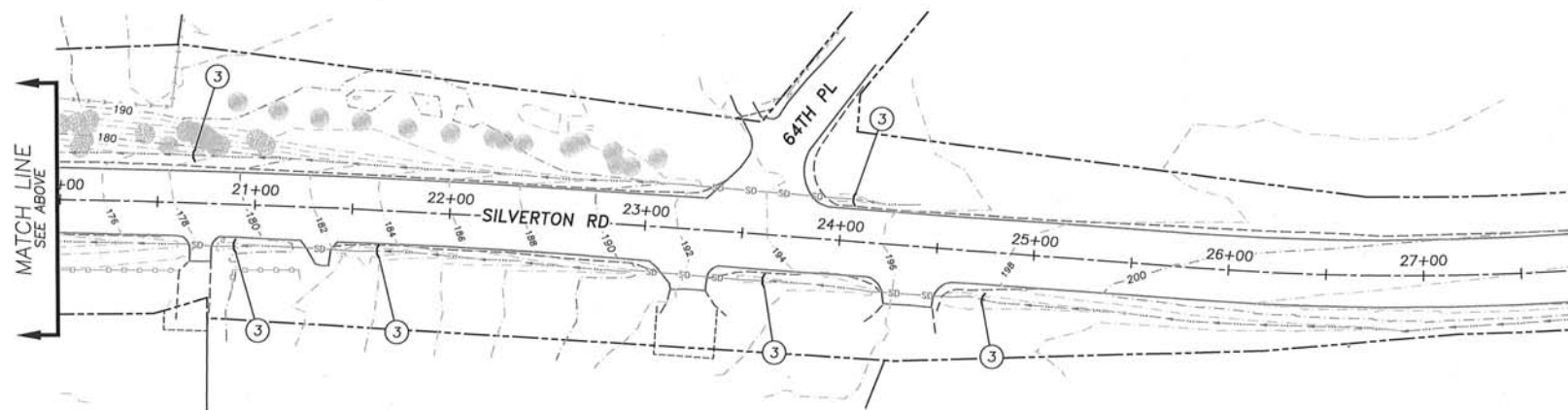
PROJECT NO.: 103862
ECMS NO.: 2020-451
FED. PROJ. NO.: BR-C047(077)
KEY NO.: 18410
SITE NO.: 28-050
HORZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: S. PRESZLER
DRAWN BY: P. COLLFLOWER

TITLE:
EROSION
CONTROL PLAN
- PHASE 1

SHEET:
E01



① SILVERTON RD EROSION CONTROL PLAN - PHASE 1 12+50 - 20+00
SCALE: 1" = 60'



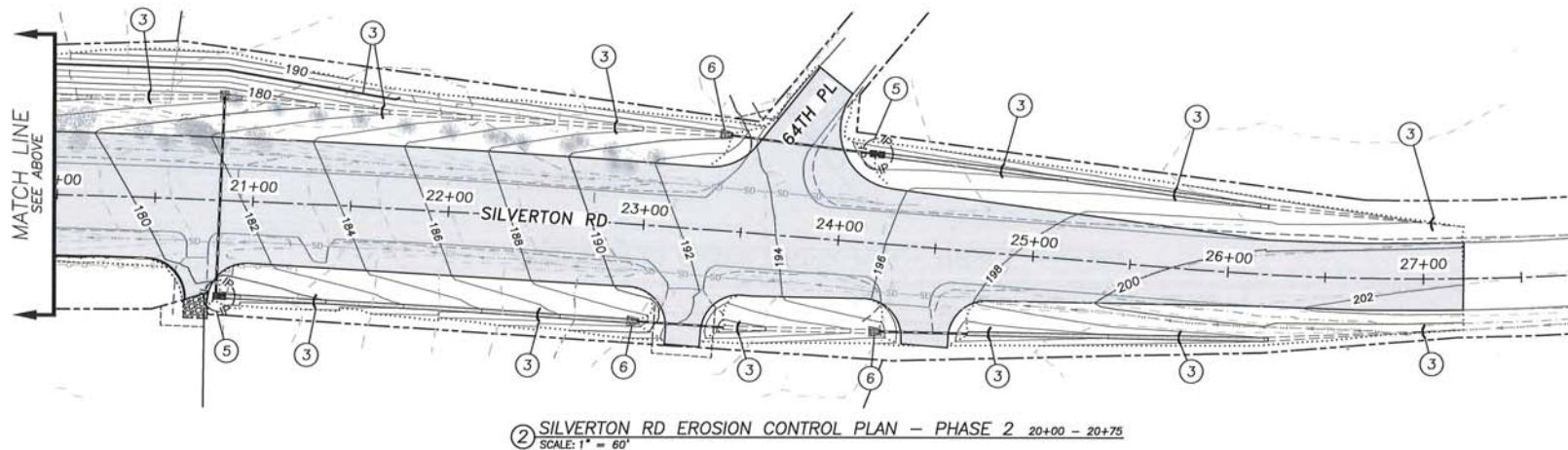
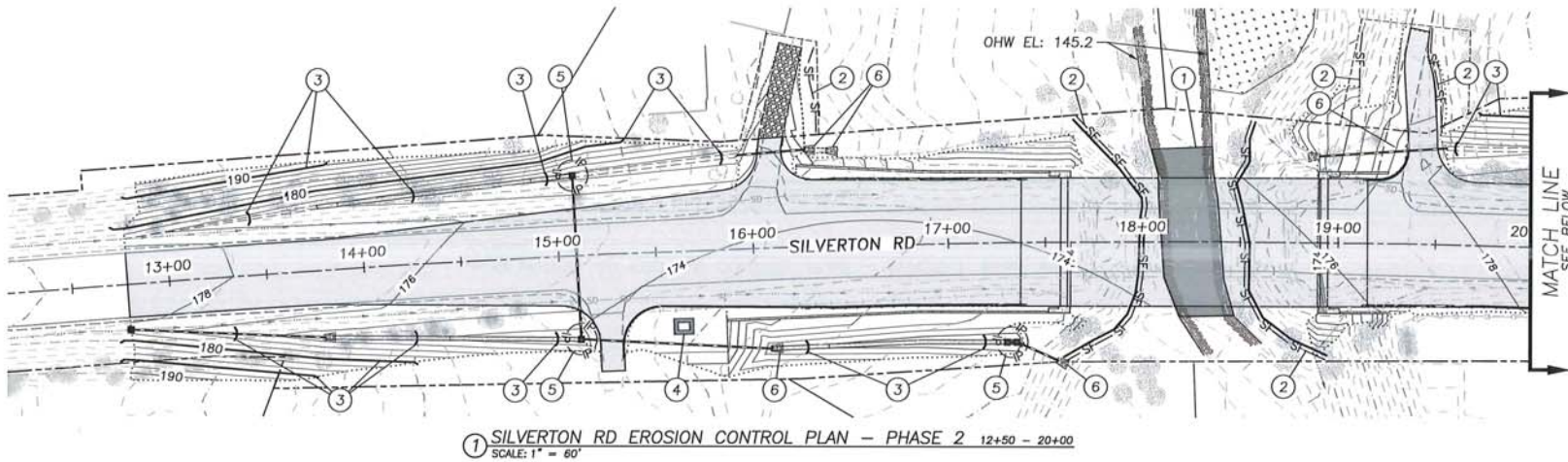
② SILVERTON RD EROSION CONTROL PLAN - PHASE 1 20+00 - 20+75
SCALE: 1" = 60'

CONSTRUCTION NOTES

- ① INSTALL IN-WATER ISOLATION MEASURES PRIOR TO PERFORMING ANY IN-WATER WORK
- ② CONSTRUCT SEDIMENT FENCE AT BASE OF SLOPES AS SHOWN (SEE ODOT STD DWG RD1040)
- ③ CONSTRUCT SEDIMENT BARRIER TYPE 8 IN DITCHES AS SHOWN (SEE ODOT STD DWG RD1032)
- ④ CONSTRUCT CONCRETE TRUCK WASHOUT (SEE ODOT STD DWG RD1070)
- ⑤ CONSTRUCT SEDIMENT BARRIER TYPE 8 BEHIND SEDIMENT FENCE AS SHOWN (SEE ODOT STD DWG RD1032)

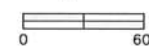


FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BRIDGE\2624\SILVERTON RD\DRAWING\BRIDGE\2624\SILVERTON RD EROSION CONTROL PLAN.DWG PLOTTED: 2020/08/13 5:03 PM



CONSTRUCTION NOTES

- ⊖ MAINTAIN IN-WATER ISOLATION MEASURES DURING ANY IN-WATER WORK
- ⊖ CONSTRUCT AND MAINTAIN SEDIMENT FENCE AND SEDIMENT BARRIER AT BASE OF SLOPES AS SHOWN (SEE ODOT STD DWG RD1040 & RD1032)
- ⊖ CONSTRUCT SEDIMENT BARRIER TYPE B IN DITCHES AND ON SLOPES ALONG CONTOUR AS SHOWN (SEE ODOT STD DWG RD1032)
- ⊖ CONSTRUCT CONCRETE TRUCK WASHOUT AS NEEDED (SEE ODOT STD DWG RD1070)
- ⊖ INSTALL INLET PROTECTION TYPE 4 AS SHOWN (SEE ODOT STD DWG RD1015)
- ⊖ CONSTRUCT AND MAINTAIN RIPRAP OUTFALL (SEE SHEET D01 THRU D06)



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
SITE NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLFLOWER

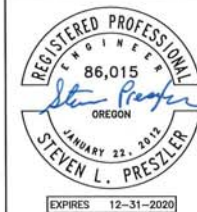
TITLE:
EROSION
CONTROL PLAN
- PHASE 2

SHEET:
E02

E03

1	<p>* R = B(II)R; TYPE III BARRICADE WITH RIGHT SIDE MARKING SLOPE</p> <p>* L = B(II)L; TYPE III BARRICADE WITH LEFT SIDE MARKING SLOPE</p>		2	<p>60" X 42" FLUORESCENT ORANGE SEE NOTE 5</p> <p>* 2A - 60TH AVE 2B - 64TH PL</p>	3	<p>60" X 30" R11-3A (MUTCD)</p> <p>* 3A - 1/4 MILE 3B - 1 1/2 MILES 3C - 2 1/2 MILES</p>	4	<p>48" X 48" W23-2 (MUTCD)</p>	5	<p>48" X 48" M3-3 (MUTCD)</p>	6	<p>30" X 24" M4-9R (MUTCD)</p>	7	<p>30" X 24" M4-9L (MUTCD)</p>	8	<p>36" X 30" CG20-6 (ODOT)</p>
9	<p>36" X 30" R3-8 (MUTCD)</p>	10	<p>24" X 18" M4-8 (MUTCD)</p>	11	<p>48" X 18" M4-10L (MUTCD)</p>	12	<p>30" X 15" M3-3 (MUTCD)</p>	13	<p>48" X 18" M4-10R (MUTCD)</p>	14	<p>30" X 15" M3-1 (MUTCD)</p>	15	<p>48" X 48" W20-2 (MUTCD)</p>	16	<p>48" X 48" W20-3 (MUTCD)</p>	
17	<p>54" X 30" FLUORESCENT ORANGE</p>	18	<p>48" X 48" W20-3 (MUTCD)</p>	19	<p>48" X 48" W20-3 (MUTCD)</p>	20	<p>48" X 30" R11-2 (MUTCD)</p>	21	<p>54" X 12" FLUORESCENT ORANGE</p>	22	<p>48" X 12" FLUORESCENT ORANGE</p>	23	<p>24" X 18" R2-6AP (MUTCD)</p>	24	<p>36" X 36" W9-2 (MUTCD)</p>	
25	<p>36" X 36" R3-7R (MUTCD)</p>	26	<p>48" X 36" R3-8B (MUTCD)</p>	27	<p>72" X 42" FLUORESCENT ORANGE</p>	28	<p>48" X 48" CW11-1 (ODOT)</p>	29	<p>54" X 42" FLUORESCENT ORANGE</p>	30	<p>48" X 48" W3-4 (MUTCD)</p>	31	<p>36" X 24" FLUORESCENT ORANGE SEE NOTE 6</p>	32	<p>36" X 36" W3-5 (MUTCD)</p>	
33	<p>30" X 36" R2-1 (MUTCD)</p>	34	<p>30" X 36" OR2-1 (ODOT)</p>	35	<p>30" X 36" R2-1 (MUTCD)</p>	36	<p>EXISTING OR2-1 (ODOT) REMOVE AND DELIVER TO MCPW INSPECTOR</p>	37	<p>30" X 36" OR2-1 (ODOT)</p>	* 29A - 60TH AVE 29B - 64TH PL						

- SHEET: TC01



MARION COUNTY

SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

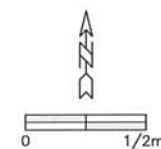
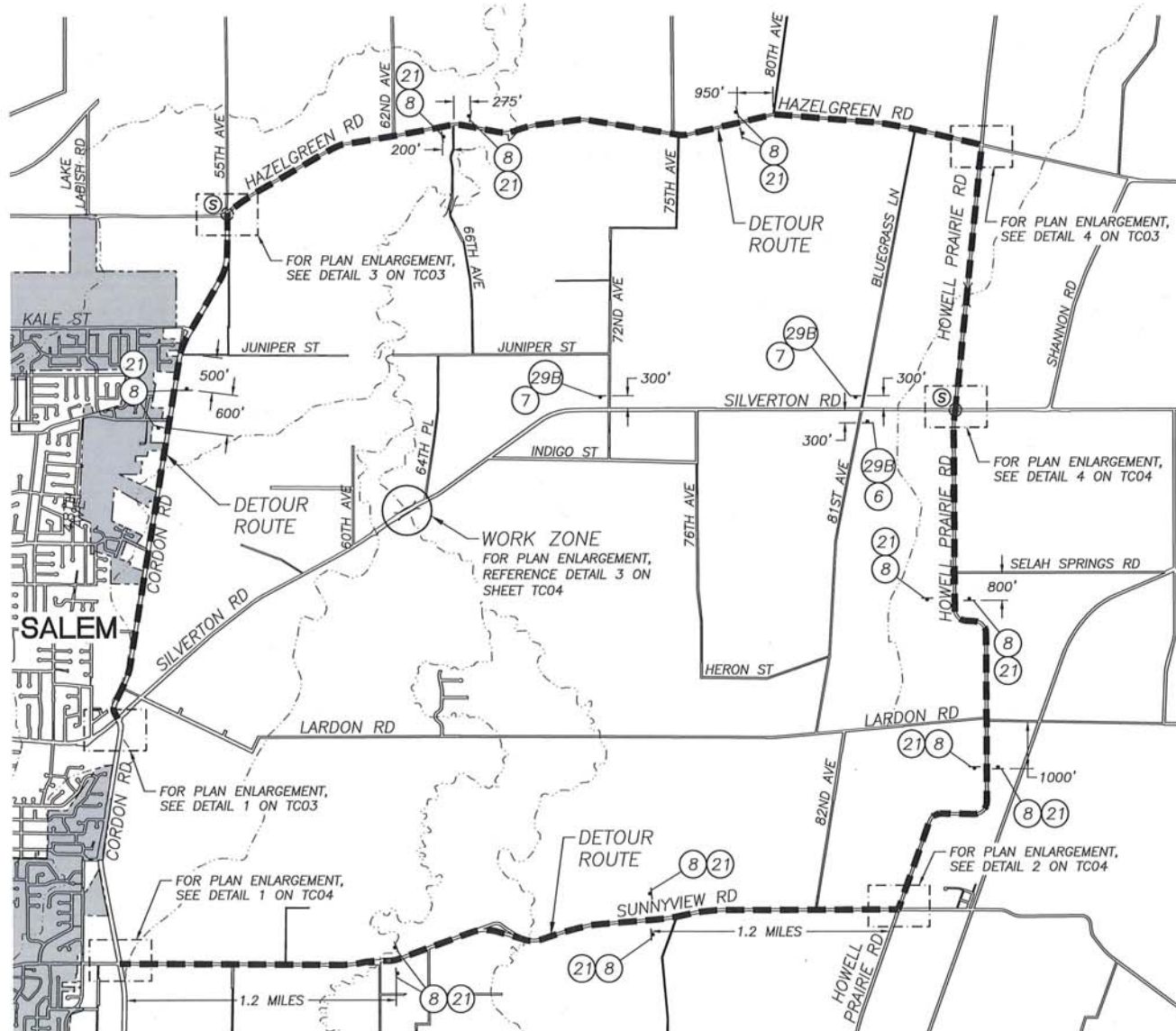
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103662
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

DETOUR
PLAN

SHEET: TC02





SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

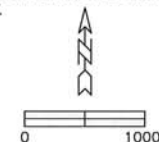
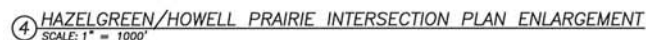
TITLE:
DETOUR PLAN
ENLARGEMENTS

SHEET: TC03



1. WHEN REMOVING EXISTING SIGN POSTS TO BE REINSTALLED, INSERT SIGN POST STUB TO EXTEND 3"-6" ABOVE GRADE TO RE-LOCATE SIGNS AFTER PROJECT COMPLETION.

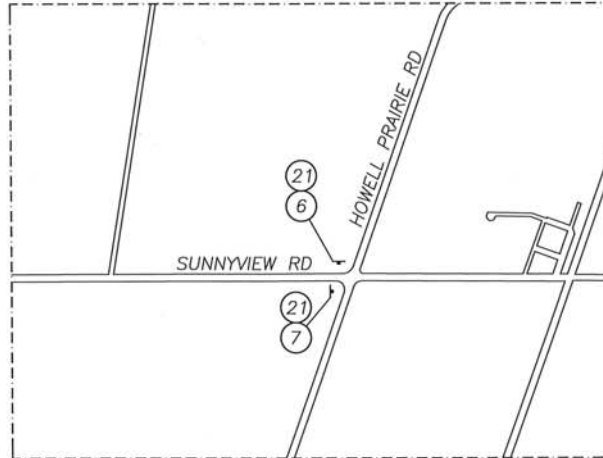
- * REMOVE STOP SIGN, ALL-WAY RIDER, AND POST WHEN TEMP SIGNAL IS ACTIVATED. DELIVER POSTS AND SIGNS TO MCPW INSPECTOR FOR STORAGE WHILE TEMP SIGNAL IS IN OPERATION. RETRIEVE AND REINSTALL WHEN TEMP SIGNAL IS DECOMMISSIONED.
- ** REMOVE STOP SIGN AND ALL-WAY RIDER FROM POSTS. DELIVER SIGNS TO MCPW INSPECTOR FOR STORAGE WHILE TEMP SIGNAL IS IN OPERATION. RETRIEVE AND REINSTALL WHEN TEMP SIGNAL IS DECOMMISSIONED. LEAVE POSTS AND STREET NAME SIGNS IN PLACE.
- *** REMOVE STOP AHEAD SIGN AND DELIVER TO MCPW INSPECTOR FOR STORAGE WHILE TEMP SIGNAL IS IN OPERATION. RETRIEVE AND REINSTALL WHEN TEMP SIGNAL IS DECOMMISSIONED. INSTALL SIGN #30 ON THIS POST. A



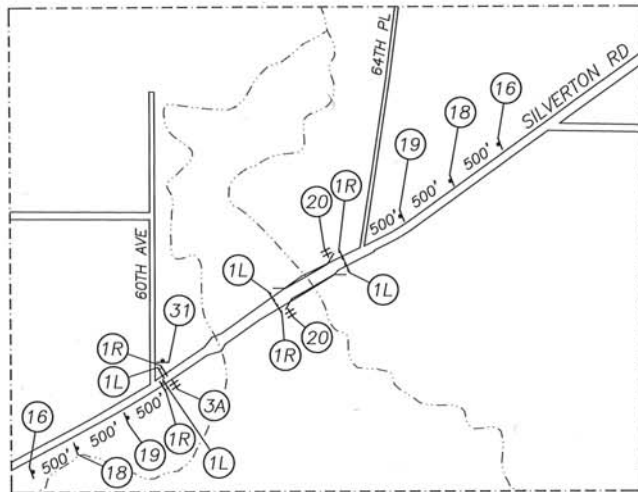
FILE: G:\ENGINEERING\PROJECTS\BROCK\BROCK\SILVERTON\DETOUR.DWG PLOTTED: 2020/08/13 5:04 PM



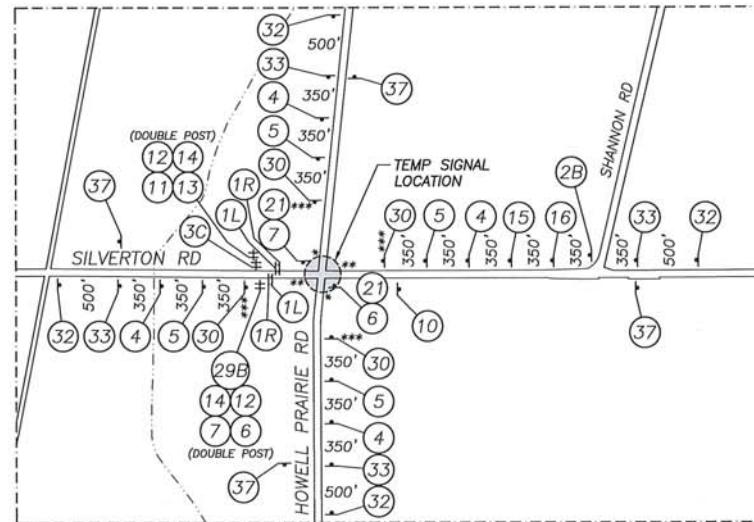
1 CORDON/SUNNYVIEW INTERSECTION PLAN ENLARGEMENT
SCALE: 1" = 1000'



2 SUNNYVIEW/HOWELL PRAIRIE INTERSECTION PLAN ENLARGEMENT
SCALE: 1" = 1000'



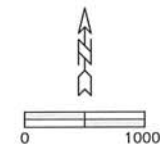
3 WORK ZONE PLAN ENLARGEMENT
SCALE: 1" = 1000'



4 SILVERTON/HOWELL PRAIRIE INTERSECTION PLAN ENLARGEMENT
SCALE: 1" = 1000'

NOTES

1. WHEN REMOVING EXISTING SIGN POSTS TO BE REINSTALLED, INSERT SIGN POST STUB TO EXTEND 3"-6" ABOVE GRADE TO RE-LOCATE SIGNS AFTER PROJECT COMPLETION.
- * REMOVE STOP SIGN, ALL-WAY RIDER, AND POST WHEN TEMP SIGNAL IS ACTIVATED. DELIVER POSTS AND SIGNS TO MCPW INSPECTOR FOR STORAGE WHILE TEMP SIGNAL IS IN OPERATION. RETRIEVE AND REINSTALL WHEN TEMP SIGNAL IS DECOMMISSIONED.
- ** REMOVE STOP SIGN AND ALL-WAY RIDER FROM POSTS. DELIVER SIGNS TO MCPW INSPECTOR FOR STORAGE WHILE TEMP SIGNAL IS IN OPERATION. RETRIEVE AND REINSTALL WHEN TEMP SIGNAL IS DECOMMISSIONED. LEAVE POSTS AND STREET NAME SIGNS IN PLACE.
- *** REMOVE STOP AHEAD SIGN AND DELIVER TO MCPW INSPECTOR FOR STORAGE WHILE TEMP SIGNAL IS IN OPERATION. RETRIEVE AND REINSTALL WHEN TEMP SIGNAL IS DECOMMISSIONED. INSTALL SIGN #30 ON THIS POST.



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

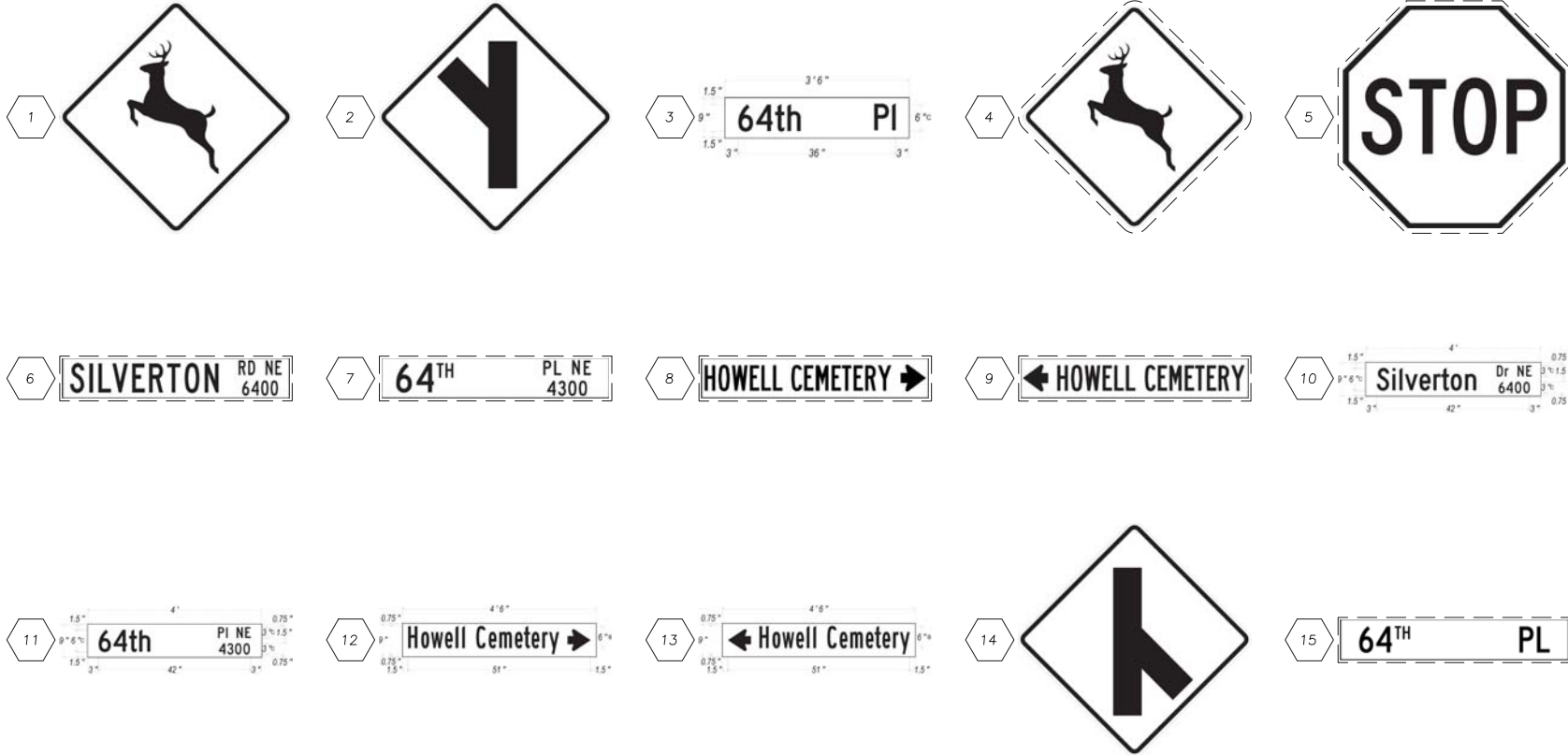
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

DETOUR PLAN
ENLARGEMENTS 2

SHEET: TC04



SIGN AND POST INSTALLATION DATA					
STATION	POST SIZE	POST TYPE	EMBED DEPTH	SIGN NO.	MOUNTING HEIGHT
15+60	4" X 4" X 16'	WOOD	4'	1	7' TO BOTTOM OF LOWEST SIGN
20+40	4" X 6" X 18'	WOOD	5'	2,3	7' TO BOTTOM OF LOWEST SIGN
21+15	4" X 4" X 16'	WOOD	4'	4	7' TO BOTTOM OF LOWEST SIGN
23+36	6" X 6" X 18'	WOOD	5'	5,10,11,12,13	7' TO BOTTOM OF LOWEST SIGN
26+90	4" X 6" X 18'	WOOD	5'	14,3	7' TO BOTTOM OF LOWEST SIGN

- NOTES:**
1. FOR INSTALLATION OFFSET, SEE ODOT STD DWG TM200
 2. FOR POST INSTALLATION DETAILS, SEE ODOT STD DWG TM670
 3. SIGNS SURROUNDED BY DASHED LINE REPRESENT EXISTING SIGNS



MARION COUNTY

**SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT**

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
SITE NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:

**SILVERTON RD
SIGNING LEGEND**

SHEET:

SS01

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BRIDGES\SILVERTON\RD\ROAD\DRAWING\BRIDGES\SILVERTON\RD\STRIPING PLAN.DWG PLOTTED: 2020/08/13 5:04 PM

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

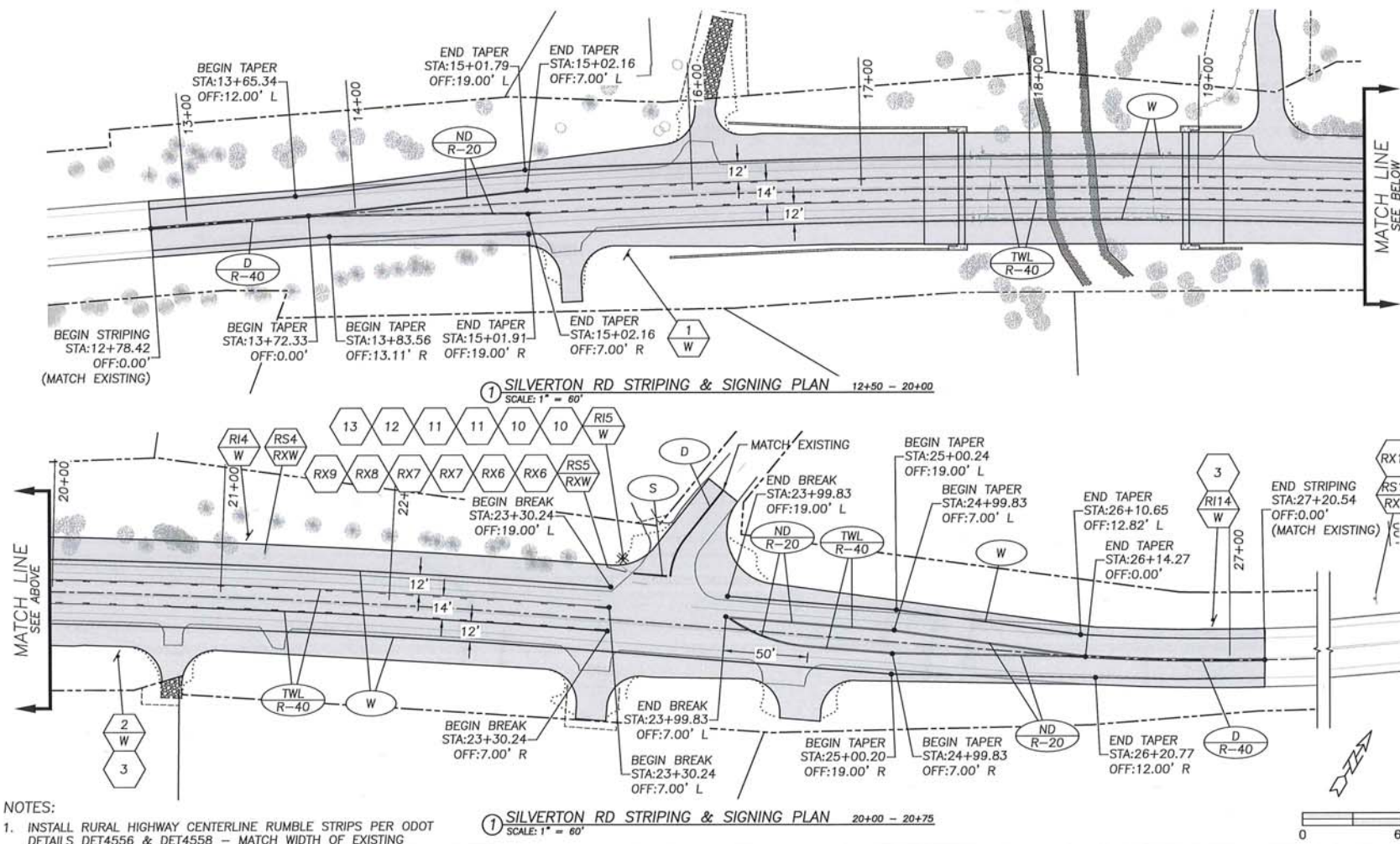
MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.: 103862
ECMS NO.: 2020-451
FED. PROJ. NO.: BR-C047(077)
KEY NO.: 18410
SITE NO.: 26-050
HORIZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: S. PRESZLER
DRAWN BY: P. COLLIFLOWER

TITLE:
SILVERTON RD
SIGNING AND
STRIPING PLAN

SHEET:
SS02



- NOTES:
1. INSTALL RURAL HIGHWAY CENTERLINE RUMBLE STRIPS PER ODOT DETAILS DET4556 & DET4558 - MATCH WIDTH OF EXISTING

CONSTRUCTION NOTES

- | | | | |
|--|--|---|---|
| INSTALL DOUBLE NO-PASS POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES AS SHOWN (SEE ODOT STD DWG TM502 & TM561) | INSTALL 4" WHITE LINE AS SHOWN (SEE ODOT STD DWG TM500 & TM561) | INSTALL NEW SIGN (N) ON NEW WOOD SUPPORT | REMOVE AND SAVE EXISTING SIGN (N) AND REMOVE WOOD SUPPORT |
| INSTALL NARROW DOUBLE YELLOW POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES AS SHOWN (SEE ODOT STD DWG TM502, TM515, & TM561) | INSTALL 1' WHITE STOP BAR AS SHOWN (SEE ODOT STD DWG TM503 & TM530) | INSTALL NEW SIGN (N) | REMOVE EXISTING SIGN (N) |
| INSTALL TWO WAY LEFT TURN POSITIONING GUIDE REFLECTORS WITH 4" YELLOW LINES AS SHOWN (SEE ODOT STD DWG TM502 & TM561) | INSTALL DOUBLE NO-PASS TWO 4" YELLOW LINES AS SHOWN (SEE ODOT STD DWG TM500 & TM561) | REINSTALL EXISTING SIGN (N) ON NEW WOOD SUPPORT | REMOVE AND SAVE EXISTING SIGN (N) |



MARION COUNTY

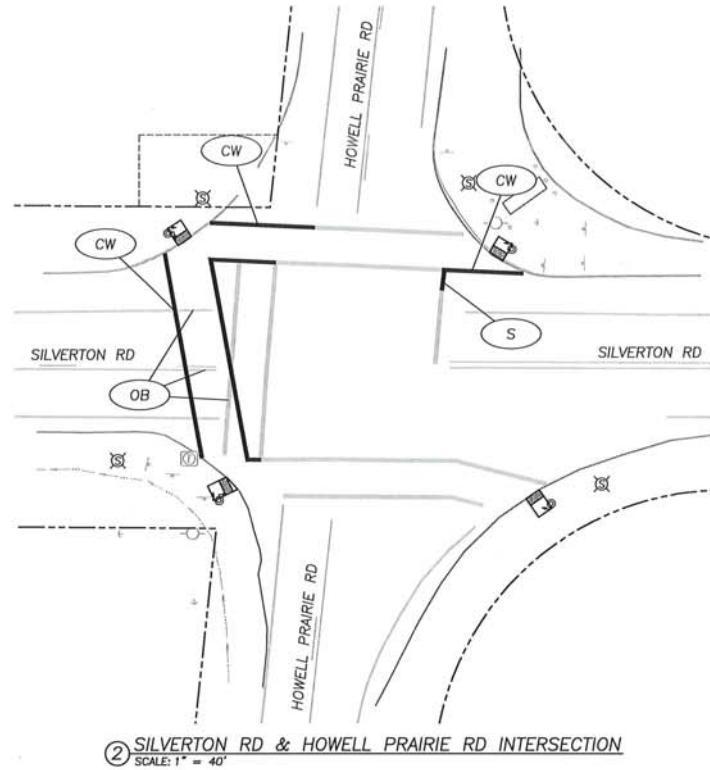
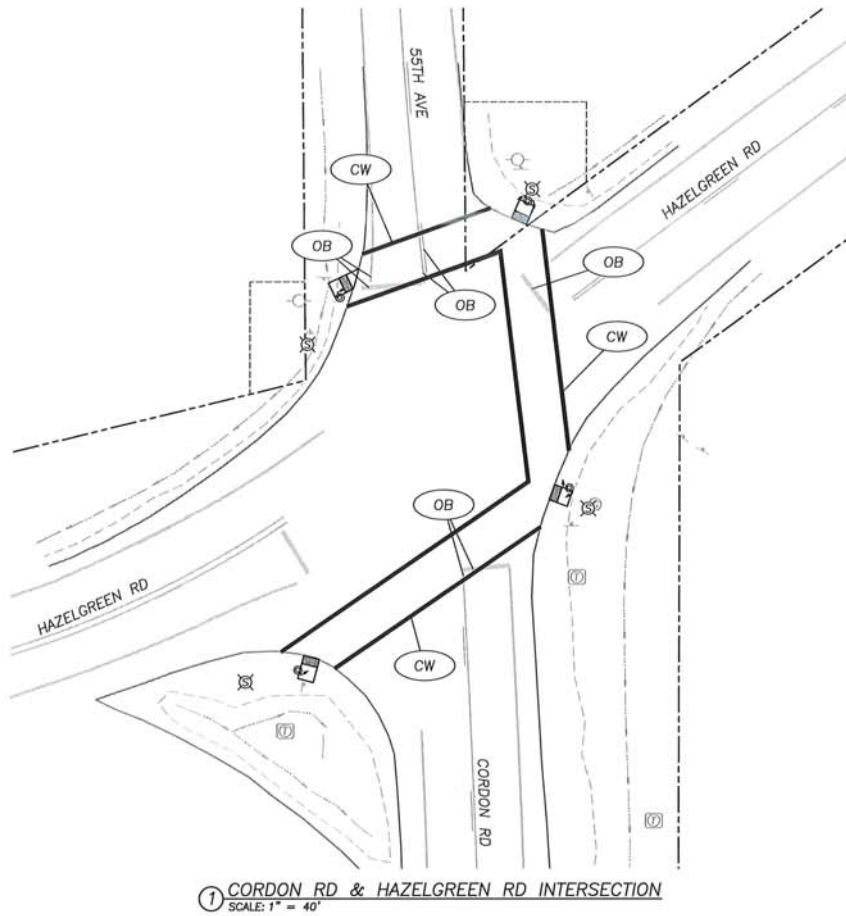
SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
SITE NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

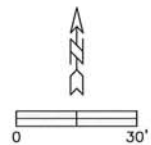
TITLE: TEMPORARY
SIGNAL
INTERSECTION
STRIPING PLAN

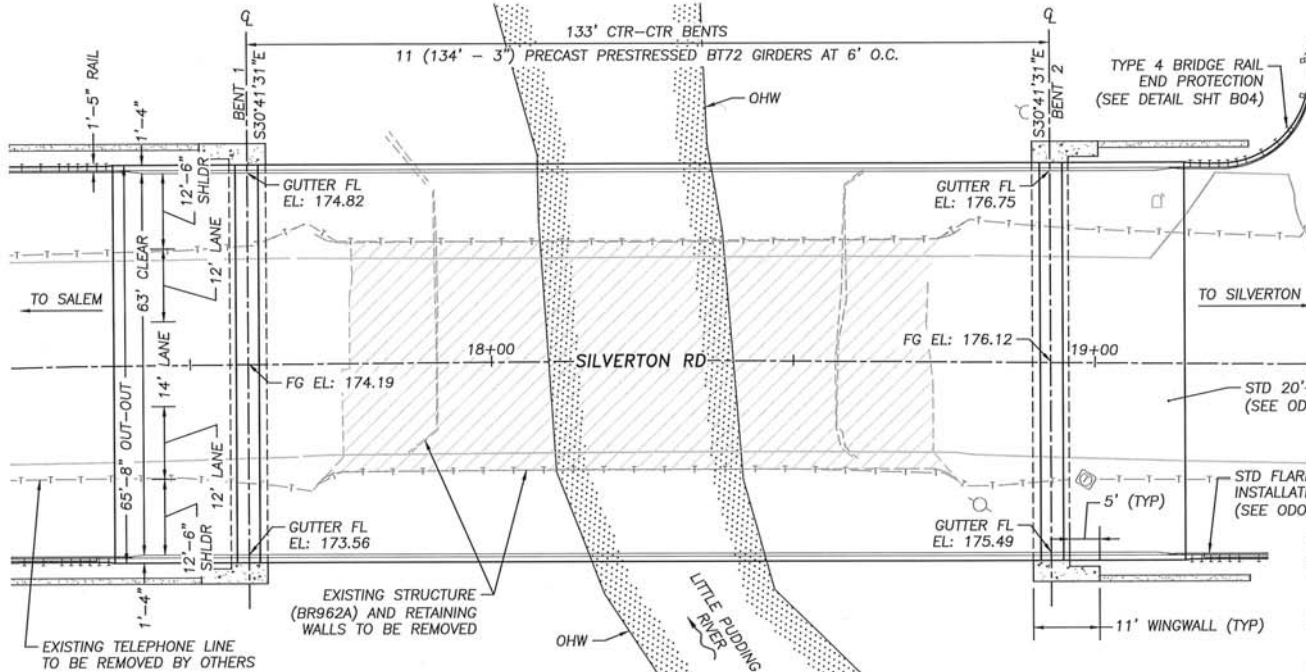
SHEET: SS03



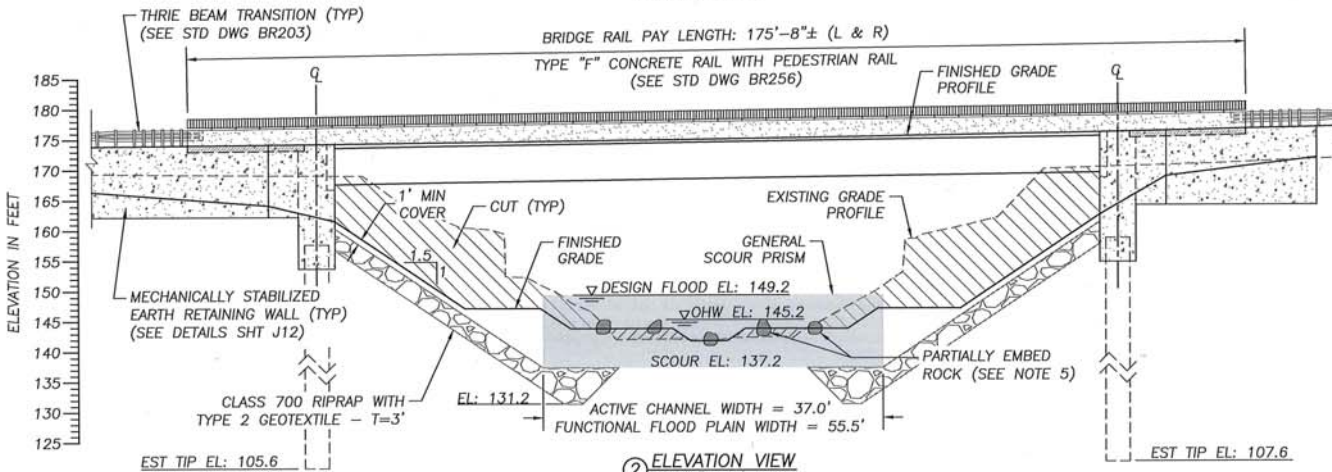
CONSTRUCTION NOTES

- (CW) INSTALL STANDARD CROSSWALK TWO 1' WHITE BARS - ALIGN BARS WITH PEDESTRIAN PUSH-BUTTON POLES AND LANDING (SEE ODOT STD DWG TM503)
- (OB) OBLITERATE EXISTING STRIPING IN CONFLICT WITH CROSSWALK STRIPING AS NEEDED
- (S) INSTALL 1' WHITE STOP BAR AS SHOWN (SEE ODOT STD DWG TM503)

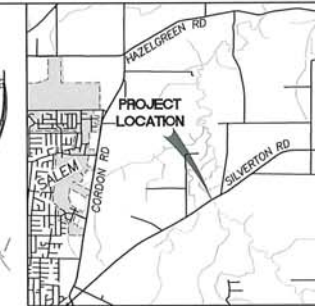




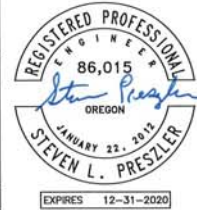
① PLAN VIEW
SCALE: 1" = 20'



② ELEVATION VIEW
SCALE: 1" = 20'



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

MARION COUNTY

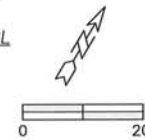
DEPARTMENT OF PUBLIC WORKS

NOTES:

1. SEE SHEET J02 FOR GENERAL NOTES, HYDRAULIC DATA, AND GRADE LINE DIAGRAM
2. BRIDGE DRAWINGS ACCOMPANIED BY ODOT STD. DWGS. BR165, BR203, AND BR310
3. ELEVATIONS SHOWN ARE FINISH GRADE ELEVATIONS AT SILVERTON ROAD CENTERLINE AND CENTERLINE OF BENTS
4. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88)
5. PLACE 2.0-2.5 FT DIA ROUNDED FISH ROCK AS SHOWN - STAGGER SPACING PERPENDICULAR TO BRIDGE 20' O.C., 18 TOTAL
6. APPROACH RAIL DETAILED ON ROADWAY SHEETS

SILVERTON RD CL

L: 1028.30
R: 6486.31
Δ: 9°5'0"



STRUCTURE NO.:	23918
BOS DWG. NO.:	104209
CALC. BOOK:	7227
HWY/ALP.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

TITLE:	PLAN AND ELEVATION
SHEET:	J01

GENERAL NOTES

1. PROVIDE ALL MATERIALS AND PERFORM ALL WORK ACCORDING TO THE 2018 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO BEGINNING WORK.
3. IN-WATER WORK WINDOW IS JUNE 1 TO SEPTEMBER 30.
4. BRIDGE IS DESIGNED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS (8TH EDITION, 2017) WITH AN ALLOWANCE OF 25 PSF FOR FUTURE WEARING SURFACE AND ALL OF THE FOLLOWING LIVE LOADS:

SERVICE AND STRENGTH-II LIMIT STATES:

HL-93: DESIGN TRUCK (OR TRUCKS PER LRFD 3.6.1.3) OR THE DESIGN TANDEM AND THE DESIGN LANE LOAD.

STRENGTH-II LIMIT STATES:

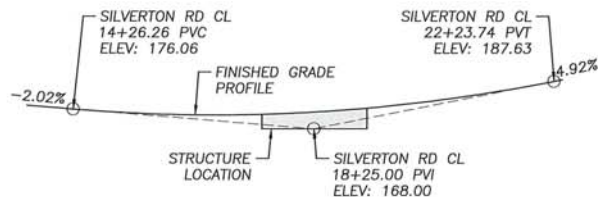
ODOT TYPE OR-STP-5BW PERMIT TRUCK
ODOT TYPE OR-STP-4E PERMIT TRUCK

5. SEISMIC DESIGN IS PERFORMED IN ACCORDANCE WITH THE "AASHTO GUIDE SPECIFICATIONS FOR LRFD SEISMIC BRIDGE DESIGN" ("AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS") AS MODIFIED BY THE "ODOT BRIDGE DESIGN MANUAL". THE HORIZONTAL PEAK GROUND ACCELERATION COEFFICIENTS (PGA) FOR 1000-YEAR RETURN (LIFE SAFETY) AND CASCADIA SUBDUCTION ZONE EARTHQUAKE (OPERATIONAL) ARE 0.25G AND 0.17G RESPECTIVELY, BASED ON 2014 USGS SEISMIC HAZARD MAPS. THE BRIDGE SITE IS DEFINED AS A SITE CLASS E WITH SITE FACTOR (FPGA) OF 1.74.
6. PROVIDE ALL REINFORCING STEEL ACCORDING TO ASTM SPECIFICATION A706, OR AASHTO 31 (ASTM A615) GRADE 60. PROVIDE FIELD BENT STIRRUPS ACCORDING TO ASTM SPECIFICATION A706. USE THE FOLLOWING SPLICE LENGTHS (UNLESS SHOWN OTHERWISE):

REINFORCING SPLICE LENGTHS (CLASS B) GRADE 60 F'C=4.0KSI

BAR SIZE	#3	#4	#5	#6	#7	#8	#9	#10	#11	#14	#18
UNCOATED	1'-4"	1'-7"	2'-0"	2'-5"	2'-9"	3'-2"	3'-7"	4'-0"	4'-5"	NOT PERMITTED	

7. INCREASE ALL SPLICE LENGTHS 30% FOR HORIZONTAL OR NEARLY HORIZONTAL BARS SO PLACED THAT MORE THAN 12" OF FRESH CONCRETE IS CAST BELOW THE BAR.
8. SPLICE REINFORCING STEEL AT ALTERNATE BARS, STAGGERED AT LEAST ONE SPLICE LENGTH OR AS FAR AS POSSIBLE, UNLESS SHOWN OTHERWISE.
9. PLACE BARS 2" CLEAR OF THE NEAREST FACE OF CONCRETE (UNLESS SHOWN OTHERWISE). THE TOP BENDS OF STIRRUPS EXTENDING FROM PRESTRESSED PRECAST UNITS MAY BE SHOP OR FIELD BENT (UNLESS SHOWN OTHERWISE).
10. ALL REINFORCING SPACING IS INTENDED TO BE MAXIMUM UNLESS SHOWN OTHERWISE.
11. PROVIDE CONCRETE AND PRESTRESSING STEEL IN PRECAST PRESTRESSED UNITS ACCORDING TO DETAIL PLANS.
12. PROVIDE A 3/4" CHAMFER ON ALL EXPOSED CONCRETE EDGES UNLESS NOTED OTHERWISE.
13. PROVIDE CLASS HPC4500 - 1-1/2" CONCRETE IN END PANELS AND CAST IN PLACE DECK.
14. PROVIDE CLASS 4000 - 1-1/2", 1", OR 3/4" CONCRETE FOR ALL OTHER CONCRETE.



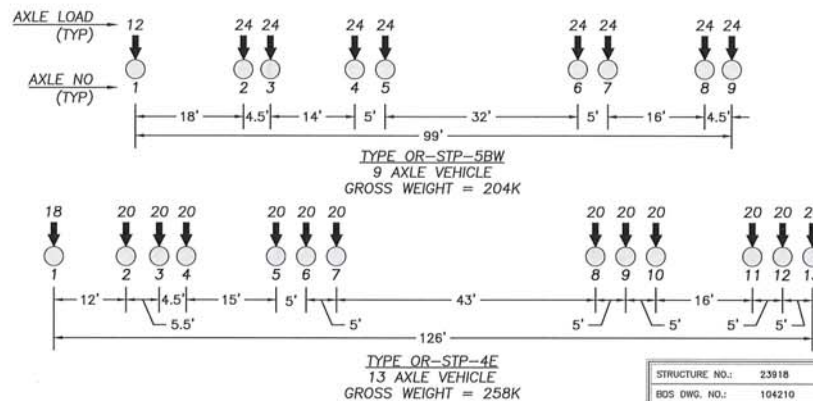
① GRADE LINE DIAGRAM
SCALE: 1" = 200'

HYDRAULIC DATA

ITEMS	UNITS	DESIGN FLOOD	BASE FLOOD	MAX PROB. FLOOD
FREQUENCY	YEARS	50	100	500
DISCHARGE	FT ³ /S	2,144	2,505	3,400
H.W. ELEV. @ UP-STREAM FACE/BRIDGE	FT	149.05	149.53	150.76
BACKWATER	FT	0.76	0.72	0.57
SCOUR ELEV.	FT	137.2	N/A	136.1

SILVERTON ROAD CL ALIGNMENT DATA

LINE/CURVE #	LENGTH	DIRECTION/DELTA	RADIUS	START NORTHING AND EASTING	END NORTHING AND EASTING
L1	318.93'	N54°49'37"E	N/A	N: 237117.93 E: 202571.84	N: 237301.65 E: 202832.54
C1	1028.30'	9°05'00"	6486.3'	N: 237301.65 E: 202832.54	N: 203716.42 E: 203716.42
L2	234.06'	N63°54'37"E	N/A	N: 237825.03 E: 203716.42	N: 237927.96 E: 203926.63
C2	239.42'	9°34'30"	1432.7'	N: 237927.96 E: 203926.63	N: 204131.88 E: 204131.88



② PERMIT TRUCK DIAGRAMS
SCALE: 1" = 20'

STRUCTURE NO.:	23918
BOS DWG. NO.:	104210
CALC. BOOK:	7227
HWY/M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCSR SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLFLOWER

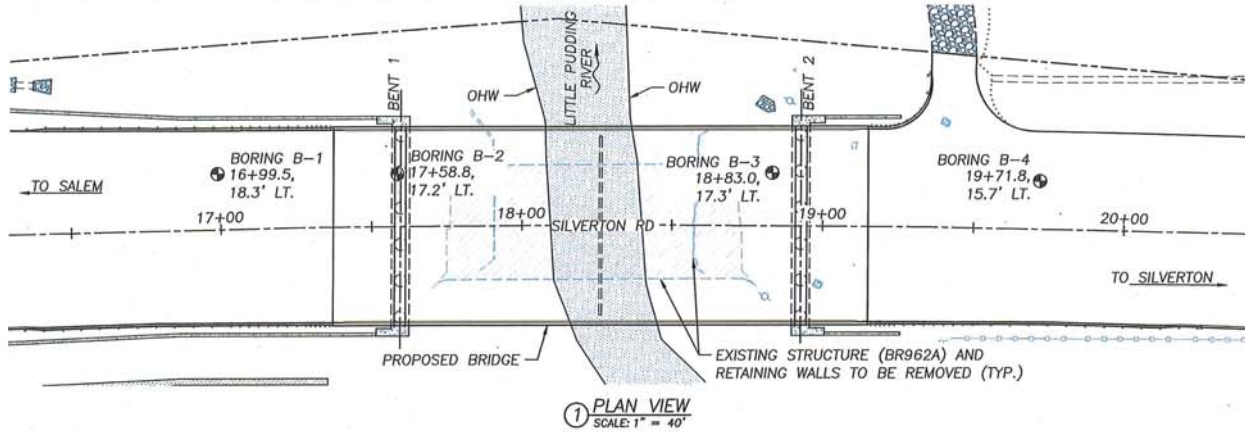
TITLE:

GENERAL NOTES

SHEET:

J02

FILE: \\P0134-1 PWD\G0555\4694 LITTLE PUDDING RIVER BRIDGE\GRAPHICS\DWG\BRIDGE\FOUNDATION\DATA.DWG PLOTTED: 2019/11/07 8:17 PM



LEGEND OF SYMBOLS

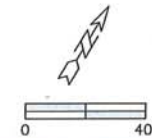
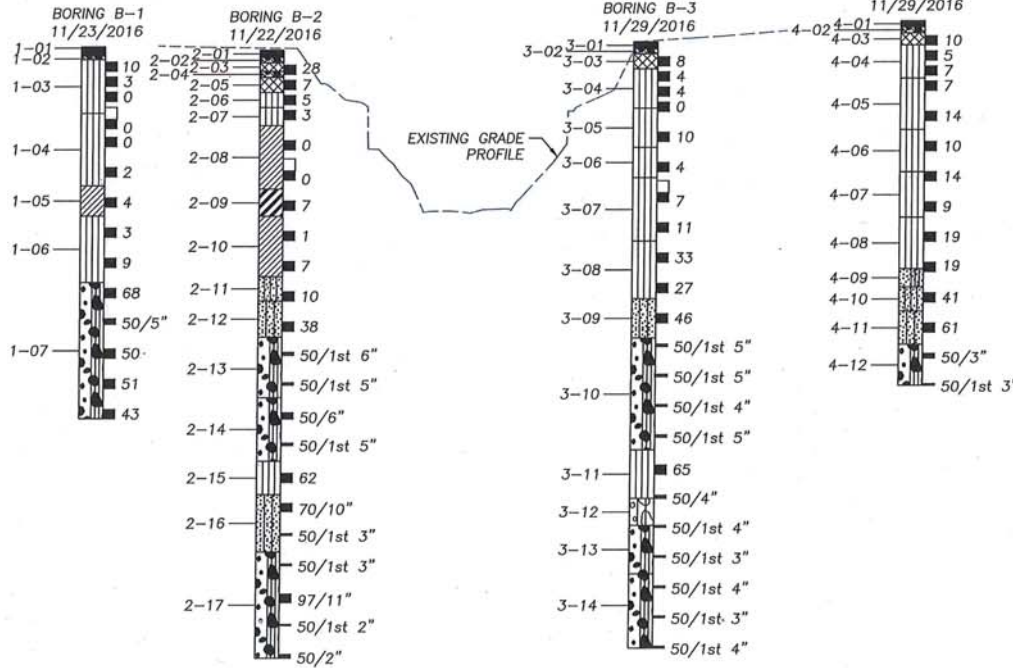
- 38 'N'-VALUE; UNCORRECTED STANDARD PENETRATION RESISTANCE (ASTM D1586, SEE NOTE 2)
- UNDISTURBED SAMPLE (ASTM D1587)
- APPROXIMATE TEST BORING LOCATION

LEGEND OF MATERIALS

- ASPHALT CONCRETE
- CLAY
- SAND
- BASE AGGREGATE
- SILTY CLAY
- GRAVEL (GP)
- FILL
- SILT
- GRAVEL (GW)

NOTES:

- SEE SHEET J04 FOR UNIT DESCRIPTIONS.
- BOREHOLES WERE SAMPLED WITH A HAMMER EFFICIENCY OF 94.2%.
- GEOTECHNICAL DATA SHOWN ON THIS DRAWING ARE A CONSOLIDATION OF INFORMATION AND/OR REVISION IN TERMINOLOGY FROM DRILL LOGS. THE DRILL LOGS AND ANY OTHER EXPLORATION DATA USED IN COMPILING THIS DRAWING ARE AVAILABLE UPON REQUEST FROM THE COUNTY OR THE ENGINEER. CONTRACTOR SHALL REFER TO GEOTECHNICAL REPORTS AND DRILL LOGS AND THE INFORMATION CONTAINED THEREIN.
- REFER TO THE ODOT SOIL AND ROCK CLASSIFICATION MANUAL (1987) FOR A DESCRIPTION OF THE TERMS USED IN THIS DRAWING.
- ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88).



STRUCTURE NO.:	23918
BDS. DWG. NO.:	104211
CALC. BOOK:	7227
HWY./M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	R. PIAO
REVIEWED DATE:	11/8/2019
CHECKED BY:	C. SORESENSEN
CHECKED DATE:	11/8/2019

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
92069PE
Stephen M. McLandrich
OREGON
MARCH 14, 2017
STEPHEN M. MCLANDRICH
EXPIRES: 12/31/2020

SILVERTON ROAD: LITTLE PUDDING RIVER BRIDGE REPLACEMENT

MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2019-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. MCLANDRICH
DRAWN BY:	A.E. HOLMES
TITLE:	FOUNDATION DATA
SHEET:	J03

BORING B-1 UNIT DESCRIPTIONS

ID NO.	DESCRIPTION
1-01	ASPHALT CONCRETE
1-02	BASE AGGREGATE
1-03	SILT; ML; LIGHT BROWN; LOW PLASTICITY; MOIST; VERY SOFT TO STIFF; MICACEOUS; (FILL)
1-04	SILT WITH TRACE GRAVEL AND TRACE SAND TO SILT; ML; BLUE-GRAY; LOW PLASTICITY; MOIST TO WET; VERY SOFT; TRACE ORGANICS; MICACEOUS
1-05	SILTY CLAY; CL; BLUE-GRAY; MEDIUM PLASTICITY; MOIST; SOFT; TRACE ORGANICS AND WOOD FRAGMENTS
1-06	SILT WITH TRACE SAND; ML; BLUE-GRAY; NONPLASTIC; MOIST; VERY LOOSE TO LOOSE; MICACEOUS
1-07	SANDY GRAVEL WITH SOME SILT; GW-GM; BLUE-GRAY TO BROWN; NONPLASTIC FINES; MOIST; VERY DENSE TO DENSE

BORING B-2 UNIT DESCRIPTIONS

ID NO.	DESCRIPTION
2-01	ASPHALT CONCRETE
2-02	BASE AGGREGATE
2-03	SILT WITH TRACE SAND; ML; BROWN; LOW PLASTICITY; MOIST; VERY STIFF; MICACEOUS; (FILL)
2-04	SILTY GRAVEL WITH SOME SAND; GM; BROWN; LOW PLASTICITY FINES; MOIST; MEDIUM DENSE; (FILL)
2-05	SILT WITH SOME GRAVEL AND TRACE SAND; ML; BROWN; NONPLASTIC TO LOW PLASTICITY; MOIST; MEDIUM STIFF; (FILL)
2-06	SILT WITH TRACE GRAVEL AND TRACE SAND; ML; BROWN; NONPLASTIC TO LOW PLASTICITY; MOIST; MEDIUM STIFF
2-07	SILT WITH SOME SAND; ML; BROWN; NONPLASTIC TO LOW PLASTICITY; MOIST; SOFT; MICACEOUS
2-08	SILTY CLAY; CL; BLUE-GRAY; MEDIUM PLASTICITY; MOIST; VERY SOFT; TRACE ORGANICS
2-09	CLAY; CH; BLUE-GRAY; HIGH PLASTICITY; MOIST; MEDIUM STIFF; TRACE ORGANICS
2-10	SILTY CLAY; CL; BLUE-GRAY; MEDIUM PLASTICITY; MOIST; VERY SOFT TO MEDIUM STIFF; TRACE ORGANICS; MICACEOUS
2-11	SANDY SILT WITH TRACE GRAVEL; ML; BLUE-GRAY; LOW PLASTICITY; WET; STIFF; STRATIFIED WITH 1 TO 3-INCH THICK INTERBEDS OF SILT (ML); MICACEOUS
2-12	SILTY SAND WITH TRACE GRAVEL; SM; BROWN; NONPLASTIC FINES; WET; DENSE
2-13	SANDY GRAVEL WITH SOME SILT; GW-GM; BROWN; NONPLASTIC FINES; MOIST; VERY DENSE
2-14	SANDY GRAVEL WITH SOME SILT; GW-GM; BROWN; NONPLASTIC FINES; MOIST; VERY DENSE; SLIGHT TO MODERATE IRON OXIDATION AND STAINING
2-15	SILT WITH TRACE SAND; ML; GRAY-BROWN; NONPLASTIC; MOIST; VERY DENSE
2-16	SILTY SAND WITH SOME GRAVEL; SM; BROWN; NONPLASTIC FINES; MOIST; VERY DENSE
2-17	SANDY GRAVEL WITH SOME SILT; GW-GM; BROWN; NONPLASTIC FINES; MOIST; VERY DENSE; WEAKLY CEMENTED BELOW 90 FEET; SLIGHT IRON OXIDATION AND STAINING AT 100 FEET

BORING B-3 UNIT DESCRIPTIONS

ID NO.	DESCRIPTION
3-01	ASPHALT CONCRETE
3-02	BASE AGGREGATE
3-03	SILT WITH SOME GRAVEL AND TRACE SAND; ML; BROWN; NONPLASTIC TO LOW PLASTICITY; MOIST; MEDIUM STIFF; (FILL)
3-04	SILT; ML; BROWN TO BROWN MOTTLED DARK BROWN; LOW PLASTICITY; MOIST; VERY SOFT TO MEDIUM STIFF; TRACE FINE FIBROUS ORGANICS; MODERATE IRON OXIDE STAINING AT 10 FEET; MICACEOUS
3-05	SILT; ML; BLUE-GRAY; LOW PLASTICITY; MOIST; STIFF; TRACE ORGANICS; MICACEOUS
3-06	SILT WITH SOME SAND; ML; LIGHT BROWN; LOW PLASTICITY; MOIST; SOFT TO MEDIUM STIFF; SLIGHT IRON OXIDATION AND STAINING
3-07	SILT; ML; LIGHT BROWN; NONPLASTIC TO LOW PLASTICITY; MOIST; MEDIUM STIFF; SLIGHT IRON OXIDE STAINING; MICACEOUS
3-08	SILT WITH SOME SAND; ML; DARK GRAY TO DARK BROWN; NONPLASTIC TO LOW PLASTICITY; MOIST; VERY STIFF TO HARD; MICACEOUS
3-09	SILTY SAND; SM; BROWN; LOW PLASTICITY FINES; MOIST; DENSE
3-10	SANDY GRAVEL WITH SOME SILT; GW-GM; BROWN TO GRAY; NONPLASTIC FINES; MOIST; VERY DENSE
3-11	SILT WITH SOME SAND; ML; BLUE-GRAY TO BROWN; NONPLASTIC; MOIST; VERY DENSE
3-12	SILTY SANDY GRAVEL; GM; BROWN; NONPLASTIC FINES; MOIST; VERY DENSE
3-13	SANDY GRAVEL WITH SOME SILT; GW-GM; BROWN TO GRAY; LOW PLASTICITY FINES; MOIST; VERY DENSE
3-14	SANDY GRAVEL WITH SOME SILT; GW-GM; BROWN TO GRAY; LOW PLASTICITY FINES; MOIST; VERY DENSE; SLIGHT IRON OXIDATION AND STAINING

BORING B-4 UNIT DESCRIPTIONS

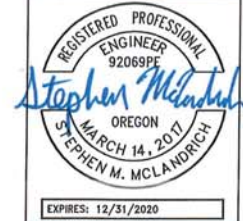
ID NO.	DESCRIPTION
4-01	ASPHALT CONCRETE
4-02	BASE AGGREGATE
4-03	SILT WITH SOME SAND; ML; LIGHT BROWN; LOW PLASTICITY; MOIST; STIFF; MICACEOUS; (FILL)
4-04	SILT; ML; LIGHT BROWN; NONPLASTIC TO LOW PLASTICITY; MOIST TO WET; LOOSE/MEDIUM STIFF; MICACEOUS
4-05	SILT WITH TRACE SAND; ML; LIGHT BROWN; NONPLASTIC; WET; LOOSE TO MEDIUM DENSE; MICACEOUS
4-06	SILT WITH SOME SAND; ML; LIGHT BROWN; NONPLASTIC; WET; MEDIUM DENSE; MICACEOUS
4-07	SILT WITH TRACE SAND; ML; LIGHT BROWN; NONPLASTIC TO LOW PLASTICITY; WET; STIFF TO MEDIUM DENSE; MICACEOUS
4-08	SILT WITH TRACE SAND; ML; LIGHT BROWN TO BLUE-GRAY; NONPLASTIC TO LOW PLASTICITY; WET; VERY STIFF; SLIGHT IRON OXIDE STAINING; MICACEOUS
4-09	SAND WITH SOME SILT; SP-SM; BROWN; NONPLASTIC FINES; MOIST; MEDIUM DENSE
4-10	SANDY SILT; ML; BROWN MOTTLED ORANGE-BROWN; NONPLASTIC; MOIST; DENSE
4-11	SILTY SAND; SM; BROWN; NONPLASTIC FINES; MOIST; VERY DENSE; STRATIFIED WITH THIN INTERBEDS OF SAND WITH SOME SILT (SP-SM)
4-12	SANDY GRAVEL WITH SOME SILT; GW-GM; BROWN TO GRAY; NONPLASTIC FINES; MOIST; VERY DENSE

NOTES:

- SEE SHEET J03 FOR PLAN AND FOUNDATION DATA VIEWS.
- GEOTECHNICAL DATA SHOWN ON THIS DRAWING ARE A CONSOLIDATION OF INFORMATION AND/OR REVISION IN TERMINOLOGY FROM DRILL LOGS. THE DRILL LOGS AND ANY OTHER EXPLORATION DATA USED IN COMPILING THIS DRAWING ARE AVAILABLE UPON REQUEST FROM THE COUNTY OR THE ENGINEER. CONTRACTOR SHALL REFER TO GEOTECHNICAL REPORTS AND DRILL LOGS AND THE INFORMATION CONTAINED THEREIN.
- REFER TO THE ODOT SOIL AND ROCK CLASSIFICATION MANUAL (1987) FOR A DESCRIPTION OF THE TERMS USED IN THIS DRAWING.

STRUCTURE NO.:	23918
BOS. DWG. NO.:	104212
CALC. BOOK:	7227
HWY./MP.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	R. PIAO
REVIEWED DATE:	11/8/2019
CHECKED BY:	C. SORENSEN
CHECKED DATE:	11/8/2019

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



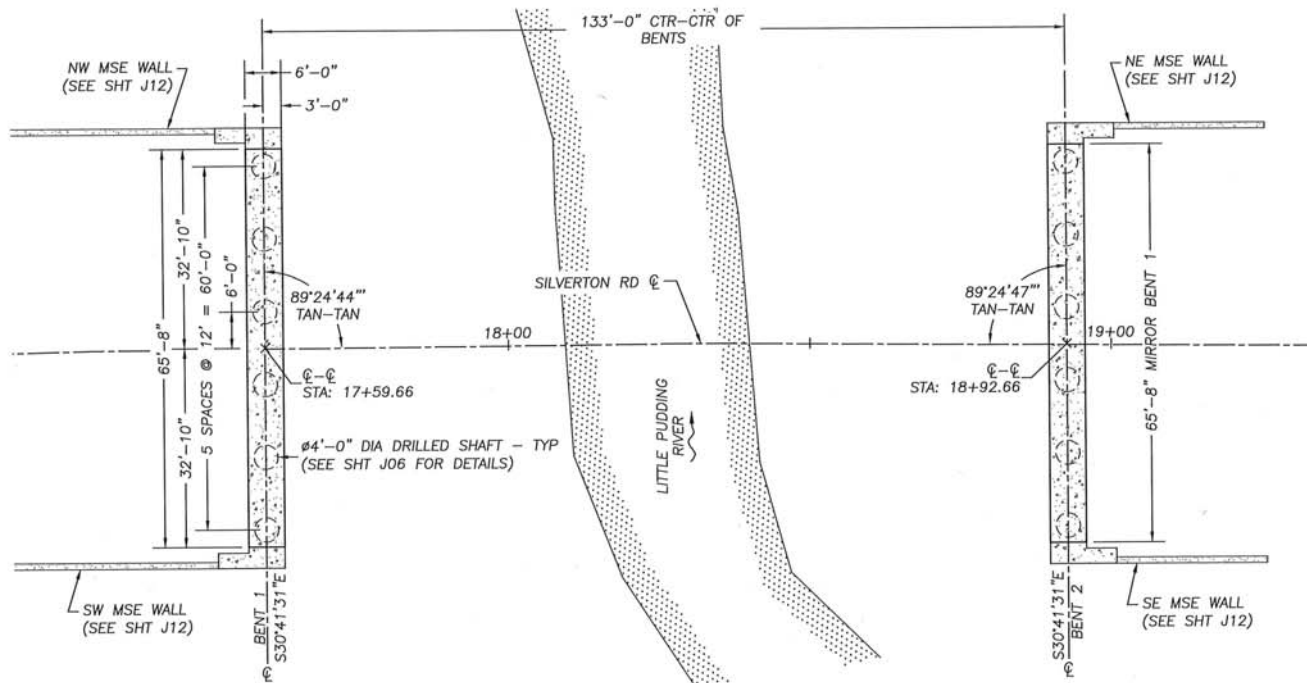
MARION COUNTY

SILVERTON ROAD: LITTLE PUDDING RIVER BRIDGE REPLACEMENT

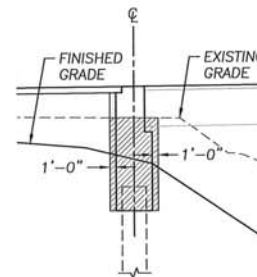
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
EDMS NO.:	2019-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	NCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. MCLANDRICH
DRAWN BY:	A.E. HOLMES

TITLE:	FOUNDATION DATA
SHEET:	J04

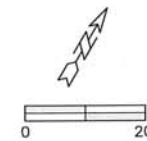


① FOUNDATION PLAN
SCALE: 1" = 20'



② EXCAVATION & BACKFILL DETAIL
SCALE: 1" = 20'

PAY LIMITS FOR STRUCTURAL EXCAVATION
 PAY LIMITS FOR GRANULAR WALL BACKFILL



STRUCTURE NO.:	23918
BOS DWG. NO.:	104213
CALC. BOOK:	7227
HWY/M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

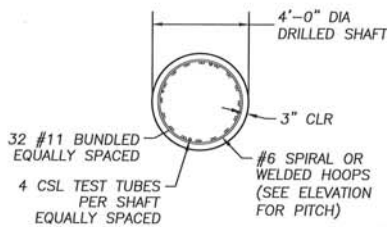
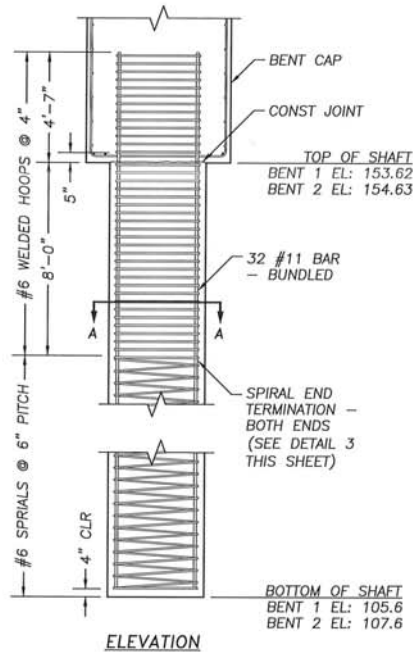
MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

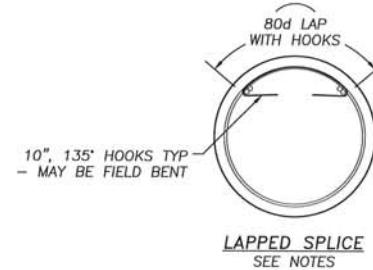
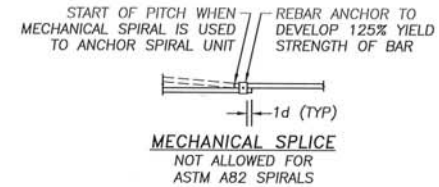
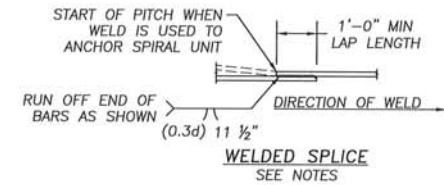
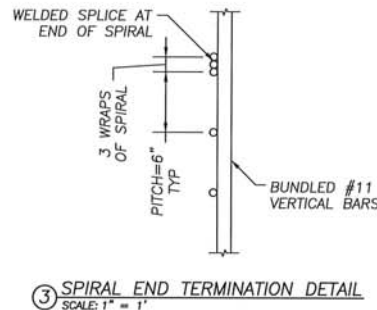
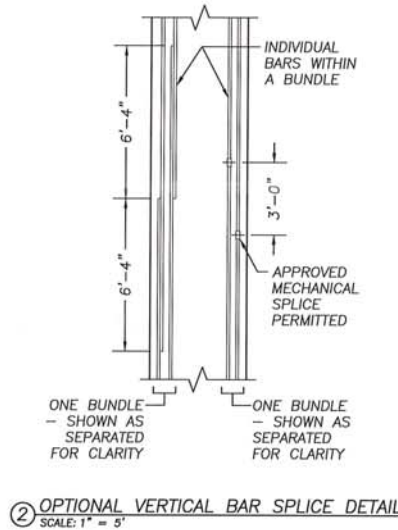
PROJECT NO.:	103862
ECHS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRETZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:
FOUNDATION
PLAN AND
DETAILS

SHEET:
J05



① **DRILLED SHAFT DETAIL**
SCALE: 1" = 5'



④ **SPLICE OPTION DETAILS**
SCALE: NTS

NOTES:

USE ASTM A706 FOR ALL WELDED SPLICES, EXCEPT ASTM A615 GRADE 60, ASTM A82, OR ASTM A496 MAY BE USED IF COPIES OF THE CHEMICAL COMPOSITION ANALYSIS ARE SUBMITTED AND APPROVED AS WELDABLE BY THE ENGINEER.

ANCHOR SPIRALS AT EACH END OR DISCONTINUITY WITH ONE EXTRA TURN AND A SPLICE TO ITSELF AS SHOWN. WHERE PERMITTED ON PLANS, PROVIDE CLOSED HOOPS CONFORMING TO THE REQUIREMENTS OF THIS DETAIL.

LAPPED SPLICE IS NOT ALLOWED IN THE PLASTIC HINGE REGION. NO WELDING OF SPIRALS IS PERMITTED IN THE PLASTIC HINGE REGION AFTER THE COLUMN CAGE IS ASSEMBLED. SPIRALS SHALL BE FIELD OR SHOP WELDED INDEPENDENTLY AND THEN ASSEMBLED AROUND THE VERTICAL COLUMN BARS AFTER WELDING.

MAKE FLARE WELD IN DIRECTION SHOWN

WELD REINFORCING STEEL SPLICES IN ACCORDANCE WITH THE LATEST EDITION OF AWS D1.4, "STRUCTURAL WELDING CODE REINFORCING STEEL."

STRUCTURE NO.:	23918
BOS DWG. NO.:	104214
CALC. BOOK:	7227
HWY/ALP.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

**SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT**

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-05D
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:
**DRILLED SHAFT
DETAILS**

SHEET:
J06



SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

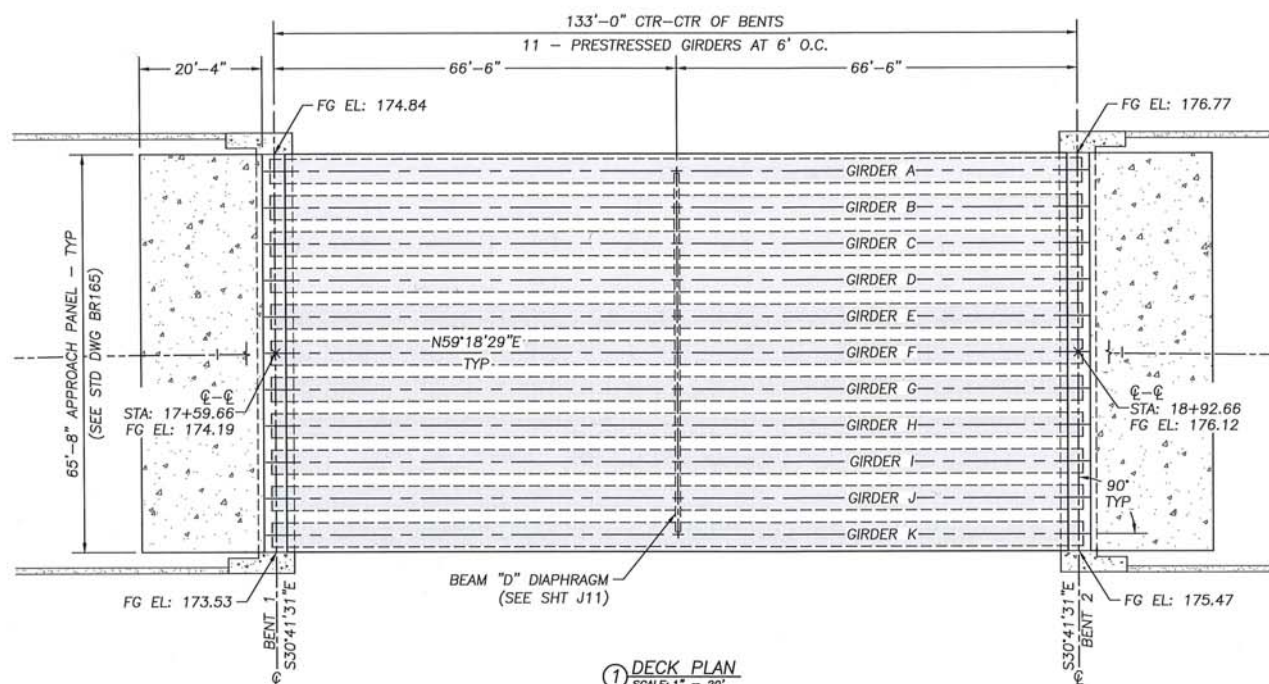
PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

STRUCTURE NO.:	23918
BDS DWG. NO.:	104215
CALC. BOOK:	7227
HWY/M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

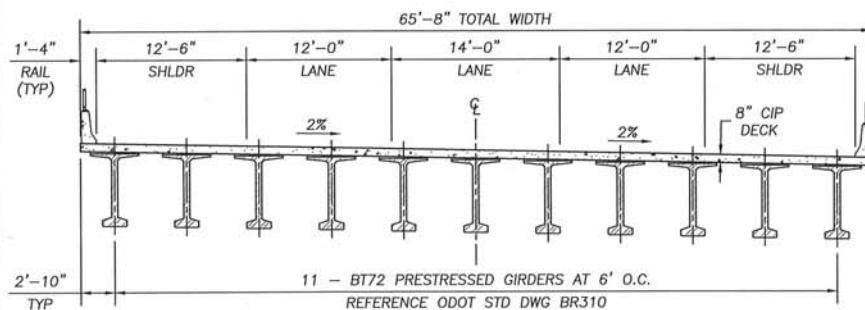
TITLE:

TYPICAL
SECTION AND
DECK PLAN

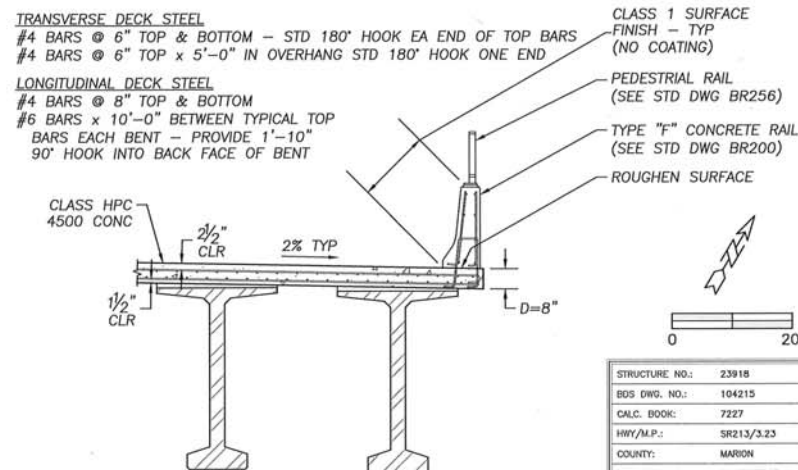
SHEET: J07



① DECK PLAN
SCALE: 1" = 20'

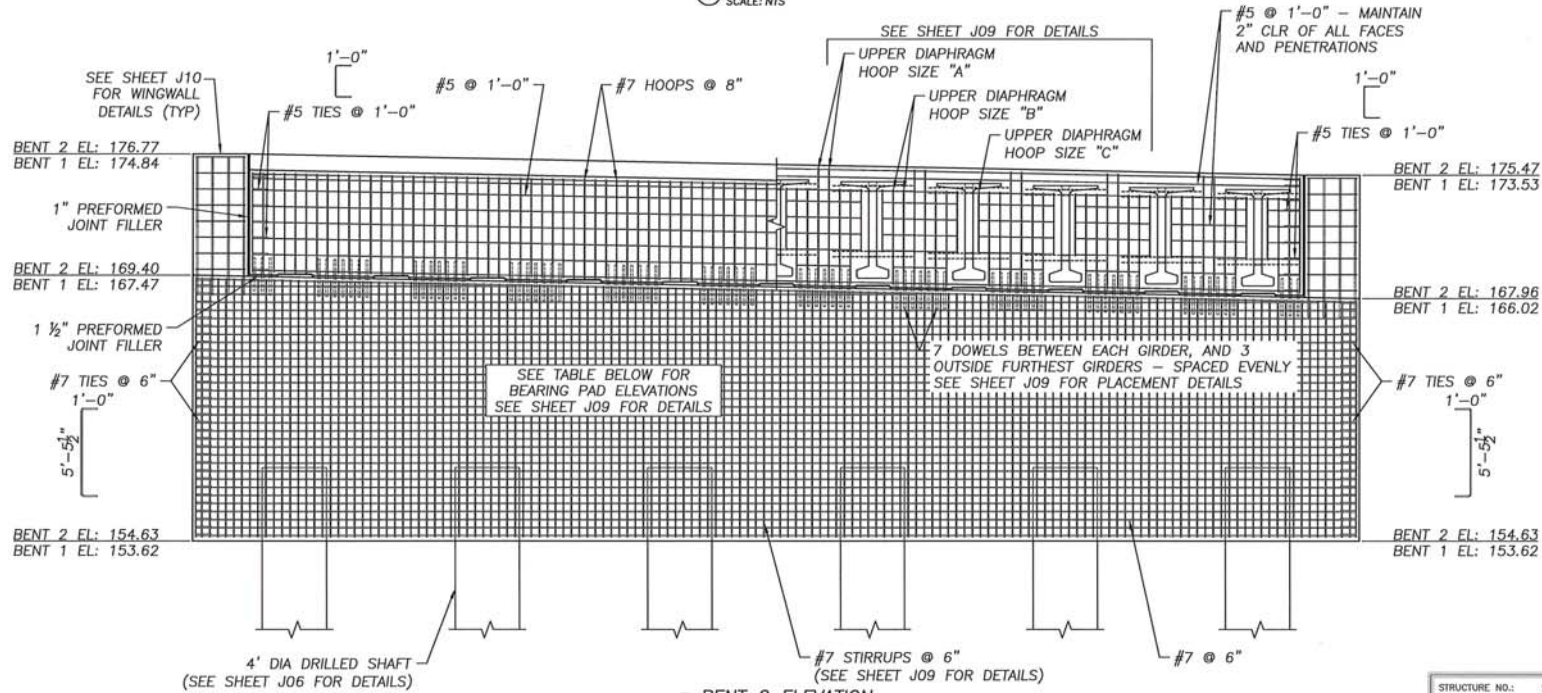
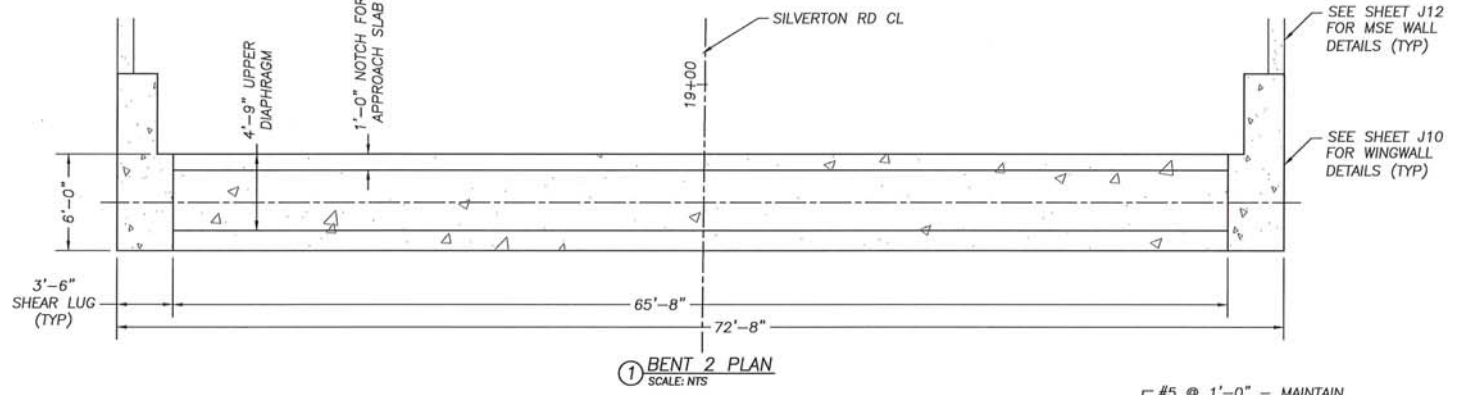


② TYPICAL SECTION
SCALE: 1" = 10'



③ DECK AND RAIL DETAIL
SCALE: 1" = 4'

FILE: C:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BROOKS\B2A SILVERTON RD\DRAWING\BROOKS\B2A SILVERTON RD BRIDGE DETAILS.DWG PLOTTED: 2020/08/13 5:05 PM



BEARING PAD ELEVATIONS											
	GIRDER "A"	GIRDER "B"	GIRDER "C"	GIRDER "D"	GIRDER "E"	GIRDER "F"	GIRDER "G"	GIRDER "H"	GIRDER "I"	GIRDER "J"	GIRDER "K"
BENT 1	167.39	167.27	167.15	167.03	166.91	166.79	166.67	166.54	166.42	166.30	166.18
BENT 2	169.32	169.20	169.08	168.96	168.84	168.72	168.60	168.48	168.37	168.25	168.13

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

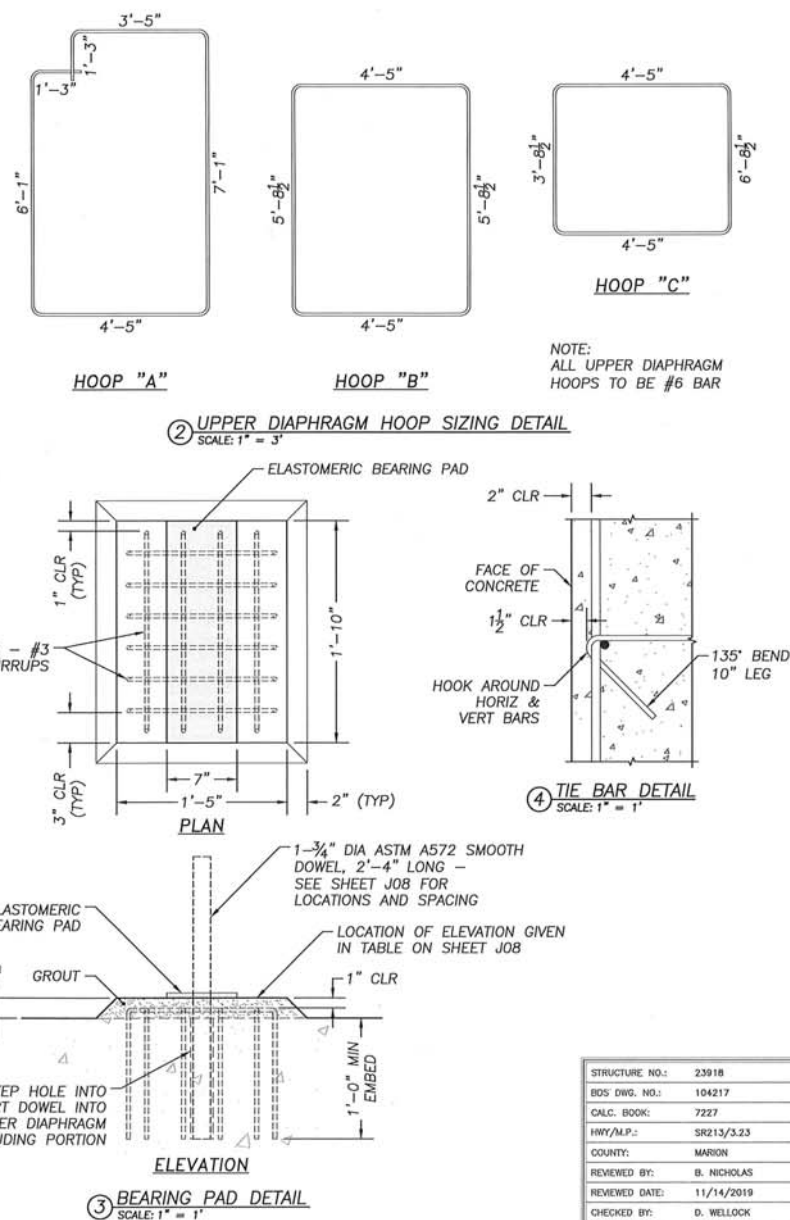
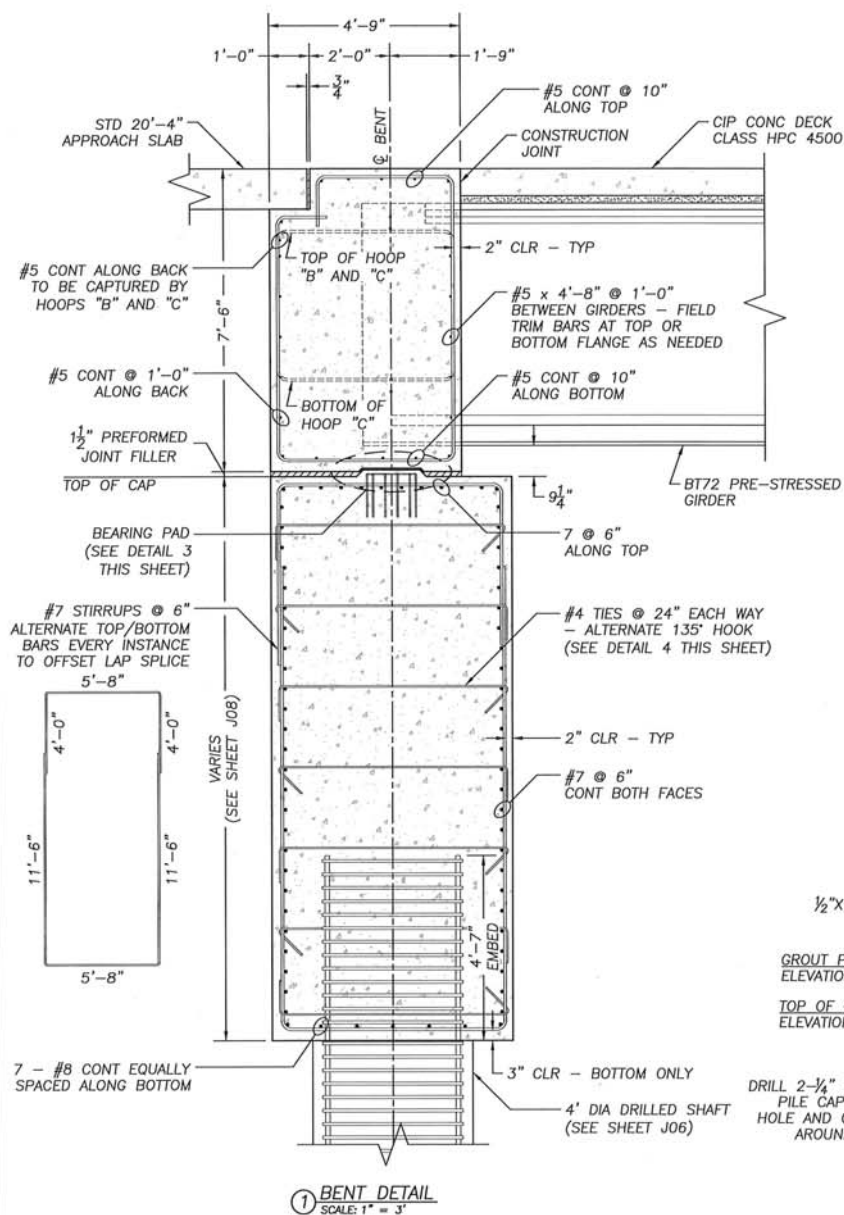
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLFLOWER

STRUCTURE NO.:	23918
BDS DWG. NO.:	104216
CALC. BOOK:	7227
HWY/M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

TITLE:
**BENT 2 PLAN
AND ELEVATION**

SHEET:
J08



SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:	BENT DETAILS
SHEET:	J09

6'-0" BENT

12 - #5
EQUALLY SPACED

90° TYP

18 - #8
EQUALLY SPACED

2" CLR - TYP

11'-0"

#4 TIES @ 3'-0"
EA DIRECTION

#5 HOOPS @ 1'-0"

NOTE:
BENT 1 IS SHOWN - BENT
2 IS MIRROR OPPOSITE

#4 TIES @ 3'-0" EA DIRECTION

#5 @ 6" INSIDE FACE

#5 @ 1'-0" OUTSIDE FACE

12'-0"

GRANULAR WALL BACKFILL

2'-6"

1'-0"

Detailed description: This is a cross-sectional diagram of a wall assembly. The wall has a total height of 12 feet 0 inches. It is reinforced with #4 ties at 3-foot intervals in the EA direction. The reinforcement includes #5 bars at 6 inches on the inside face and #5 bars at 1 foot 0 inches on the outside face. The wall is surrounded by granular wall backfill. The base of the wall shows a total width of 2 feet 6 inches, with a 1 foot 0 inch section on the right side.

NOTE:
BENT 1 IS SHOWN — BENT
2 IS MIRROR OPPOSITE



DEPARTMENT OF PUBLIC WORKS

STRUCTURE NO.:	23918
BOS DWG. NO.:	104218
CALC. BOOK:	7227
HWY./M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

WINGWALL DETAILS

J10

GIRDER SCHEDULE

GIRDER TYPE	GIRDER NUMBER	NUMBER REQUIRED	LT = LT EXTERIOR RT = RT EXTERIOR	SPAN NUMBER	SPAN LENGTH CTR – CTR BEARINGS ALONG GIRDER C	"A", O-O GIRDER (HORIZONTAL LENGTH AFTER SHORTENING)	GIRDER WEIGHT, KIPS	CONCRETE STRENGTH @ 28 DAYS, KSI	CONCRETE STRENGTH @ RELEASE, KSI	INITIAL TENSION PER STRAND, KIPS	NUMBER OF STRANDS PER GIRDER, "N"	FIGURE NUMBER FOR STRAND PATTERN	REINFORCING BARS		DIAPHRAGM		BACK END (ON STATIONING)				AHEAD END (ON STATIONING)				ESTIMATED MIDSPAN DEFLECTION, IN.							
													STIRRUP SPACES		(STIRRUP LEG)	NEGATIVE VALUE INDICATES BACK FROM MIDSPAN		END BLOCK	NEGATIVE VALUE INDICATED POINT BEYOND GIRDER END				END BLOCK	NEGATIVE VALUE INDICATED POINT BEYOND GIRDER END				UPWARD AT RELEASE	UPWARD 3 MONTHS AFTER RELEASE	DOWN DUE TO NON-COMP DEAD LOAD	DOWN DUE TO COMP DEAD LOAD	EST SHORTENING 2 WEEKS AFTER RELEASE, IN.
													"a"	"b"		"D _L "	"D _R "		"F _L "	"E _L "	"E _R "	"F _R "		"F _L "	"E _L "	"E _R "	"F _R "					
BT72	A	1	LT	1	133.00	134.25	97.9	9.0	7.0	39.8	54	1	10	6	76 1/4	0.0	0.0	NO	19	8 1/2	8 1/2	19	NO	19	8 1/2	8 1/2	19	3 1/2	6 1/4	3/8	3 3/8	1 1/8
BT72	B-J	9	---	1	133.00	134.25	97.9	9.0	7.0	39.8	54	1	10	6	76 1/4	0.0	0.0	NO	19	8 1/2	8 1/2	19	NO	19	8 1/2	8 1/2	19	3 1/2	6 1/4	3/8	3 3/8	1 1/8
BT72	K	1	RT	1	133.00	134.25	97.9	9.0	7.0	39.8	54	1	10	6	76 1/4	0.0	0.0	NO	19	8 1/2	8 1/2	19	NO	19	8 1/2	8 1/2	19	3 1/2	6 1/4	3/8	3 3/8	1 1/8

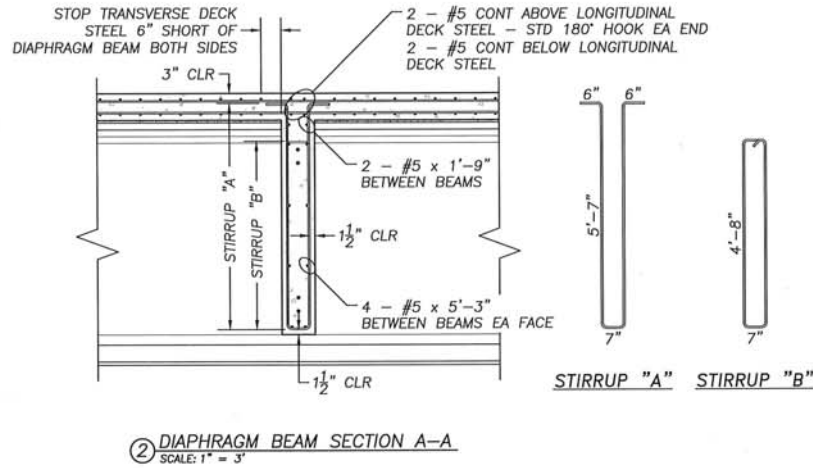
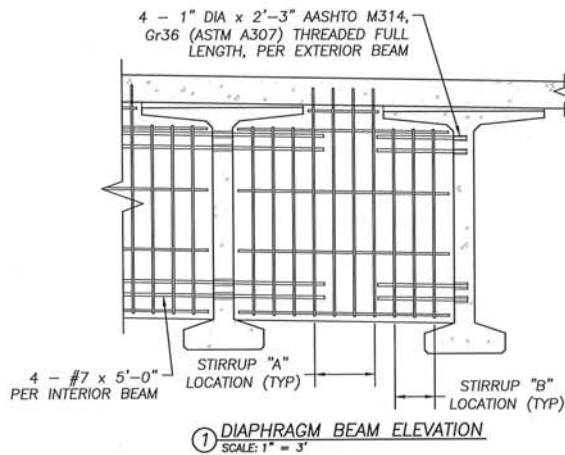
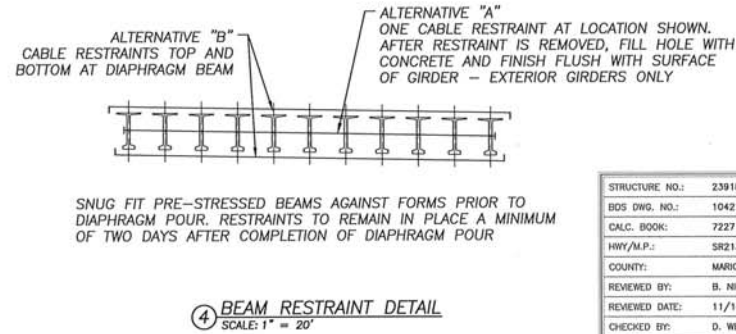
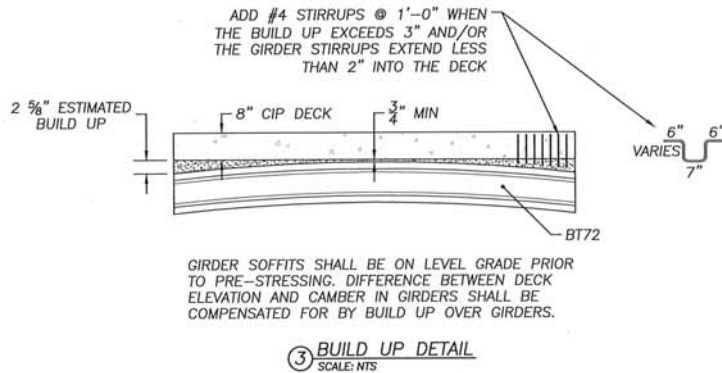


FIGURE 1

"N"	54
"D _a "	26
"Y _e "	4.5"
"h _e "	3"
BACK	AHEAD
"Y _e "	24"
"h _e "	19.28"



STRUCTURE NO.:	23918
BOS DWG. NO.:	104219
CALC. BOOK:	7227
HWY./M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

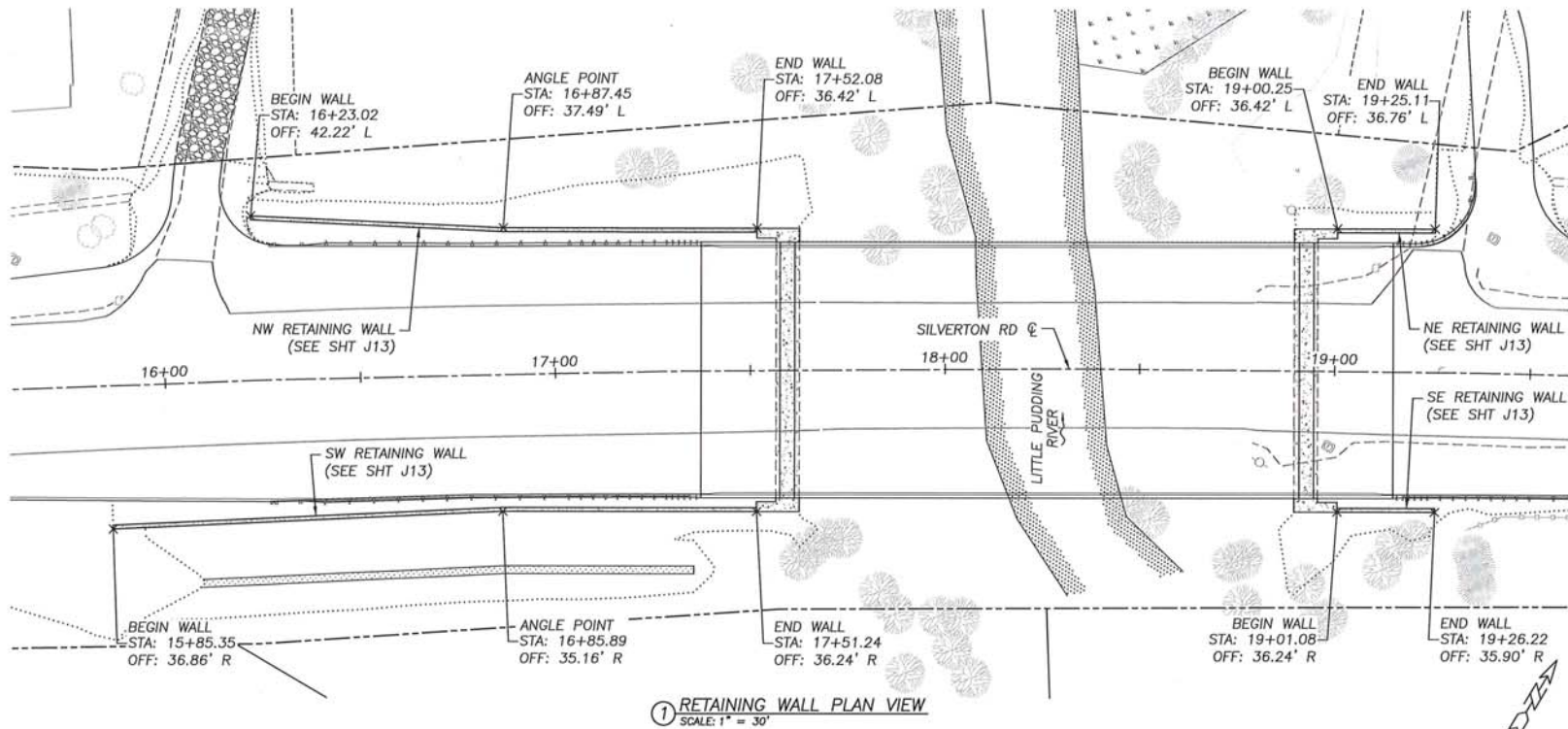


MARION COUNTY
SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCSR SALEM
VERT. DATUM:	NAVB88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:
PRESTRESSED
BEAM DETAILS
SHEET:
J11

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\BRIDGES\BRIDGE24\SILVERTON_RD\DWG\RETAINING_WALL_PLAN_AND_ELEVATIONS.DWG PLOTTED: 2022/08/13 5:05 PM



STRUCTURE NO.:	23918
BOS DWS. NO.:	104220
CALC. BOOK:	7227
HWY/M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



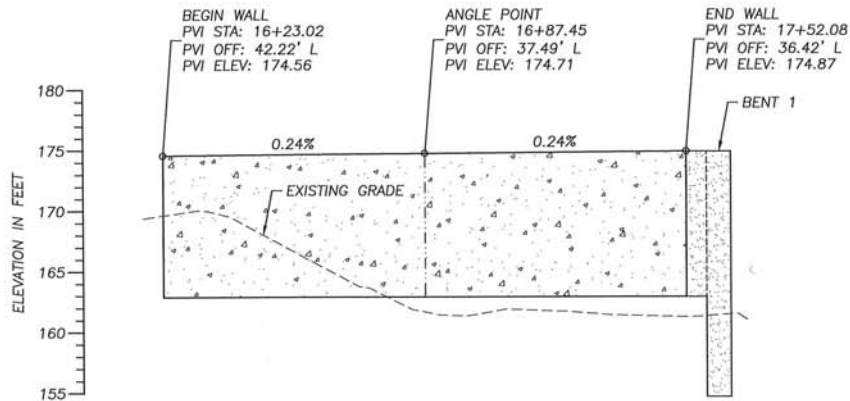
MARION COUNTY

SILVERTON RD: LITTLE PUDDING RIVER BR REPLACEMENT

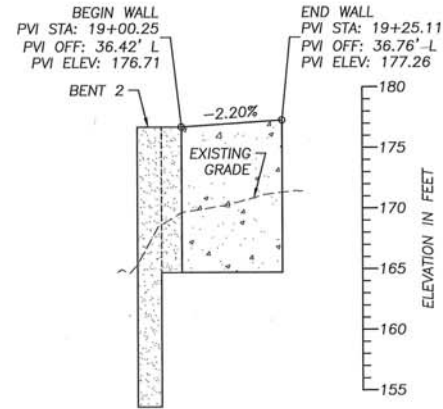
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

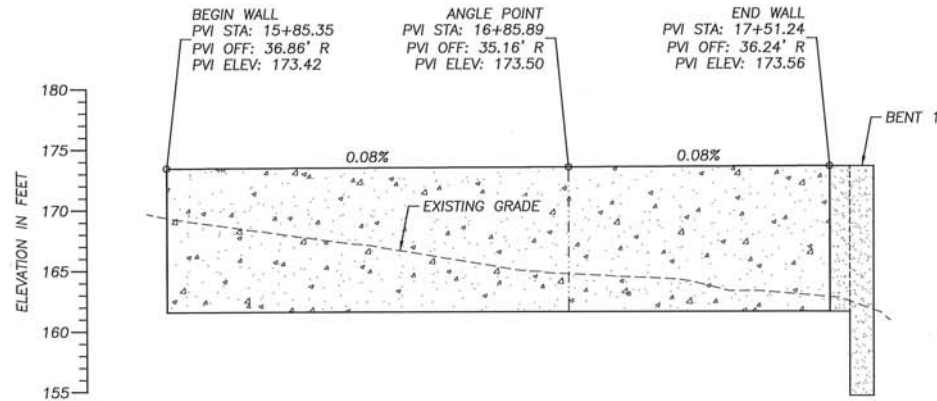
TITLE:	RETAINING WALL PLAN
SHEET:	J12



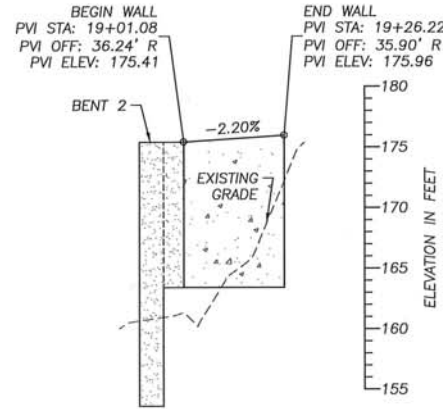
① NW RETAINING WALL ELEVATION
SCALE: 1" = 30' VERTICAL SCALE: 1" = 10'



② NE RETAINING WALL ELEVATION
SCALE: 1" = 30' VERTICAL SCALE: 1" = 10'



③ SW RETAINING WALL ELEVATION
SCALE: 1" = 30' VERTICAL SCALE: 1" = 10'



④ SE RETAINING WALL ELEVATION
SCALE: 1" = 30' VERTICAL SCALE: 1" = 10'



STRUCTURE NO.:	23918
BOS DWG. NO.:	104221
CALC. BOOK:	7227
HWY/M.P.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

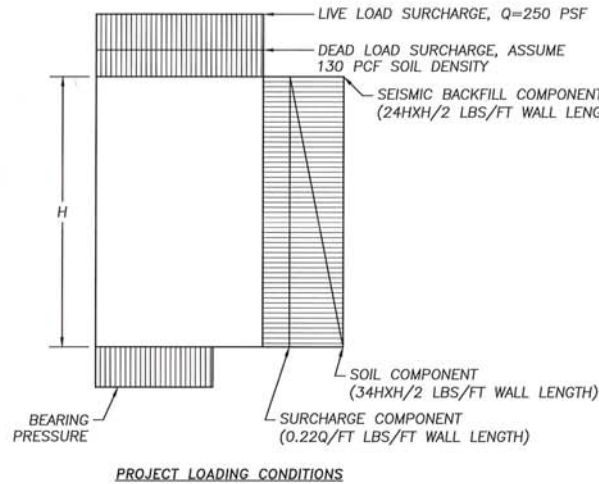
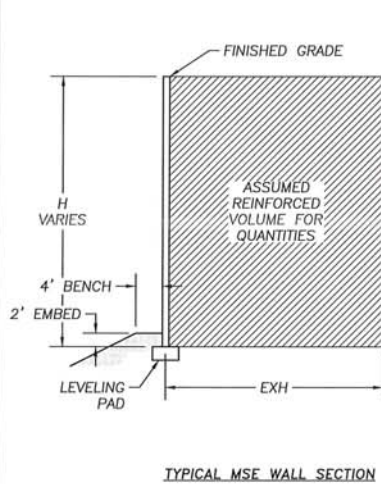


MARION COUNTY
**SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT**
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103862
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

TITLE:
**RETAINING WALL
ELEVATIONS**

SHEET:
J13



① MSE RETAINING WALL DATA
SCALE: 1" = 3'

GEOTECHNICAL INFORMATION

MSE WALLS ARE DESIGNED FOR THE FOLLOWING SOIL PROPERTY VALUES:

	DENSITY	INTERNAL FRICTION ANGLE
REINFORCED FILL	130 PCF	34 DEGREES
RETAINED BACKFILL	130 PCF	34 DEGREES
FOUNDATION SOIL	105 PCF	32 DEGREES

ASSUMED WALL BASE IS AN UNREINFORCED CONCRETE LEVELING PAD FOR MSE WALLS AND IS CONSTRUCTED A MINIMUM OF 2' BELOW EXISTING OR FUTURE GROUND SURFACE ON GRANULAR STRUCTURE BACKFILL.

FOR MSE WALLS:
PROVIDE A MINIMUM SERVICE LIFE OF 100 YEARS FOR ALL COMPONENTS.

MEET THE FOLLOWING MINIMUM FACTORS OF SAFETY FOR STATIC CONDITIONS:

SLIDING	1.5
OVERTURNING	2.0

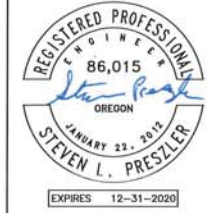
FOR SOIL REINFORCEMENTS USED IN THE PERMANENT MSE WALL USE A GLOBAL FACTOR OF SAFETY OF 1.1 FOR ULTIMATE LIMIT STATE CONDITIONS.

COMPUTE ALLOWABLE BEARING CAPACITY USING A MINIMUM FACTOR OF SAFETY OF 3.0 FOR MSE WALLS FOR SERVICE 1 LIMIT STATE.

EMBEDMENT TABLE

WALL LOCATION	EMBEDMENT FACTOR (E)
NW	0.7
SW	1.1
NE	0.8
SE	0.7

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY

SILVERTON RD: LITTLE PUDDING
RIVER BR REPLACEMENT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	103662
ECMS NO.:	2020-451
FED. PROJ. NO.:	BR-C047(077)
KEY NO.:	18410
ROAD NO.:	26-050
HORIZ. DATUM:	OCHS SALEM
VERT. DATUM:	NAVOBS
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLIFLOWER

STRUCTURE NO.:	23918
BOS DWG. NO.:	104222
CALC. BOOK:	7227
HWY/ALP.:	SR213/3.23
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	11/14/2019
CHECKED BY:	D. WELLOCK
CHECKED DATE:	10/25/2019

TITLE:
RETAINING WALL
DETAILS

SHEET:
J14

FILE: X:\PROJECTS\2018\1804-000 (MARION COUNTY, SILVERTON RD TDM SIGNALS)\CADD\TS-1.dwg PLOTTED: 2/24/2020 8:37 AM

TRAFFIC SIGNAL LEGEND

CONTROLLERS

- (C 2070) INSTALL CONTRACTOR SUPPLIED MODEL 2070E CONTROLLER FOR TEMPORARY TRAFFIC SIGNAL.

CABINETS

- (332S) INSTALL A MODEL 332S CABINET (PER CITY OF SALEM SPEC) & CONTROLLER EQUIPMENT WITH RISER FRAME ON TEMPORARY FOUNDATION. ORIENT LOUVERED DOORS AS SHOWN (CONTRACTOR SUPPLIED). SEE SHEET TS-7 FOR TEMPORARY CONTROLLER CABINET BASE DETAILS.

- (TC) INSTALL TERMINAL CABINET.

- (MS) INSTALL 120/240V METER BASE.

- (T SCL) INSTALL POLE MOUNTED TEMPORARY SERVICE CABINET, 120/240 VOLT FOR SIGNAL AND ILLUMINATION SYSTEM. SEE DETAILS ON SHEET TS-7.

- (SCL) INSTALL SERVICE CABINET, 120/240V, FOR SIGNAL, FLASHER AND ILLUMINATION CIRCUITS.

- (EX MS) RETAIN AND PROTECT EXISTING METER BASE

- (RX SC) REMOVE EXISTING SERVICE CABINET.

POLES

- (EX WP) MAINTAIN AND PROTECT EXISTING WOOD POLE.

- (WPX) INSTALL SPECIAL (X-NON-STANDARD) TREATED WOOD STRAIN POLE (SEE "POLE ENTRANCE CHART" AND SHEET TS-7).

- (WPP) INSTALL WOOD 4" X 4" PEDESTRIAN SIGNAL PEDESTAL POST. SEE SHEET TS-7.

- (AN) INSTALL BACK GUY ANCHOR. SEE SHEET TS-6.

FIRE PREEMPTION

- (F-N CH) INSTALL CHANNEL (CH), (N)-WAY FIRE PRE-EMPTION DETECTOR UNIT.

- (FF CH) INSTALL CHANNEL (CH) FIRE PRE-EMPTION DETECTOR FEEDER CABLE.

VEHICLE DETECTION

- (VDC Ph) INSTALL THERMAL VEHICLE DETECTION CAMERA, HOUSING SUNSHIELD FOR PHASE (Ph) OR PHASES (Ph)+(Ph).

- (VDF Ph) INSTALL VEHICLE DETECTION POWER OVER ETHERNET CABLE FOR PHASE (Ph) OR PHASES (Ph)+(Ph).

WIRES

- (X-N G) INSTALL (X=NUMBER OF CABLES) CONTROL CABLES WITH (N=NUMBER) AWG NO. (G=AWG WIRE SIZE) CONDUCTORS.

- (38) INSTALL GALVANIZED STEEL 3/8" MESSENGER AND 1/4" TETHER CABLES.

- (39) INSTALL GALVANIZED STEEL 3/8" MESSENGER CABLE.

- (PGE) INSTALL WIRING PER PGE REQUIREMENTS FOR TEMPORARY SIGNAL CABINET. COORDINATE WORK WITH KERI ARNZEN, PGE, 503-463-4383.

- (N G) INSTALL (N) NO. (G) TYPE THWN WIRES.

- (N G) INSTALL (N = NUMBER) NO. (G = AWG WIRE SIZE) TYPE XHHW WIRES.

- (EX 38) RETAIN AND PROTECT EXISTING MESSENGER CABLE.

- (EX W) RETAIN AND PROTECT EXISTING WIRING.

- (RX W) REMOVE EXISTING WIRING.

- (RX 38) REMOVE EXISTING MESSENGER CABLE.

SIGNALS

- (V Ph) INSTALL PHASE (Ph) OR PHASES (Ph)+(Ph) VEHICLE SIGNAL WITH LEDS. APPLY 2" FLUORESCENT YELLOW REFLECTIVE SHEETING (ASTM TYPE IX) BORDER.

- (CDB Ph) INSTALL PHASE (Ph) COUNTDOWN PEDESTRIAN SIGNAL WITH CLAMSHELL MOUNT AND PEDESTRIAN PUSH BUTTON WITH H MOUNT.

- (RX FR) REMOVE AND SAVE EXISTING FLASHING RED BEACON.

- (RI FR) REINSTALL FLASHING RED BEACON.

SIGNS

- (AL 10) INSTALL ALUMINUM (30" X 36", TYPE "W7") "LEFT TURN YIELD TO ONCOMING TRAFFIC" SIGN (OR 17-1).

LUMINAIRES

- (LED) INSTALL COBRAHEAD STYLE, FLAT LENS, LIGHT EMITTING DIODE LUMINAIRE WITH MULTI-VOLTAGE DRIVER ENERGIZED AT 240 VOLTS. SEE SPECIAL PROVISIONS FOR LUMINAIRE DETAILS.

- (LA L) INSTALL (L = LENGTH) FOOT LUMINAIRE ARM ON WOOD POLE.

- (EX LED) RETAIN AND PROTECT EXISTING LUMINAIRE.

- (EX LA X) RETAIN AND PROTECT EXISTING (X) FEET LUMINAIRE ARM.

- (PE 1) INSTALL PHOTO ELECTRIC CELL ON POLE (20-35 FEET ABOVE POLE BASE).

CONDUITS

- (S) INSTALL (S) INCH ELECTRICAL CONDUIT.

MISCELLANEOUS

- (CW) INSTALL CROSSWALK CLOSURE SUPPORT WITH SIGNS (BOTH SIDES OF SUPPORT AS PER TM490).

- (CP N) COUNTY SURVEY CONTROL POINT (N = NUMBER SHOWN). SEE SHEET TS-6 FOR MORE INFORMATION.

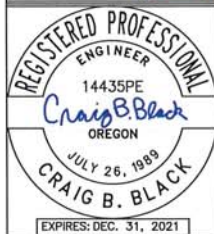
GENERAL NOTES:

- EXACT PLACEMENT OF TEMPORARY SIGNAL WOOD POLES SHALL BE VERIFIED IN THE FIELD BY THE ENGINEER.
- SEE SHEET TS-7 FOR TEMPORARY CONTROLLER BASE DETAILS.
- MAINTAIN 5 FEET MINIMUM BETWEEN EDGE OF PAVEMENT ON CURB AND FACE OF SIGNAL POLES/POSTS.

ABBREVIATION LEGEND

L = LENGTH SHOWN
S = SIZE SHOWN
G = AWG SIZE SHOWN
N = NUMBER SHOWN
Ch = CHANNEL SHOWN
Ph = PHASE SHOWN
LA = INSTALL ON LUMINAIRE ARM
2 = 12" R, 12" Y, 12" G

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY
**Silverton Road: Little Pudding River
Bridge Replacement, Bridge No.
00962A
(Marion County)**
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104431
ECMS NO.:	
FED. PROJ. NO.:	0047(077)
KEY NO.:	
ROAD NO.:	
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	CBB
DRAWN BY:	DKS CAD

TITLE:

LEGEND

SHEET:

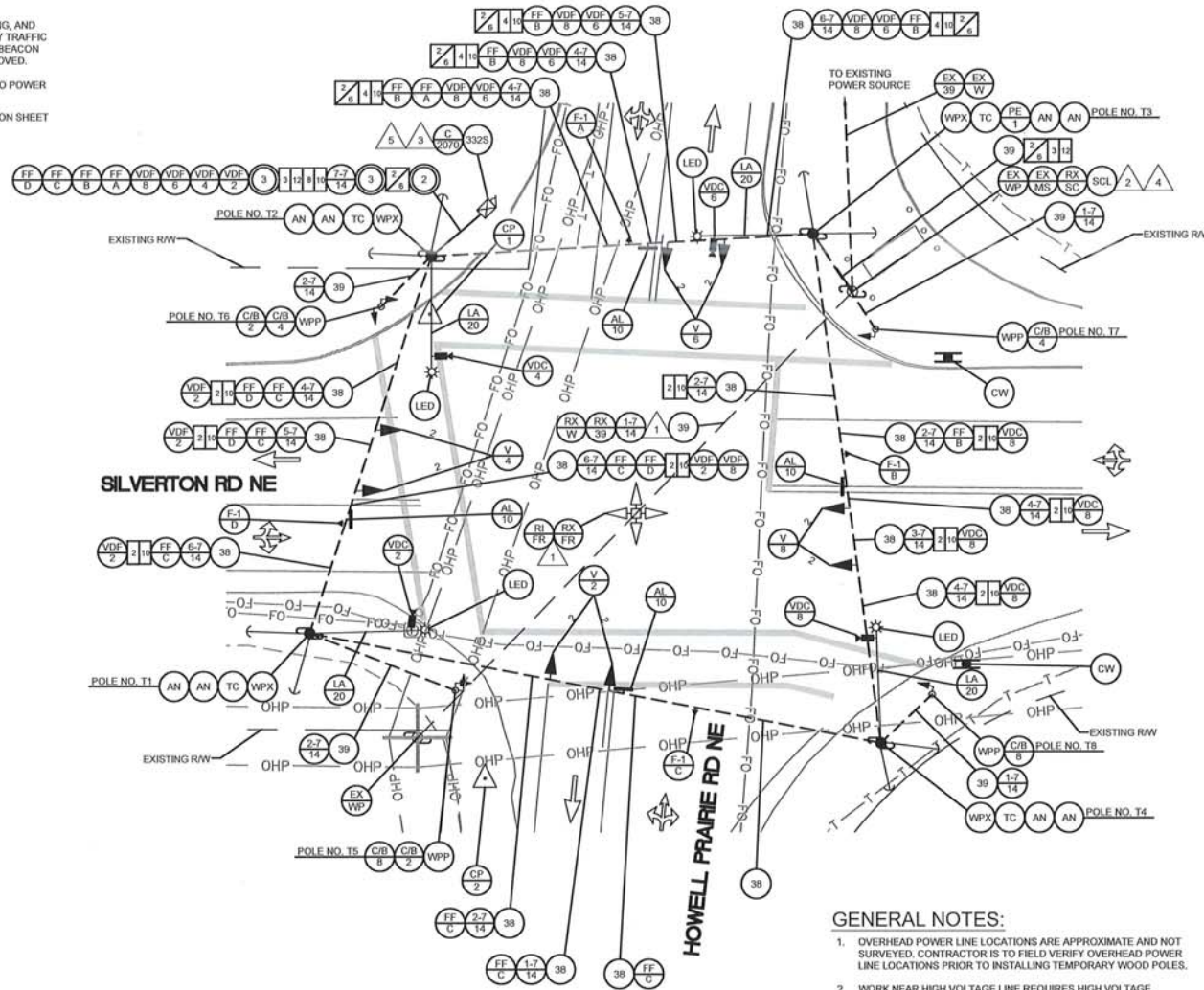
TS-1

DKS

117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com

CONSTRUCTION NOTES:

1. CONTRACTOR TO REMOVE EXISTING MESSENGER CABLE, WIRING, AND FLASHING RED BEACON PRIOR TO ACTIVATING THE TEMPORARY TRAFFIC SIGNAL. THEN REINSTALL AND ACTIVATE 4-WAY FLASHING RED BEACON WHEN TEMPORARY TRAFFIC SIGNAL IS DEACTIVATED AND REMOVED.
2. CONTRACTOR TO UTILIZE EXISTING POWER FEED AND METER TO POWER THE TEMPORARY TRAFFIC SIGNAL FROM.
3. INSTALL TEMPORARY CONTROLLER CABINET BASE PER DETAIL ON SHEET TS-7.
4. SEE SHEET TS-7 FOR SERVICE CABINET WIRING DETAIL.
5. INSTALL CITY OF SALEM SUPPLIED CRADLEPOINT CELLULAR MODEM AND CONNECT WITH CAT5 CABLE TO CONTROLLER AND TIBPL2 EDGE CARD.



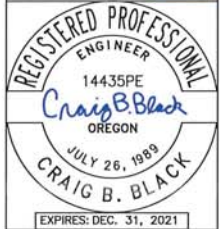
GENERAL NOTES:

1. OVERHEAD POWER LINE LOCATIONS ARE APPROXIMATE AND NOT SURVEYED. CONTRACTOR IS TO FIELD VERIFY OVERHEAD POWER LINE LOCATIONS PRIOR TO INSTALLING TEMPORARY WOOD POLES.
2. WORK NEAR HIGH VOLTAGE LINE REQUIRES HIGH VOLTAGE JOURNEYMAN ELECTRICIAN.
3. SEE MARION COUNTY PLANS FOR STRIPING MODIFICATIONS.
4. EXACT PLACEMENT OF TEMPORARY WOOD POLES SHALL BE VERIFIED IN THE FIELD BY THE ENGINEER.

DKS

117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

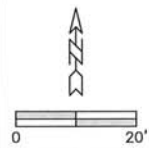


MARION COUNTY
**Silverton Road: Little Pudding River
Bridge Replacement, Bridge No.
00962A
(Marion County)**
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104431
ECMS NO.:	
FED. PROJ. NO.:	0047(077)
KEY NO.:	
ROAD NO.:	
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	CBB
DRAWN BY:	DKS CAD

TITLE:
**SILVERTON RD/
HOWELL PRAIRIE RD
TEMPORARY SIGNAL
PLAN**

SHEET:
TS-2



SEE SHEETS TS-1 FOR
TRAFFIC SIGNAL LEGEND.

FILE: X:\PROJECTS\2018\1804-002 (MARION COUNTY, SILVERTON RD TEMP SIGNALS)\CADD\TS-3.DWG PLOTTED: 2/24/2020 9:37 AM

TEMPORARY SIGNAL CONTROLLER CABINET INPUT RACK

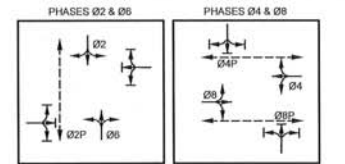
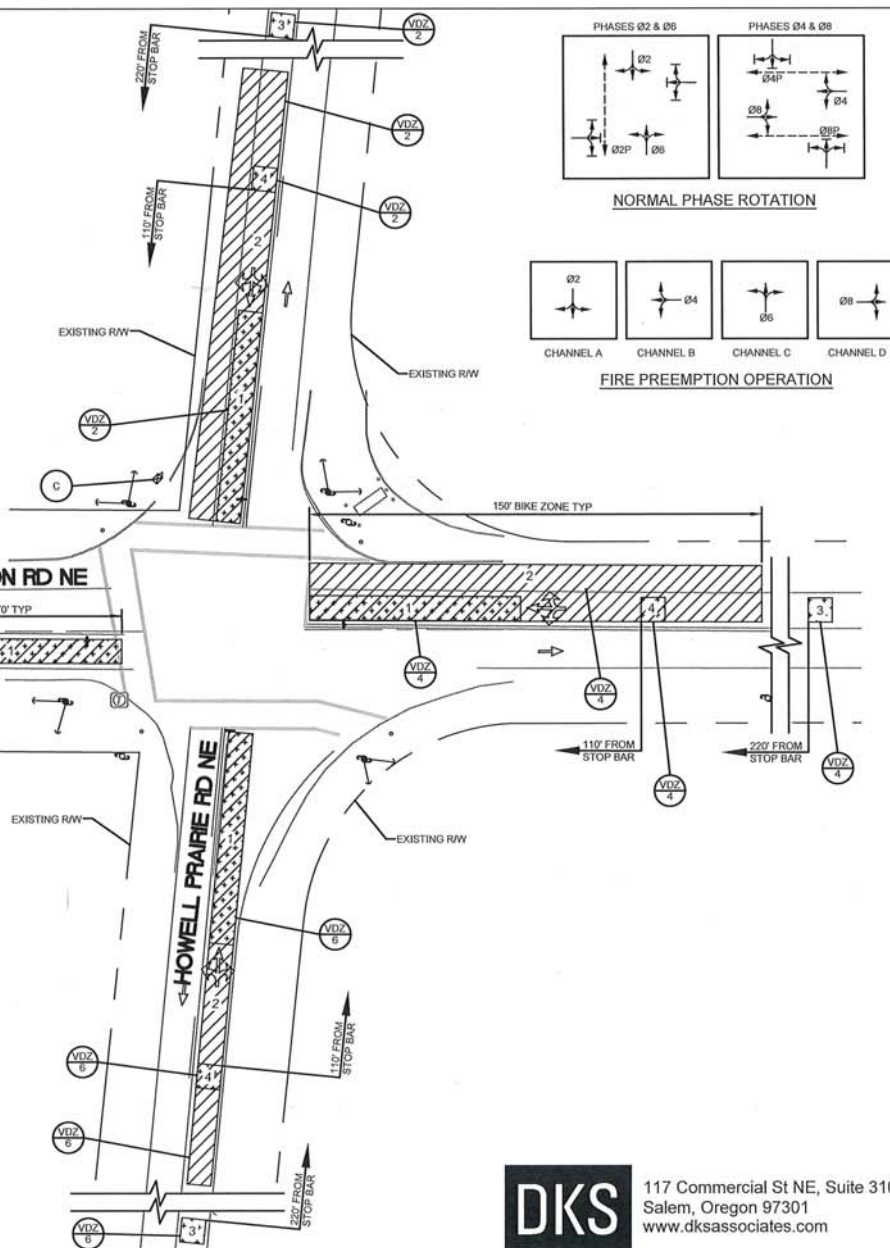
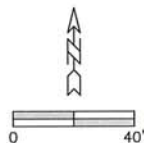
1	2	3	4	5	6	7	8	9	Input Slot Number
U	TI BPL2 EDGE				4 I/O USB EDGE				Device
	PH 2 SB	PH 2 SB			PH 4 WB	PH 4 WB			Phase
	1ST ADV	STOP			1ST ADV	STOP			Detector
L	2ND ADV	BIKE			2ND ADV	BIKE			Detector
	SB	SB			WB	WB			Direction
	PH 2	PH 2			PH 4	PH 4			Phase
U	4 I/O USB EDGE				4 I/O USB EDGE				Device
	PH 6 NB	PH 6 NB			PH 8 EB	PH 8 EB			Phase
	1ST ADV	STOP			1ST ADV	STOP			Detector
L	2ND ADV	BIKE			2ND ADV	BIKE			Detector
	NB	NB			EB	EB			Direction
	PH 6	PH 6			PH 8	PH 8			Phase

CONSTRUCTION POSTED SPEED

SILVERTON RD NE	35 MPH
HOWELL PRAIRIE RD NE	35 MPH

VIDEO DETECTION

- VIDEO DETECTION ZONE FOR PHASE (PH).
- VIDEO DETECTION ZONES, VIDEO ZONE OUTPUT NUMBER (N) ASSIGNMENT.
- VIDEO DETECTION BIKE ZONE, VIDEO ZONE OUTPUT NUMBER (N) ASSIGNMENT.
- CONTROLLER (SEE TRAFFIC SIGNAL PLAN).

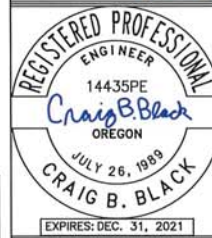


NORMAL PHASE ROTATION



FIRE PREEMPTION OPERATION

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION



MARION COUNTY
Silvertown Road: Little Pudding River Bridge Replacement, Bridge No. 00962A (Marion County)
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104431
ECMS NO.:	
FED. PROJ. NO.:	0047(077)
KEY NO.:	
ROAD NO.:	
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	CB
DRAWN BY:	DKS CAD

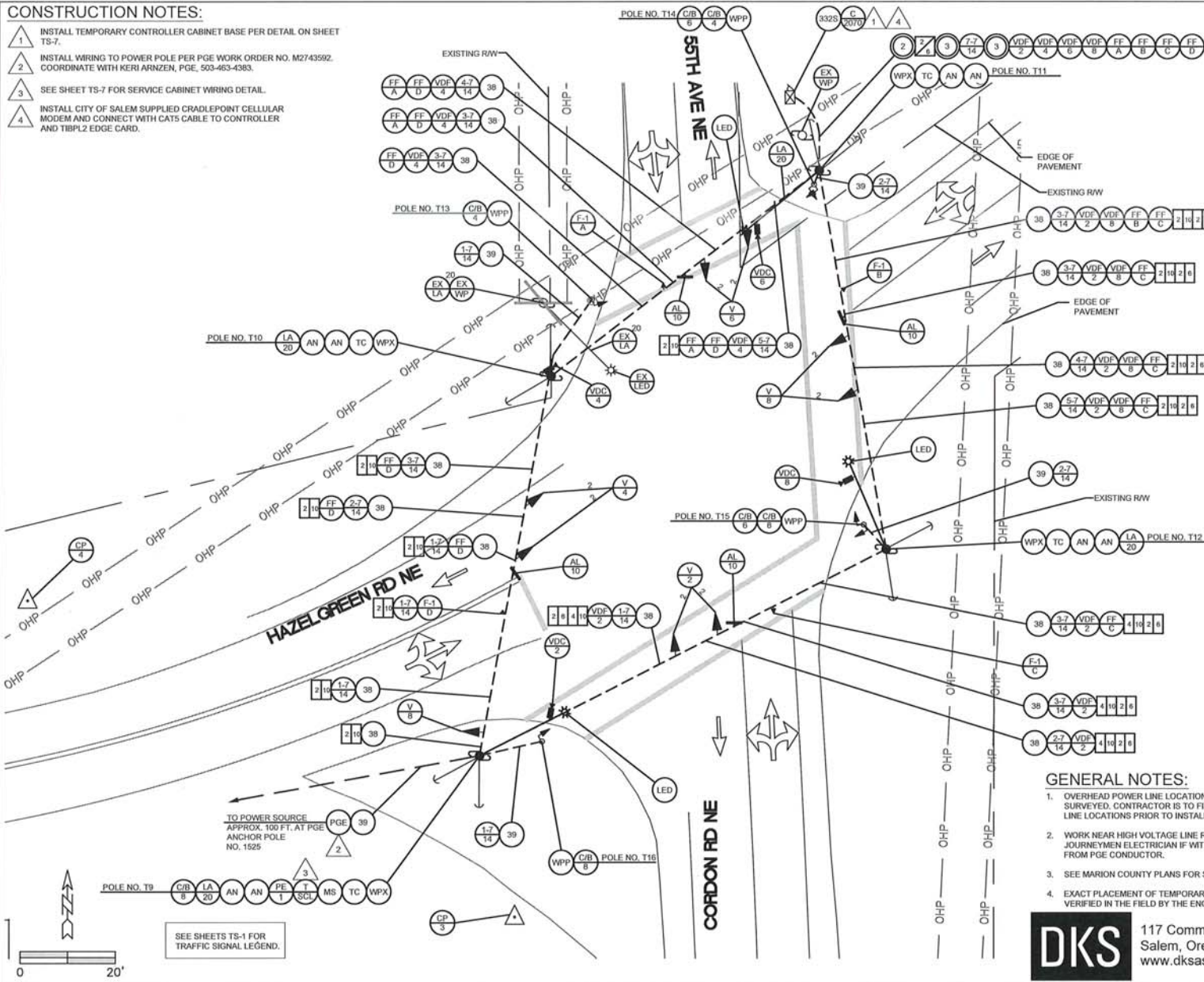
TITLE:
SILVERTON RD/
HOWELL PRAIRIE RD
DETECTION PLAN

SHEET:
TS-3

DKS 117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com

CONSTRUCTION NOTES:

1. INSTALL TEMPORARY CONTROLLER CABINET BASE PER DETAIL ON SHEET TS-7.
2. INSTALL WIRING TO POWER POLE PER PGE WORK ORDER NO. M2743592. COORDINATE WITH KERI ARNSEN, PGE, 503-463-4383.
3. SEE SHEET TS-7 FOR SERVICE CABINET WIRING DETAIL.
4. INSTALL CITY OF SALEM SUPPLIED CRADLEPOINT CELLULAR MODEM AND CONNECT WITH CAT5 CABLE TO CONTROLLER AND TRIP/2 EDGE CARD.



GENERAL NOTES:

1. OVERHEAD POWER LINE LOCATIONS ARE APPROXIMATE AND NOT SURVEYED. CONTRACTOR IS TO FIELD VERIFY OVERHEAD POWER LINE LOCATIONS PRIOR TO INSTALLING TEMPORARY WOOD POLES.
2. WORK NEAR HIGH VOLTAGE LINE REQUIRES HIGH VOLTAGE JOURNEYMEN ELECTRICIAN IF WITHIN 10 FOOT CLEARANCE RADIUS FROM PGE CONDUCTOR.
3. SEE MARION COUNTY PLANS FOR STRIPING MODIFICATIONS.
4. EXACT PLACEMENT OF TEMPORARY SIGNAL WOOD POLES SHALL BE VERIFIED IN THE FIELD BY THE ENGINEER.

DKS

117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL
ENGINEER
14435PE
Craig B. Black
OREGON
JULY 26, 1989
CRAIG B. BLACK
EXPIRES: DEC. 31, 2021

MARION COUNTY
Silverton Road: Little Pudding River
Bridge Replacement, Bridge No.
00962A
(Marion County)
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.: 104431
ECMS NO.:
FED. PROJ. NO.: C047(077)
KEY NO.:
ROAD NO.:
HORIZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: CBB
DRAWN BY: DKS CAD

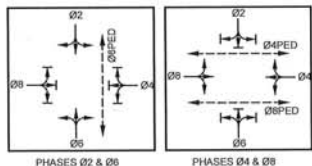
TITLE:
CORDON RD/
HAZELGREEN RD
TEMPORARY
SIGNAL PLAN

SHEET:
TS-4

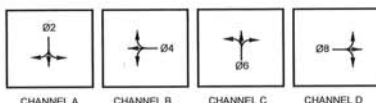
FILE: X:\PROJECTS\2019\18004-003 (MARION COUNTY, SILVERTON RD TEMP SIGNALS)\CADD\TS-5.DWG PLOTTED: 2/24/2020 9:37 AM

TEMPORARY SIGNAL DETECTION DIAGRAM

	1	2	3	4	5	6	7	8	9	INPUT SLOT NUMBER
U	TI BPL2 EDGE					4 I/O USB EDGE				DEVICE
	PH 2	PH 2	PH 2			PH 4	PH 4			PHASE
	SB	SB	SB			WB	WB			DIRECTION
L	1ST ADV STOP					1ST ADV STOP				DETECTOR
	2ND ADV BIKE					2ND ADV BIKE				DETECTOR
	SB	SB	SB			WB	WB			DIRECTION
J	4 I/O USB EDGE					4 I/O USB EDGE				DEVICE
	PH 6	PH 6	PH 6			PH 8	PH 8			PHASE
	NB	NB	NB			EB	EB			DIRECTION
L	1ST ADV STOP					1ST ADV STOP				DETECTOR
	2ND ADV BIKE					2ND ADV BIKE				DETECTOR
	NB	NB	NB			EB	EB			DIRECTION
	PH 6	PH 6	PH 6			PH 8	PH 8			PHASE



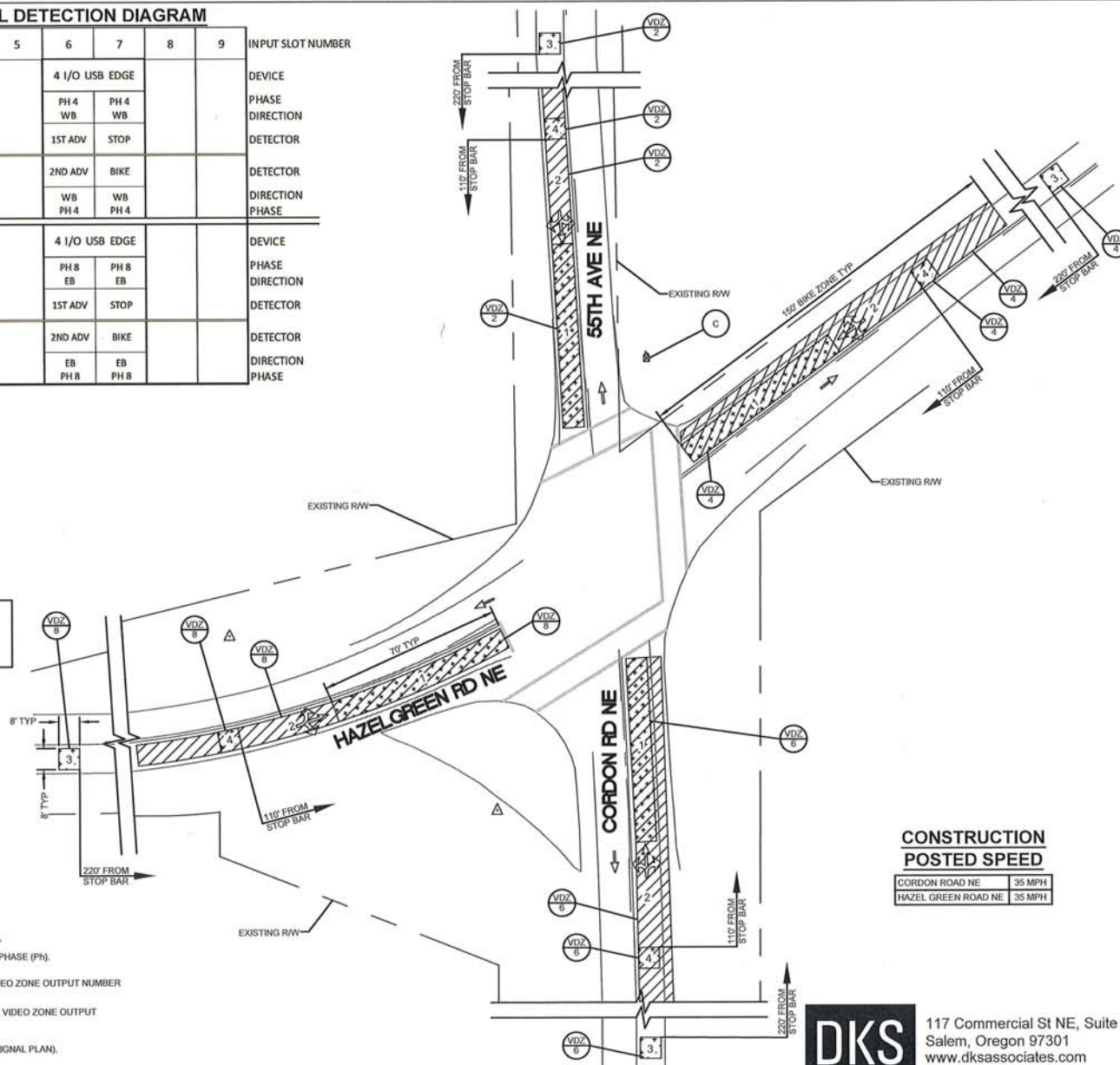
NORMAL PHASE ROTATION



FIRE PREEMPTION OPERATION

VIDEO DETECTION

- VIDEO DETECTION ZONE FOR PHASE (PH).
- VIDEO DETECTION ZONES, VIDEO ZONE OUTPUT NUMBER (N) ASSIGNMENT.
- VIDEO DETECTION BIKE ZONE, VIDEO ZONE OUTPUT NUMBER (N) ASSIGNMENT.
- CONTROLLER (SEE TRAFFIC SIGNAL PLAN).



CONSTRUCTION POSTED SPEED

CORDON ROAD NE	35 MPH
HAZEL GREEN ROAD NE	35 MPH

DKS

117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
14435PE
Craig B. Black
OREGON
JULY 26, 1989
CRAIG B. BLACK
EXPIRES: DEC. 31, 2021

MARION COUNTY

Silverton Road: Little Pudding River Bridge Replacement, Bridge No. 00962A (Marion County)

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.: 104431
ECMS NO.:
FED. PROJ. NO.: C047(077)
KEY NO.:
ROAD NO.:
HORIZ. DATUM: OCRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: CBB
DRAWN BY: DKS CAD

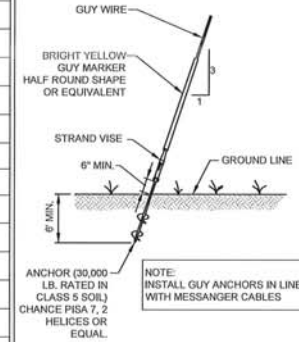
TITLE:
CORDON RD/HAZELGREEN RD DETECTION PLAN

SHEET:
TS-5

FILE: X:\PROJECTS\2019\1904-000 (MARION COUNTY, SILVERTON RD TRIP SIGNALS)\CADD\TS-6.DWG PLOTTED: 2/24/2020 9:37 AM

POLE ENTRANCE CHART

								EQUIPMENT ON (FROM) POLE				EQUIPMENT ON SPAN WIRE (LENGTH IN FEET AND EQUIPMENT TYPE)						LUMINAIRES					FIXTURE				
POLE NO.	NORTHING	EASTING	DWG. NO.	TYPE	POLE NO. (FROM)	POLE NO. (TO)	CABLE "AH" (FROM) POLE	CABLE "AH" (TO) POLE	PED SIGNAL/ PUSHBUTTON DEG.	TERM. CABINET DEG.	PHOTO ELECTRIC CELL	VIDEO DETECTION CAMERA	D1	D2	D3	D4	D5	D6	ARM LENGTH	ARM DEG.	MOUNTING HEIGHT	TYPE	VIDEO DETECTION CAMERA	TYPE	WATTS		
SILVERTON ROAD NE/HOWELL PRAIRIE ROAD NE																											
T1	239986.13	216539.94	TS2	WPX	T1	T2	32.0	32.5		60			20.0 F	22.0 SA	26.0 V2S	38.0 V2S	69.0 Pole T2		20'	90	35'	LED	18.0'				
T2	240051.49	216561.07	TS2	WPX	T2	T3	32.0	29.0		140	0		35.0 F	37.0 SA	41.0 V2S	51.0 V2S	67.0 Pole T3		20'	180	35'	LED	18.0'				
T3	240055.25	216627.20	TS2	WPX	T3	T4	30.0	32.0		225			38.0 F	44.0 SA	48.0 V2S	58.0 V2S	90.0 Pole T4		20'	270	35'	LED	18.0'				
T4	239967.04	216638.99	TS2	WPX	T4	T1	32.5	33.5		310			37.0 F	43.0 SA	47.0 V2S	57.0 V2S	100.0 Pole T1		20'	0	35'	LED	18.0'				
T5	239976.21	216565.18	TS2	WPX	T5	T1	9.5	28.0		0/0 90/90																	
T6	240042.73	216552.35	TS2	WPX	T6	T2	9.5	28.0		0/0 255/255																	
T7	240038.75	216638.03	TS2	WPX	T7	T3	9.5	28.0		180/180																	
T8	239975.44	216647.89	TS2	WPX	T8	T4	9.5	28.0		15/15																	
CORDON ROAD NE/HAZELGREEN ROAD NE																											
T9	244736.32	198875.07	TS4	WPX	T9	T10	29.5	30.5		90			5.0 V2S	30.0 F	38.0 SA	42.0 V2S	54.0 V2S	81.0 Pole T10	20'	55	35'	LED	18.0'				
T10	244815.92	198890.01	TS4	WPX	T10	T11	30.0	29.0		180	0		30.0 F	36.0 SA	40.0 V2S	52.0 V2S	71.0 Pole T11										
T11	244858.97	198946.31	TS4	WPX	T11	T12	29.5	30.0		270	0		25.0 F	30.0 SA	34.0 V2S	46.0 V2S	81.0 Pole T12		20'	225	35'	LED	18.0'				
T12	244779.58	198960.44	TS4	WPX	T12	T9	30.0	29.5		0			26.0 F	35.0 SA	39.0 V2S	49.0 V2S	95.0 Pole T9		20'	325	35'	LED	18.0'				
T13	244831.99	198898.57	TS4	WPP	T13	T10	9.5	28.0		334/334																	
T14	244856.08	198945.23	TS4	WPP	T14	T11	9.5	28.0		90/90 334/334																	
T15	244784.71	198955.70	TS4	WPP	T15	T12	9.5	28.0		146/146 270/270																	
T16	244739.32	198888.15	TS4	WPP	T16	T9	9.5	28.0		325/325																	

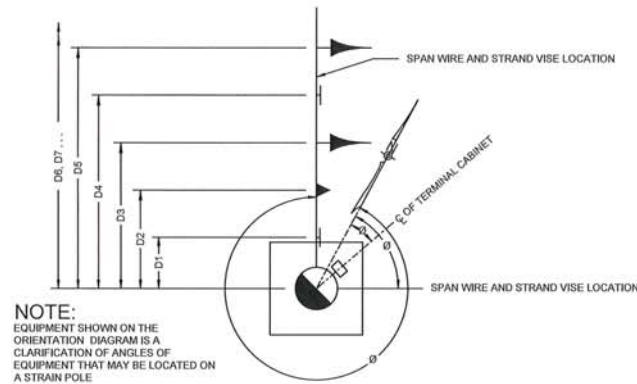


GUY ANCHOR ASSEMBLY

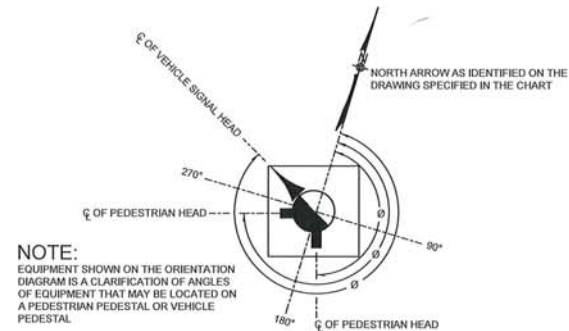
MESSANGER CABLE MOUNT

V2S = TRAFFIC SIGNAL TYPE 2, MESSANGER CABLE MOUNT (SEE ODOT STD. DWG. TM463)
F = FIRE PREEMPTION, MESSANGER CABLE MOUNT (SEE ODOT STD. DWG. TM463)
AH = ATTACHMENT HEIGHT (SEE ODOT STD. DWG. TM455 AND SHEET TS-7)
WPX = WOOD POLE
WS = WOOD PEDESTRIAN PEDESTAL POLE
WSX = WOOD PEDESTRIAN PUSHBUTTON POST
SA = SIGN, 30\"/>

SURVEY CONTROL POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	240041.43	216560.81	201.86	PK NAIL
2	239990.96	216570.32	202.95	PK NAIL
3	244702.49	198882.41	188.23	PK NAIL
4	244768.82	198780.30	188.38	SPIKE



STRAIN POLE ORIENTATION DIAGRAM



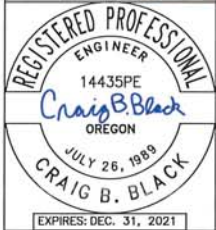
PEDESTRIAN PEDESTAL/VEHICLE PEDESTAL ORIENTATION DIAGRAM

DEGREES MEASURED CLOCKWISE FROM NORTH ARROW

DKS

117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

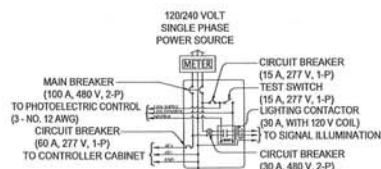
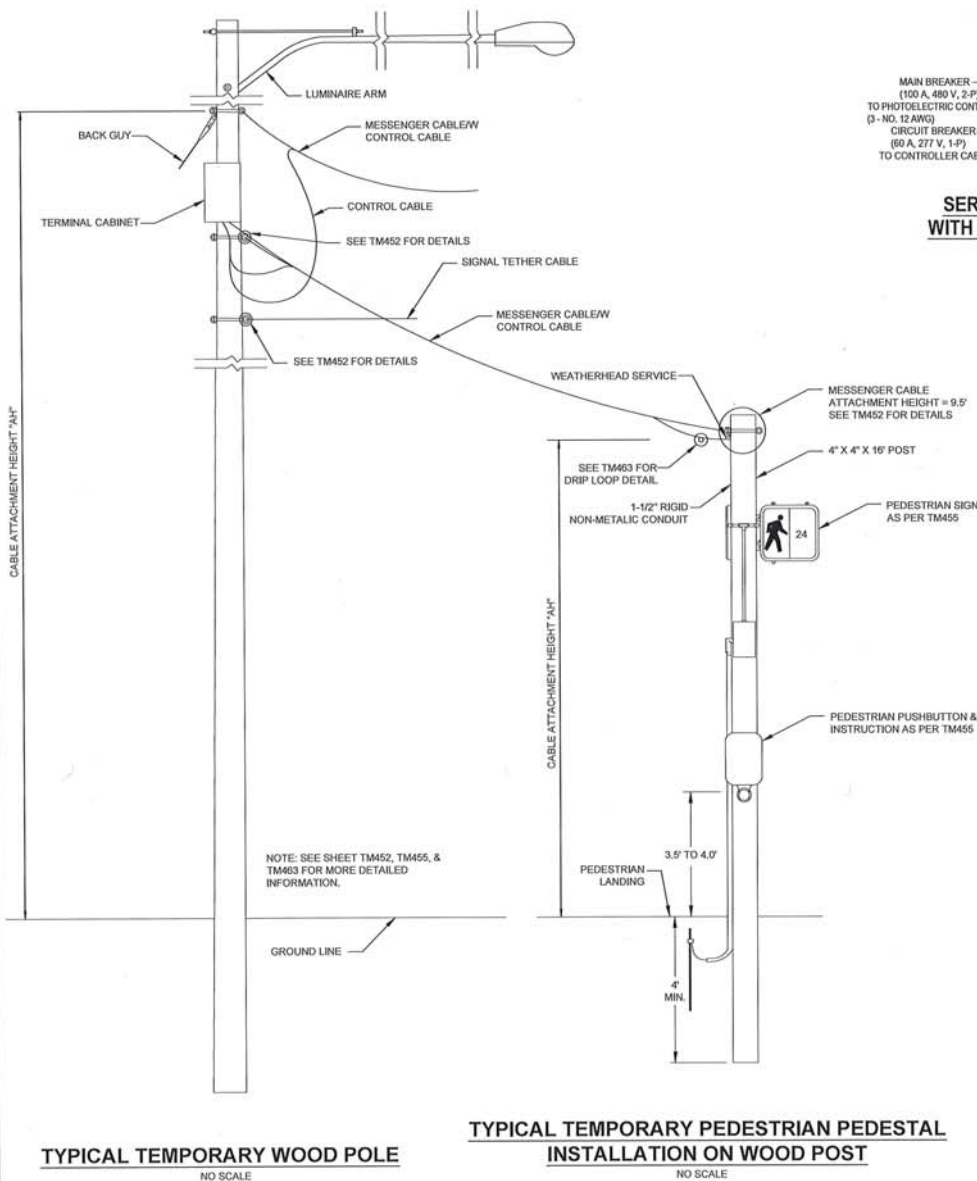


MARION COUNTY
Silvertown Road: Little Pudding River
Bridge Replacement, Bridge No.
00962A
(Marion County)
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104431
ECMS NO.:	
FED. PROJ. NO.:	0047(077)
KEY NO.:	
ROAD NO.:	
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	CBH
DRAWN BY:	DKS CAD

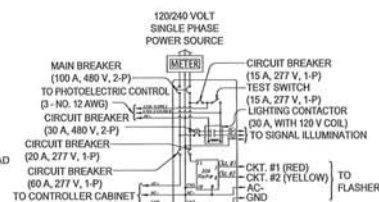
TITLE:
SIGNAL DETAILS

SHEET:
TS-6



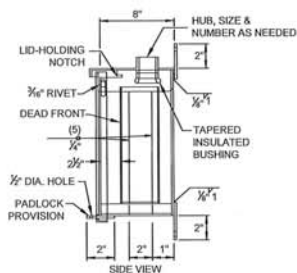
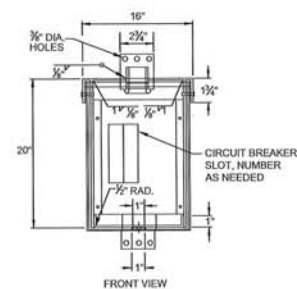
SERVICE CABINET WIRING WITH 240 VOLT ILLUMINATION

NOTE: FOR CORDON ROAD NE
AT HAZELGREENE ROAD NE



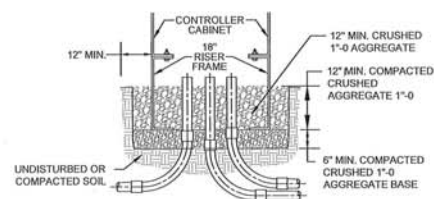
SERVICE CABINET WIRING FOR SIGNAL, FLASHER & 240 VOLT ILLUMINATION

NOTE: FOR SILVERTON ROAD NE
AT HOWELL PRAIRIE ROAD NE



TEMPORARY SERVICE CABINET

TEMPORARY 32S TRAFFIC SIGNAL CONTROLLER CABINET (PER CITY OF SALEM SPEC) WILL BE CONTRACTOR SUPPLIED. CONTRACTOR TO INSTALL TEMPORARY CABINET AS SHOWN IN DETAIL THIS SHEET. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE CONTROLLER CABINET AND ITS CONTENTS.



TEMPORARY CONTROLLER CABINET BASE

DKS

117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com



**Silverton Road: Little Pudding River
Bridge Replacement, Bridge No.
00962A
(Marion County)**

(Marion County)

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104431
ECMS NO.:	NO 000 000 000
FED. PROJ. NO.:	C047(077)
KEY NO.:	NO 000 000 000
ROAD NO.:	NO 000 000 000
HORIZ. DATUM:	OCRS SALE
VERT. DATUM:	NAVD88
DESIGNED BY:	CBB
DRAWN BY:	DKS CAD

TITLE:

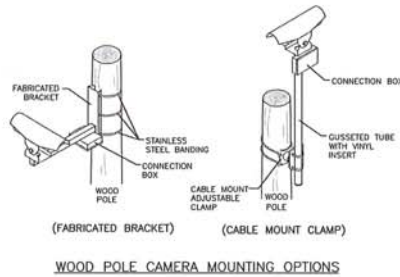
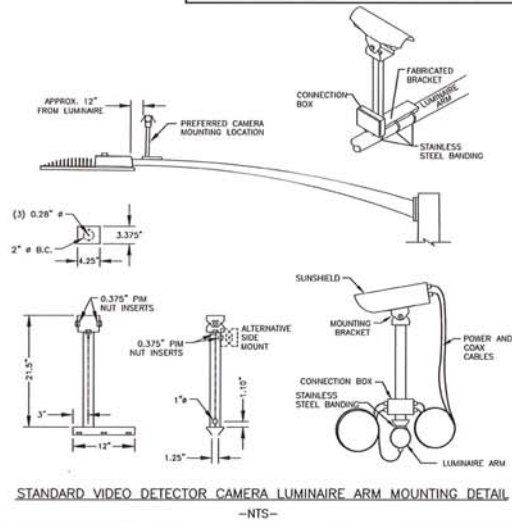
SIGNAL DETAILS

SHEET:

TS-7

FILE: X:\PROJECTS\2019\11004-000 (MARION COUNTY SILVERTON RD TEMP SIGNALS)\CADD\TS-8.DWG PLOTTED: 2/24/2020 9:38 AM

EQUIPMENT MOUNTING DETAILS (REV 9-29-2017)



NOT USED

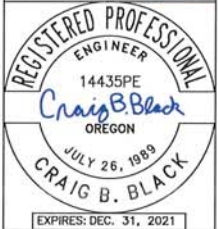
NOT USED

NOT USED

NOT USED

NOT USED

FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



MARION COUNTY
Silverton Road: Little Pudding River
Bridge Replacement, Bridge No.
00962A
(Marion County)
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104431
ECMS NO.:	
FED. PROJ. NO.:	0047(077)
KEY NO.:	
ROAD NO.:	
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	CBB
DRAWN BY:	DKS CAD

TITLE:

SIGNAL DETAILS

SHEET:
TS-8

DKS

117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com