



Linn County Road Department

*Providing safe and efficient transportation to
citizens and visitors of Linn County.*

LINN COUNTY ROAD DEPARTMENT CERTIFIED AGENCY MANUAL

INTRODUCTION

The Linn County Road Department Certified Agency Manual was developed by Engineering Services of the Linn County Road Department. This manual has been used for the delivery of a number of federally funded projects during the past few years.

During the past few years Engineering Services of the Linn County Road Department has provided Project Development; Engineering Design Project Management, Road Design; Bridge Design; Direct Procurement for Small Contracts for Engineering Services; Contract Specifications and Engineering plans; Advertisement, Bid and Award; Construction Engineering; and Construction Management and Construction Inspection for the following list of projects that were federally funded through the Oregon Department of Transportation:

- City of Brownsville Gateway Improvement Project (Delivered for the City of Brownsville)
- City of Scio Pedestrian Bridge (Delivered for the City of Scio)
- Mad Creek Gates Bridge East Bridge Project
- Crabtree Creek Gilkey Road Bridge Replacement Project
- Hamilton Creek Upper Berlin Road Bridge Replacement Project
- Calapooia River Linn West Drive Bridge Replacement Project
- Calapooia River McClun Road Bridge Replacement Project
- Short Covered Bridge Rehabilitation Project
- Hoffman Covered Bridge Rehabilitation Project
- Hannah Covered Bridge Rehabilitation Project
- Larwood Covered Bridge Rehabilitation Project


All projects were delivered within budget. On average, these projects were delivered approximately 30% under the original federally funded cost estimate that was included in the Intergovernmental Agreement for that project.

Linn County became a "Certified Agency" through the Oregon Department of Transportation's Certified Agency Program in August, 2014.

Access to this manual is provided to promote and encourage the development of a Certified Agency Program by other local agencies in Oregon.

If you have any questions, please contact Engineering Services.

Regards,


Chuck Knoll, PE
Linn County Engineer

December 17, 2014

LINN COUNTY ROAD DEPARTMENT CERTIFIED AGENCY MANUAL

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- Local Agency Certification Agreement, Agreement No. 26463, April 9, 2010

Note: Linn County's Certification Program follows the Local Agency Guidelines (LAG) Manual. Since this manual is often updated, the specific documents pertaining to each section are not referenced for each section or included in this manual. Rather, Linn County follows the manual by this reference.

2. PHASE I - CONSULTANT SELECTION

- Consultant Selection Interview Form
- Policy and Guidance for Obtaining Professional, Technical, and Expert Services Contracts by Direct Procurement, Linn County Road Department - Engineering Services

Note: This document was submitted to and accepted by ODOT Procurement and the Certified Agency Program Manager. Linn County will only complete consultant selection by Direct Appointment. Consultant selection above that required of direct appointment will be done through ODOT's Consultant Qualification Based Selection Process for federally funded projects administered through ODOT.

- Criteria for Consideration in the election of Professional Engineering Support Services
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- Linn County Section 00100 Boiler plates to the 2008 ODOT Standard Specifications (Sections 00110, 00120, 00130, 00140, 00150, 00170, 00180, and 00195)
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- ¹Linn County Public Contracting Rules Summary

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- Construction Contract Administration Interview Form
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8. PHASE VI - CONSTRUCTION CONTRACT ADMINISTRATION (Continued)

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- Preconstruction Conference Agenda - Linn County Example
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- Preconstruction Conference Attendance Sheet - Linn County Example
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- Monthly Payment Estimate - Linn County Example
- Contract Change Order - Linn County Example
- Certified Local Agency Construction & Contract Administration Checklist - See LAG Manual for current copy

9. CIVIL RIGHTS AND DBE/EEO

- ²Civil Rights Procedures Checklist for Federal Aid Projects - Located in the Appendix of the Contract & Construction Administration Quality Control Plan
- Linn County Road Department, Title VI of the Civil Rights Act & Federal Nondiscrimination Programs, Program Management Guidance Document 2011 - Under separate cover

Updates:

¹April 1, 2014 - Linn County document examples added

²April 28, 2014 - Document title change

Linn County Road Department Certified Agency Manual

Section 1

Program Management

Quality Control Plan for Federal-Aid Projects

Linn County Road Department

Local Agency Oversight Plan

The Linn County Road Department has successfully managed design and construction of local, state, and federal-aid projects. The County also designs and manages federal-aid projects for other neighboring local public agencies (LPAs) through interagency agreements. Engineering Services of the Linn County Road Department is responsible for oversight of all federal-aid projects under the master certification agreement with the Oregon Department of Transportation (ODOT) and is responsible for administration in accordance with the federal requirements, the master certification agreement and ODOT Local Agency Guidelines (LAG).

As provided in Local Agency Agreements between Linn County and Oregon Department of Transportation, the Linn County Engineer is the Project Manager/Engineer of Record to administer federal-aid projects. The County Engineer may assign or delegate authority to his staff or a consultant to be Project Manager, Project Engineer, or Quality Control Coordinator and/or assign work in support of the Project Manager, Project Engineer, or Quality Control Coordinator to other engineering staff under the County Engineer's Supervision.

Oversight of the Quality Control Plan and independent review are the responsibilities of the Project Manager. The County Engineer has the final authority on the project for those areas of project delivery delegated to the county from ODOT. This final authority must be within the requirements of the ODOT Linn County Master Certification Agreement, LAG and FHWA requirements. Compliance with the LAG is a requirement of the Quality Control Plan. ODOT checklists (if they exist or are applicable to a Local Agency Project) will be completed in addition to any necessary Linn County Road Department checklists to provide quality control oversight and assure compliance with ODOT and FHWA requirements.

All issues needing FHWA attention will go through ODOT.

1. FHWA retains approval authority over:
 - a. Waiver for Buy American provisions;
 - b. Any sensitive or controversial change, or any change for which FHWA review and approval is specifically requested; and
 - c. Work not already approved by FHWA if approval is questionable.
2. State retains approval authority over certain changes to the project. The notification of proposed changes must be sent to State's Regional Local Agency Liaison for approval prior to the County approving a Change in any of the following areas:
 - a. Changes which affect environmental mitigation classification or commitments;
 - b. Right of way access control on or impacting State's facilities;
 - c. Changes in the scope of work or extension of the contract limits shown in the project documents approved by State and FHWA;
 - d. Any contract change altering the DBE goals or requirements;

- e. Any impact or changes to traffic mobility including width, height, weight, length, access to the route or additional travel delay on or impacting State's facilities

Roles, Responsibilities, and Authority of the Project Manager

The Project Manager is a representative of the County Engineer and functions under the County Engineer's delegated authority. The Project Manager is required to be a registered Professional Engineer licensed by the Oregon State Board of Examiners for Engineering and Land Survey (OSBEELS). The Project Manager is responsible for all facets of the project including, but not limited to: design, right-of-way/easement acquisition, permits, utilities, environmental commitment compliance, construction, contract administration, schedule, budget, safety, civil rights requirements, public relations, and claim resolution. The Project Manager is responsible and directly in charge of the coordination of the engineering design, contract specifications, advertise, bid, and award, and construction engineering and may also be the "Engineer of Record". The Project Manager is the point of contact for ODOT staff in regard to all project elements and represents the County's interests in the project. The Project Manager is recommended to obtain ODOT inspector certifications with respect to work on the project. This may also be satisfied by the engineering staff which have these certifications that work in support of the Project Manager.

For Construction Management, the Project Manager or support staff under the Project Manager is required to be an ODOT certified inspector (General Construction, HMAC, Erosion Control, etc.) with respect to work on the project.

Roles, Responsibilities, and Authority of the Project Engineer

The Project Engineer is a representative of the Project Manager in matters related to design and construction of federal-aid projects. The Project Engineer and Project Manager may be the same individual on a project. The Project Engineer is directly responsible for the engineering design. There may be more than one project engineer working on the project (e.g. Bridge Design, Road Design, etc.). A Project Engineer working on federal-aid projects shall be a Professional Engineer licensed by the Oregon State Board of Examiners for Engineering and Land Survey (OSBEELS). For Construction Management, the Project Engineer or support staff under the Project Engineer is required to be an ODOT certified inspector (General Construction, HMAC, Erosion Control, etc.) with respect to work on the project.

Preliminary Engineering

Plans, specifications and estimates (PS&E) are prepared under the direct supervision of the Project Manager and/or Project Engineer and reviewed and approved by the County Engineer. The County has established a checklist/procedure to provide quality control oversight and assure compliance with ODOT and FHWA requirements (Design Procedures Checklist for Federal Aid Projects, located in the Appendix). ODOT's PS&E Checklist in the LAG Manual for Certified Agencies will be completed and submitted to provide additional quality control oversight. Final written approval of the PS&E by ODOT and FHWA is required as a condition to obtain obligation of funding for construction.

Development of plans, specifications and estimates include a review process at 30%, 60% (for some projects), and 90% design completion. The 30% review is needed to obtain approval of NEPA, prior to proceeding with final design. The County's internal review may include the Planning Department, State, County, and Emergency Services, Parks and Recreation

Department, and Road and Bridge Maintenance Divisions, as appropriate. Linn County maintains a comment log to track and demonstrate follow up on any review comments provided by each review step.

- 30% - The County's internal review, initiation of the NEPA process and design exception process as needed;
- 60% - The County's internal review and utility notification for relocation. A copy of the Utility documents* is sent to the State Utility Liaison with cc to LAL;
- 90% – The County's final internal review of PS&E package. (An independent peer and constructability review completed by the County Engineer and/or a Project Manager not assigned to the project).
- For clarification, one component of the PS&E Package includes final plans and specifications. If the project is located on a State highway, it will also need separate ODOT review and approval at 30%, 60% and 90%
- Prior to advertisement – Bid Advertisement documents approved by the County Engineer, Roadmaster, County Counsel, and Board of Commissioners. The Roadmaster completes final review of the bid documents and advertisement approval.

ODOT Environmental review of plans and specifications is needed soon after NEPA approval and the necessary environmental measures are incorporated into the plans and specs.

The PS&E package, signed by the Project Manager and Quality Control Coordinator, will be submitted to ODOT after comments from the 90% plan review have been incorporated. PS&E and construction plans shall conform to the current edition of the following, unless otherwise requested by the Linn County Road Department and approved by ODOT per Local agency Certification Agreement:

- AASHTO Policies and Guidelines
- Oregon Standard Specifications for Construction and Linn County Amendments as approved by ODOT
- Manual on Uniform Traffic Control Devices and Oregon Supplements
- TRB Highway Capacity Manual
- Local Agency Certification procedures as indicated in LAG manual
- Title 23 and Title 49, USC, Highways and Regulations
- FHWA Contract Administration Core Curriculum Participants Manual and Reference Guide
- ODOT Right-of-Way Manual
- ODOT Bridge Cost Data Manual
- ODOT Bridge Section Load Rating procedures
- Oregon Bicycle and Pedestrian Plans
- ODOT Highway Design Manual (for projects on the Oregon State Highway System and the National Highway System)

Utilities and Right of Way

Right of way and utilities are addressed as provided by each project IGA (see LAG Manual).

The following documents are required to be submitted to the State Utility Liaison prior to PS&E, either as the documents are generated or as a packet with the PS&E electronically:

- Copies of all Conflict Letters & Project Notification Letters
- Copies of all Time Requirement Letters
- Utility Certification Form, and

If reimbursable utility project, then submit the following original signed forms to the State Utility Liaison:

- The Reimbursable Information Form (RIF) and
- The Reimbursement Certification Form.

For situations not covered here, or for other related questions, contact the ODOT Regional Local Agency Liaison (LAL) who will coordinate with ODOT's State Utility Liaison.

Current requirements and procedure regarding utilities will be followed as provided by Chapter 13 in the Local Agency Guidelines.

The County has established a checklist/procedure to provide quality control oversight and assure compliance with ODOT and FHWA requirements (Right of Way and Utility Procedures Checklist for Federal Aid Projects located in the Appendix).

Design Deviations Exceptions

The Design deviation must be first approved by the County Engineer. For projects on County Roads or for special projects, a design exception may or may not be required from ODOT. The ODOT Liaison or other appropriate ODOT department should be contacted for clarification of this.

If a design exception is required from ODOT, Design deviations will be approved by the County Engineer prior to submittal to ODOT for approval. Design exceptions shall be submitted as early as possible in the design process, but no later than a 30% level of completion ideally. Design exceptions will be completed per ODOT procedures and approved by ODOT. The ODOT design exception process can be found in the ODOT Highway Design Manual and can be located at: http://www.oregon.gov/ODOT/HWY/ENGSERVICES/design_exceptions.shtml.

Bid Document, Advertising, Bid, and Award

A project may not be advertised until Linn County has received authorization in the form of obligation of funding for construction from FHWA and ODOT. Once authorization has been issued, the Project Manager/Project Engineer is responsible for preparation of the bid document and checklists. Oversight of the bid document is the responsibility of the County Engineer. The bid document, advertising, bid and award shall conform to Section C, Chapter 15 and Chapter 8 of the LAG. The County has established a procedure to provide quality control and quality assurance oversight to comply with ODOT and FHWA requirements (Advertise, Bid, and Award Procedures Checklist for Federal Aid Projects, located in the Linn County Contract & Construction Administration Quality Control Plan Appendix).

The award of all construction contracts requires the County Engineer, County Counsel, Roadmaster, and Board of Commissioner approval and signatures. Addendums to the Bid Document will be prepared by the Project Manager and independently reviewed and approved by the County Engineer. Addendums will be forwarded to ODOT per the signed Certification Agreement.

ODOT's Certified Agency Ad, Bid and Award package, signed by the Project Manager and Quality Control Coordinator, will be submitted to ODOT. Linn county complies with the ODOT Bid Analysis Policy for certified LPAs established July 2013 and approved by FHWA. If the county determines that it will not award to the lowest, responsive bidder, it must contact ODOT immediately and provide written justification for their decision. ODOT and FHWA must concur in the LPA's rejection of bids.

Construction Cost Estimate, and Project Agreement Estimate (PAE)

All construction cost estimates are prepared by the Project Manager/Project Engineer and kept confidential. The County Engineer shall complete an independent review and approve the cost estimate. The cost estimate is submitted to ODOT in Excel, using the accepted ODOT format. The Project Manager will submit a request to ODOT to prepare a budget to be included in the PAE for the construction engineering services provided by ODOT following award of the contract. The draft PAE is sent to ODOT' Project Liaison after construction contract award. ODOT in turn will provide a final PAE to the Local Agency.

Construction and Contract Administration

Construction and contract administration is the responsibility of the Project Manager. The Project Manager is also responsible for the County's Quality Assurance and Civil Rights requirements for the project.

The County has an established Quality Control Plan for Construction Administration. As part of this plan the County has established a checklist for construction and contract administration procedures and a checklist for project deliverables to provide quality control oversight and assure compliance with County, ODOT and FHWA requirements (Contract & Construction Administration Procedures Checklist for Federal Aid Projects, located in the Linn County Contract & Construction Administration Quality Control Plan Appendix). ODOT's Local Bid and Award Checklist in the LAG Manual will be completed to provide additional quality control oversight. The County Engineer provides additional oversight.

The County Federal-Aid Certification Plan identifies the Linn County Road Department Contract & Construction Administration Quality Control Plan.

Contract change orders, under the County's authorization and per the Interagency Agreement, will be approved by the County Engineer, Roadmaster, County Counsel, and the Linn County Board of Commissioners. Change orders outside the County's authorization, per the Interagency Agreement, will obtain concurrence from ODOT prior to final execution of the change order.

The Project Manager will notify the State Local Agency Liaison of 1st, 2nd and 3rd notice, the punch list, and invite the State Local Agency Liaison to the final inspections.

Civil Rights

The County has developed a Title VI Plan (2011) which was submitted to and accepted by ODOT's Certification Program Manager. This Plan is on file in Linn County.

The County has also established the Civil Rights Procedures Checklist for Federal Aid Projects, located in the Linn County Contract & Construction Administration Quality Control Plan Appendix. The County Project Manager is the designated Agency contact for the delegated portions of this program* which is also administered through the bid and award and construction procedures.

The County will also follow the requirements of the Civil Rights program as specified in the LAG.*Some portions of Title VI and the DBE program are a function of ODOT - refer to Master certification agreement and the LAG for which parts.

Financial Oversight

The Project Manager is responsible for project finances. The County Engineer provides financial oversight and reviews and approves all payments to contractors and suppliers and all financial documents that will be submitted to ODOT. The Roadmaster may also provide additional oversight on a case by case basis as deemed necessary. The County Engineer or an individual assigned by the County Engineer keeps financial control of the project. In addition, approval from the Roadmaster, County Counsel, and Board of Commissioners are required for execution of any Interagency Agreement. Reimbursement requests are prepared by the Linn County Road Department Office Manager and staff and approved by the County Engineer.

Living Program

All documents may require changes or improvements based on need and federal and state requirements. Therefore, this plan and documents are regarded as a living document. To ensure consistency of the program with requirements, any modification to this plan is subject to the review and approval of the Linn County Engineer.

Approved by: C. R, Knoll, PE
Linn County Engineer

Original: June 7, 2011
Revised: March 11, 2014
ODOT updates: April 7, 2014
Last Revised with Updates: April 25, 2014

APPENDIX

- Design Procedures Checklist for Federal Aid Projects,
- Right of Way and Utility Procedures Checklist for Federal Aid Projects

PROJECT DEVELOPMENT & DESIGN PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
 L= Local Liaison RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Intergovernmental Agreement

		ALL	ALL	1 Project Scoping Trip
		CE	F, L, EC	2 Prepare project Prospectus parts 1, 2, and 3 (including environmental checklist)
		CE	EC	3 Review checklist with EC
		EC	F, CE, L	4 Receive approval for Part 3
		L	F, CE	5 Receive approval for Parts 1 and 2
		CE	CPM, L	6 Request Supplemental & Certification Agreement IGA
		CE	L	7 Request Project IGA
		CPM	F, CE	8 Submit Supplemental & Certification Agreement IGA for County Approval
		L	F, CE	9 Submit Project IGA for County Approval
		CE	CR, CC	10 Submit Project IGA, Supplemental and Certification Agreements for County Approval
		CE	CPM, L	11 Return approved and signed IGA's, Supplemental and Certification Agreements
		CPM, L	F, CE	12 Provide Copy of completed and signed IGA's, Supplemental and Certification Agreements
		CPM, L	F, CE	13 Provide Notice of Funding Authorization and Notice to Proceed - Before any work begins

Soft Match

		CE	CPM, L	1 Request soft match (see Initial Donations/Contributions form)
		L	F, PM	2 Submit soft match approval

Consulting Services

		CE	CPM, L	1 Prepare programming request for consulting services (unless Direct Services Contract to be used)
		L	F, PM	2 Submit programming request for consulting services approval (unless Direct Services Contract)
		CE	CPM, L	3 Prepare Statement of Work for Consulting Services and DBE Goal
		CE	CPM, L	4 Prepare RFP if Direct Services Contract will not be used.
		L	F, PM	5 Submit Approved statement of work and DBE Goal
		CE	F	6 Advertise RFP and go through RFP Consultant Section Process if not Direct Service Contract
		CE	F, CPM, L	7 Review and Select consultant
		CE	F	8 Meet with Consultant and Develop Contract Meeting LAG Guidelines and County Guidelines

	CE	F	9	Obtain, Review, Prepare Documents for Preliminary Engineering, and PS&E
Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer				
L= Local Liason RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager				

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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				Consulting Services Cont.
		CE	EC, L	10 Prepare Environmental Assessment and permit for review and closeout
		EC	F, PM	11 Submit Environmental Closeout approval from FHWA

				Preliminary Engineering (PE)
		L	F, PM	1 Obtain signed Authorization to Proceed with PE from L
		PE	CPM, L	2 Schedule and conduct meeting for project and identify key ODOT staff
		PE	F, ODOT staff	3 Prepare and distribute meeting summary
		PE	F	4 Prepare roadside inventory
		PE, ODOT	L, CPM	5 Identify, Prepare and submit design exception documentation
		L	PM	6 Submit approved design exception documentation
		PE	F	7 Prepare mobility checklist (if on-system route)
		PE	CPM, L	8 Prepare Public Interest Finding letter
		L	F, PM	9 Submit approved Public Interest Finding
		CE	F, PE	10 Review and Comment on 30% Engineering Plans
		PE	L, F	11 Prepare and Submit 30% Engineering Plans
		PE	L, EC, F	12 Obtain Environmental Closeout and Approval with submittal of Environmental Documents
		PE	F, L, RM	13 Request Access Management Plan (if on State Highway)
		L, RM	F, PM	14 Submit approved Access Management Plan (if on State Highway)
		L, RM	F, PM	15 Submit Approved Official Project Access List (if on State Highway)
		PE	F, Prop owners	16 Prepare and submit property owner notification of upcoming project
		PE	F, L, RM	17 Request pavement design (if on State Highway)
		L, RM	F, PM	18 Submit pavement design (if on State Highway)
		CE	F, PE	19 Review and Comment on 60% Engineering Plans, specifications and estimate
		PE	CPM, L	20 Prepare and Submit 60% Engineering Plans and Specs (ODOT District if impact to or adjacent to ODOT facility)
		L	PM	21 Submit 60% Engineering Plans and Spec review comments

				90% PS&E
		CE	F, PE	1 Review and Comment on 90% Engineering Plans, specifications and estimate
		PE	F, PM	2 Prepare 90% Engineering Plans and Specs
		PE	L	3 Prepare and Submit Q&Q Guide
		L	PE	4 Submit comment/approved Q&Q Guide
		PM	F, OCR, L	5 Submit Request for Goals, Form 731-0663 (include Engineers Estimate, Construction Schedule and CR form)

	OCR	F, PM	6	Submit goals by email (Submitted within 3 days of receipt of above)
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INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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90% PS&E Cont.

		PM	F, OCR, L	7	Publish goals in Bid Booklet (Send paper and electronic copy to LAL and OCR)
		OCR	F, PM	8	Notify Local Agency by email of the receipt (Within 3 days of receipt of Bid Booklet)
		PM, CE	F, L, DBE	9	Submit 90% PS&E Checklist, Bid Booklet, Specifications, Engineering Plans and Ad (6 weeks prior to Ad date)
		L	F, PM	10	Provide FHWA Notice to Proceed - Must be obtained before Advertising

Legend: F= File PM= Project Manager RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
L= Local Liason RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners

RIGHT OF WAY AND UTILITY PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
 L= Local Liaison RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
Right of Way				
		PM	F	4 Contact appraiser and receive estimate for ROW acquisition
		PM	F, L, RR	5 Send funding request with maps and property descriptions
		L, RR	PM, F	6 Receive funding authorization
		PM	F, Appraiser	7 Request Preliminary Title Report from Title Company
		PM	F, RR	8 Send 15-day letter for review and approval
		PM	F, L, RR	9 Send Letter to property owners stating appraiser will meet and discuss (15-day letter) send ADT and Rd Class
		PM	Appraiser	10 Send PTR, ADT, Road Classification to appraiser
		Appraiser	F	11 Receive Final Appraisal
		PM	F, RR	12 Send Letter and Acquisition packet for review and approval
		PM	F, L, RR	13 Prepare and send Acquisition documents to property owner (Letter, easement, compensation, W-9)
		PM	F, RR	14 Send Letter for Property Purchase for review and approval
		PM	F	15 Send Property Purchase letter and check
		PM	F	16 Contact County Surveyor to stake new ROW
		PM	F, L, RR	17 Contact ODOT ROW to set up ROW File Review once ROW purchased
		PM	L, RR	18 Prepare and Submit ROW Certification
		L, RR	PM, F	19 Submit Approved ODOT Certification
Utilities				
		PM	F, Utilities, U	1 Prepare and submit utility conflict letter
		PM	F, Utilities, U	2 Prepare and submit utility relocation time requirement letter
		PM	F, L, U	3 Prepare and submit Utility Certification (at 90%)

Linn County Road Department



Construction & Contract Administration Quality Control Plan June 19, 2014

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Linn County Road Department

Construction & Contract Administration Quality Control Plan

INTRODUCTION

This Contract & Construction Administration Quality Control Plan is referenced by Linn County Road Department's Quality Control Plan for Federal-Aid Projects. The two plans are consistent and support each other. This plan pertains specifically to construction administration of federally funded projects through the Oregon Department of Transportation.

To be consistent with the requirements of the Oregon Department of Transportation's policy regarding project delivery and construction administration for federally funded projects, the format of this plan is provided to follow the format of the Oregon Department of Transportation's Construction Manual, and will identify Linn County's organization, policies and procedures to meet the requirements and policy provided by these documents. Linn County may also be referred to as "Agency" in this document

A. LINN COUNTY ORGANIZATION

The Linn County Road Department Roadmaster has been appointed by the Linn County Board of Commissioners to provide the Administration and Direction of the Linn County Road Department. The County Engineer reports directly to the Roadmaster.

Linn County Public Contracting Rules (LCPR) include Division 46 which is applicable to all public contracting, Division 47 which describes procedures for Public Contracting for Goods or Services, Division 48 which describes procedures for Public Contracting for Engineering and Land Surveying Services, and Division 49 which describes procedures for Public Contracting for Construction Services. Except as provided in the LCPR, the powers of the Local Contract Review Board under Public Contracting Code (ORS Chapters 279A, 279B, and 279C) shall be exercised and performed by the Linn County Board of Commissioners and all powers and duties given or assigned to Contracting Agencies by the Public Contracting Code shall be exercised or performed pursuant to Linn County Code (LCC) Chapter 630.

Contract plans and specifications are prepared by Linn County Engineering following the Oregon Standard Specifications for Construction with updates provided by Oregon Department of Transportation's Supplemental Contract Specifications. Currently a new Oregon Local Agency Standard Specification (Part 100s) is being developed and currently being reviewed by the DOJ. These will be used once approved for use by the DOJ and ODOT.

As provided in Linn County's Quality Control Plan for Federal-Aid Projects, the Linn County Engineer is the Project Manager/Engineer of Record to administer federal-aid projects. The County Engineer may assign or delegate authority to his staff or a consultant to be Project Manager, Project Engineer, or Quality Control Coordinator and/or assign work in support of the Project Manager, Project Engineer, or Quality Control Coordinator to other engineering staff under the County Engineer's Supervision.

County Engineer (CE)

For Construction Contract administration, the County Engineer is responsible to assure that construction Contract obligations are fulfilled and that Contract administration is performed according to established Linn County policies and procedures, including those described in this plan.

The County Engineer may assign one or more Project Managers or Project Engineers to be responsible for the construction and Project delivery.

Project Manager (PM)

The PM is the Agency's representative in relationships with the construction Contractor, the public, and others. The PM is required to be registered with the Oregon State Board of Examiners for Engineers and Land Surveyors (OSBEELS) as a Professional Engineer.

The Project Manager is responsible for all facets of the project including, but not limited to: design, right-of-way/easement acquisition, permits, utilities, environmental commitment compliance, construction, contract administration, schedule, budget, safety, civil rights requirements, public relations, and claim resolution. The Project Manager is responsible and directly in charge of the coordination of the engineering design, contract specifications, advertise, bid, and award, and construction engineering and may also be the Engineer of Record. For Construction Management, the PM or support staff is required to be an ODOT certified inspector with respect to the Work being done on the project.

The PM is responsible for all facets of the performance of construction Contract administration including, but not limited to permits, utilities, environmental commitment compliance, construction, contract administration, schedule, budget, safety, civil rights requirements, public relations, and claim resolution.

Project Engineer (PE)

The PE is a representative of the Project Manager in matters related to design and construction of federal-aid projects. The PE and PM may be the same individual on a project. The Project Engineer is directly responsible for the engineering design. There may be more than one project engineer working on the project (e.g. Bridge Design, Road Design, etc.). The PE is required to be registered with the Oregon State Board of Examiners for Engineers and Land Surveyors (OSBEELS) as a Professional Engineer. For Construction Management, the PE or support staff is required to be an ODOT certified inspector with respect to the Work being done on the project.

B. PROJECT FUNDING/CONTRACT ADMINISTRATION RESPONSIBILITIES

The funding for a project may come from sources other than ODOT, including FHWA or other federal sources, state or local governments. The sources of funding and any specific requirements will be specified in the Intergovernmental Project Agreement (IGA).

Contract Administration Responsibility

For projects involving Federal-Aid funding Linn County has the responsibilities for construction as specified in 23CFR 635.105. Linn County is responsible for insuring that all projects receive adequate supervision and inspection to assure that projects are completed in conformance with approved Plans and Specifications.

Linn County must affirm that all required documentation, as well as the Contract Work and Contract administration, is properly performed. Linn County is also responsible for assuring that payments are accurately charged to the proper sources of funding.

ODOT will assign a Local Agency Liaison (LAL) to work with the PM to insure that Linn County is properly administering its Federal-Aid projects.

The following responsibilities will not be delegated to Linn County by ODOT:

- Approval of increases in Project Authorizations;
- Final acceptance of the Project.

Responsibility for these tasks, within the delegated authority limits, will remain with the ODOT Representative (LAL) assigned to the Project.

C. DELEGATION OF AUTHORITY

The Roadmaster has delegated authority to the County Engineer to manage, design and administer capital improvement projects and road and bridge maintenance projects. This includes projects funded by local, state and federal funds. The County Engineer has delegated some of this authority to Engineering Staff such as the Project Manager and Project Engineer.

The Authorities pertaining to Linn County's Construction Program are summarized in the table below:

Item	County Commissioners	Roadmaster	County Engineer/ Project Manager
Construction Engineering Approval (PAE)	X	X	
CCO's for Authorized Work and minor CCO's, and Contract Time Adjustments	X	X	X
Pre-Construction Conference			X
Claims Under \$125,000	X	X	X
Materials Testing and Quality			X
Progress and Final Payments		X	X
Final Acceptance			X (and ODOT)

PAE = Project Agreement Estimate
 CCO = Contract Change Order

The County Engineer submits a request to ODOT LAL for authorization of an increase or over-run of Project funds.

The County Commissioners have full authorization to approve all Contract Change Orders and claim settlements, with the exception of the ones listed in the table above and the Approval Authority Matrix listed in the LAG Manual . Contract Change Orders are subject to the review and approval of the Linn County Engineer followed by the review and approval of the Roadmaster followed by review and approval of Linn County Legal Counsel prior to submittal to the Board of Commissioners for their approval. Some exceptions to this are provided by agreements of authority provided by the Board of Commissioners to the Roadmaster.

The County Commissioners have authorized the Roadmaster and the CE to approve progress and final payments on Construction Contracts, and to approve all adjustments to Contract Time.

The CE has the authority to accept quality and quantity documentation for each Project, which indicates that the documentation and Materials meet the Contract requirements and established policies and procedures. This includes authorizing non-standard adjustments for non-specification Material or approving acceptance of documentation that does not meet Contract or accepted Agency guidelines.

Linn County does not have the authority to change the scope or intent of the requirements in Sections 00100 through 00199 of the Contract without concurrence from ODOT. Before such changes can be made, the CE must contact the ODOT Local Agency Liaison (LAL). Linn County has a set of approved boiler plate special provisions sections 00100 through 00199.

The PM must obtain approvals for changes to the Contract from the CE where appropriate. In addition to approval, the change may require concurrence by the PE, ODOT, and/or FHWA. When necessary (will follow the LAG Manual, Section C, Chapter 16), the PM shall obtain advance approval by electronic mail, or facsimile, before authorizing the Work to commence.

In emergency situations, the PM may take whatever action is necessary to protect the public and the transportation facility and may obtain formal approval after the emergency Work has started. This only applies to emergency situations and the PM must obtain proper approvals soon thereafter. The CE and or Roadmaster or designated staff are available by cell phone 7 days a week, 24 hours a day for response to emergency situations. Also see section 2, subsection d.5 in this document.

For authority delegated to ODOT, see Section A, Chapter 2, Appendix 1 of the LAG Manual.

D. DISPUTE RESOLUTION

Linn County will follow Section 00199 of the current version of the Oregon Standard Specifications and the approved Linn County Section 00199 Boiler Plate Special Provisions.

E. RELATIONS WITH PUBLIC OR OTHER AGENCIES

The Project Manager (PM) must:

- Provide information about construction Contract Work to inform the travelling public and media. This is done through the Linn County Road Departments website, contract requirements of the traffic plan, and local news agency;
- Assure that the permit provisions of the Motor Carrier Services Unit and other agencies are not violated. This is done through Linn County Road Departments Restricted Bridge and Road permitting program which is coordinated with ODOT;
- Address concerns of the travelling public, adjacent businesses and owners, and other agencies are addressed. This is done through the Road Departments Administrative Services Office. Any concerns and complaints regarding a project are forwarded to the County Engineer or Project Manager to address and respond to;
- Assure that the Contractor accommodates emergency services. This is a requirement provided in the contract specifications;

- Provide Project information to the appropriate Mobility Coordinator. This is done by posting road closures and detours on the Linn County Website and also informing the Linn County Road Department Administrative Services Office who coordinates this.

Media and Traveling Public

The PM will provide Project information to the local media so that local residents are made aware of the Project scope, schedule, and impacts to traffic. Road closure information will be put on the Linn County website at: <http://www.co.linn.or.us/Roads/Roadreports>. The information will be updated regularly as needed. Linn County may also install advanced posting of road closures on the road per contract specifications, and news releases when appropriate. Letters to local landowners may also be used.

The PM will record significant events, happenings, or communications in on the General Daily Progress Report or in a Project diary.

Permits

The PM and involved project personnel will be aware of the requirements of permits that have been issued for the project. They will assure that the Contractor is aware of the permit requirements to avoid violations. These permits will be distributed to the Contractor at the Preconstruction Conference. It is a contract requirement for all Linn County projects that a set of permit and associated plans will be available at the construction site. It is also a contract requirement that the construction supervisor will be shown all environmentally sensitive and culturally sensitive areas that are to be avoided during construction prior to starting construction.

The ODOT Region Environmental Coordinator (REC) will be a resource for the PM pertaining to environmental issues as necessary. The REC will be requested through the LAL by the PM.

Emergency Vehicles

The PM will assure that the Contractor or others notify the affected emergency services of any closures that may affect the emergency services. For normal Contract activities, the Contractor must allow emergency vehicles to access or pass through the work area or detours without delay. This is a Contract specification requirement.

Horizontal/Vertical Clearance Restrictions

If a Project cannot prevent movement of oversize vehicles through the Project the PM must coordinate with the Freight Mobility Coordinator. The PM will notify the Motor Carrier Services Section 28 Calendar Days prior to when any vertical or horizontal restrictions are put in place to allow them to notify and prohibit oversize vehicles through the Project. If applicable, this is a Contract specification requirement. For Linn County Roads this is coordinated through Linn County Road Department Administrative Services.

Right of Way/Permit of Entry

The PM will be aware of and inform the Contractor, as appropriate, about Right of Way limits and use of adjacent property. The Contractor must not enter adjacent property without proper permission.

If Project activities require the acquisition of or entry onto adjacent property, the PM will take action to either secure a permanent or temporary construction easement, or acquire the

necessary property before allowing the Contractor access to the property. This activity is required by Linn County to be completed as a condition of Final Plan Specifications & Estimates (PS&E) requirements. This is necessary to ensure compliance with applicable environmental requirements.

F. CONSTRUCTION AUTHORIZATION

Linn County will receive PS&E approval from ODOT prior to construction authorization. Linn County has developed a Construction and Contract Administration Procedures Checklist for Federal Aid Projects, located in the Appendix, to aid in the process of construction authorization. Linn County will also follow Chapter 5 of the ODOT Construction Manual and the following guidelines:

F1. ADVERTISE, BID AND AWARD

The PM is responsible for preparing the advertisement to bid which is subject to the review and approval of the CE, Roadmaster, Legal Council and the County Commissioners. The County Commissioners will provide final approval of the request to advertise. The advertisement will be published in the *Daily Journal of Commerce* and the *Albany Democrat Herald*.

The PM will prepare the ODOT Certified Local Agency Project Development Advertising, Bid & Award Checklist, located in the ODOT Local Agency Guidelines Manual, Section C, Chapter 15, and retain in the Project files. The CE provides review of this document.

The PM will follow the ODOT Local Agency Guidelines Manual, Section C, Chapter 15, Local Agency Advertising, Bid & Award, the Linn County Advertise, Bid and Award Procedures Checklist for Federal Aid Projects, located in the Appendix, and the following guidelines:

F1-a. EXAMINATION OF PROJECT SITE OR DATA BY BIDDERS

The PM will do at least the following to fulfill the County's obligations during the advertisement and bidding phase of each Project:

- Review the Project Plans, Special Provisions, and relevant Project data to become familiar with specific Project requirements and situations. If the PM discovers defects, conflicts, omissions, or discrepancies, he/she should involve the Project Designer, Professional of Record (PE), and/or the CE to address the issues. The PM is the subject matter expert for constructability issues.
- Assure that the Contract Specifications reflect the requirements of the environmental permits. The PM will contact the PE and/or CE to address the issue and may contact the LAL or REC if appropriate. The PM is responsible for resolution of conflicts, omissions or discrepancies between the Project documents.
- Prepare the Project for examination by Bidders. Assure that the Project site is plainly marked or that the Project site can be identified by prospective Bidders and other parties. The centerline or other appropriate designation, beginning and end of Project, Material sources and other important features must be identified. If the Project cannot be examined safely from the roadway provide appropriate access to the Project site.

The PM must allow prospective Bidders to review the data used in or developed during the Project development stage, including subsurface or geologic reports. The PM is required to provide all Bidders equal opportunity to review the data. The PM will coordinate the response to all Bidders for the Agency.

If the PM can appropriately respond to Bidders questions, the PM shall respond with the information to all Bidders. Do not discuss possible or probable changes unless the changes have been formalized by issuance of an Addendum. If the appropriate response to a Bidders question conflicts with the Bid documents, assure that an Addendum is issued.

The PM will maintain and record in a Project diary all conversations with or visits from prospective Bidders, details of any Project information that was examined, and all appropriate discussions or comments between the prospective Bidder and the PM or the PM's designated representative.

F1-b. EVALUATION OF UNBALANCED BIDS

The PM will use the following guidelines when evaluating Bids to identify materially unbalanced Bids:

- After Bid Opening, evaluate all bid item prices, as submitted by the Bidders, for unreasonable deviations from the Engineer's Estimate. The Agency reserves the right to review all Bids for material unbalancing regardless of the deviation from the Engineer's Estimate.
- If bid item prices deviate more than a reasonable amount from the Engineer's Estimate, the PM will request the PE or Designer to re-check the bid item quantities.
- The PM will follow the LAG Manual regarding evaluation of bids.
- The bid evaluation will be kept confidential to Linn County

After evaluation, the PM will make a recommendation to the County Engineer regarding the presence or absence of a materially unbalanced Bid. This recommendation and other relevant factors will be considered by the CE to determine the proper action, consistent with public interest, to take regarding the Bids received. A Bid found to be mathematically unbalanced to some degree, but not found to be materially unbalanced may still be awarded to the low Bidder.

The PM should consider either redesigning or deleting portions of Work containing unbalanced bid items so as not to do the overpriced Work. Consider other alternatives, wherever possible, to avoid conflict with the public policy on competitive bidding.

F1-c. AWARD AND EXECUTION OF CONTRACT

The Linn County Commissioners are responsible for Awarding Contracts with the written recommendation of the County Engineer and Roadmaster. Legal Council reviews all contracts prior to recommendation of award for approval by the Linn County Commissioners.

F1-c-1. Bid Review and Price Analysis

Immediately after the Bid Opening the PM will review the Bids for responsiveness and responsibility of the low Bidder.

The PM will provide a cost analysis review to determine if the Bid price is the best value to the public, identify any unbalancing by the Bidder, and to identify any issues that may cause the procurement to be considered flawed.

The completed cost analysis review is reviewed for approval by the CE. The CE will provide a written Notice of Intent to Award to the Contractor and post on the Agency's website at: [http://www.co.linn.or.us/Roads/roads.asp/contracts/construction contracts/project name](http://www.co.linn.or.us/Roads/roads.asp/contracts/construction%20contracts/project%20name).

F1.c-2 Contract Award

The CE will send a request to Award the Contract via the Roadmaster to the Linn County Commissioners. Once the Commissioners have approved the Award, the PM will notify the successful Bidder of the Award and sends the Contract booklets and requirements for bonds, certificates, registration and insurance to the successful Bidder. Prior to execution of the Contract, the PM will ensure that the Contractor has furnished the following properly executed documents:

- Performance and Payment Bonds;
- Copy of a Public Works Bond filed with the Construction Contract Board (CCB);
- Coating System Warranty Bond – If a coating system warranty is required;
- Certificates of Insurance, and
- Certificates of Workers' Compensation Coverage;

Within seven Calendar Days after the properly executed Contract documents have been received, from the successful Bidder, Linn County will execute the Contract. A fully-executed, original Contract booklet is sent to the successful Bidder, who then officially becomes the Contractor.

F1.c-3 Notice to Proceed

Within five Calendar Days after the Contract is executed, the PM will issue a written Notice to Proceed to the Contractor and post on the Agency's website at:
[http://www.co.linn.or.us/Roads/roads.asp/contracts/construction contracts/project name](http://www.co.linn.or.us/Roads/roads.asp/contracts/construction%20contracts/project%20name).

F2. CONSTRUCTION CONTRACT ADMINISTRATION

The PM will follow the ODOT Local Agency Guidelines Manual, Section C, Chapter 16, the Linn County Contract and Construction Administration Procedures for Federal Aid Projects, located in the Appendix, and the following guidelines:

F2.a. RESPONSIBILITY OF COUNTY ENGINEER FOR CONSTRUCTION CONTRACTS

F2.a-1 General Responsibilities

The responsibilities of the County Engineer, regarding construction Contracts, include:

- Assign the personnel necessary to assure proper Contract administration and construction engineering;
- Review and make recommendations for approval for project increases and request for increases in project authorizations to the Roadmaster and County Commissioners for approval if justified;
- Review and approve, if within authority, or make recommendations to regarding Contract Change Orders, adjustments to Contract Time, claim settlements, and other construction matters;
- Assure that the Work performed on, and the Materials incorporated into each Project comply with Contract requirements and are documented in accordance with Linn County's established policies and procedures, including those described in this plan;
- Assure that all Contract requirements, including workforce and small business equity programs and others, are properly fulfilled on all affected Contracts;

- Arrange for needed Project reviews and inspections to assure that the Project is constructed according to Contract requirements and achieves its intended purpose;
- Provide public information about construction Projects to the media, interested citizens, property owners, and other governmental agencies; and
- Assure that personnel receive the training needed to accomplish their duties.

F2.b. RESPONSIBILITY OF PROJECT MANAGER FOR CONSTRUCTION CONTRACTS

F2.b-1 General Responsibilities

The PM's duties regarding construction Contracts include:

- Develop and supervise an efficient and effective organization, including the PM's staff and all other members of the Agency's Project team as needed, to help ensure that each Project is constructed in accordance with the Plans and Specifications.
- Assure that Contract administration is performed according to established Linn County Policies and Procedures, including those described in this document.
- Assure that all Work and Materials used on the Project, and applicable Project documentation conform to Contract requirements and established Linn County Policies and practices. The PM must obtain the approval of the County Engineer (CE) for all price adjustments or for documentation that does not meet the Contract or accepted guidelines, including those described in this manual.
- For Projects assigned to the PM, assure that all Contract requirements are fulfilled including, but not limited to, the following:
 - Projects will be managed within the current approved Construction Authorization, or an approved Increase;
 - Contractor payments are made on time;
 - Project records and other documentation are proper and current;
 - Contract Time will be managed in order to benefit the Project and to assure timely completion;
 - Change Orders are processed in a timely manner;
 - Disagreements, disputes and claims are promptly addressed and resolved at the lowest possible administrative level, and
 - Affirmative Action and other requirements are fulfilled on all affected Contracts

The PM does not have authority to change Plans and Specifications. If changes are needed, the PM must obtain proper approval of the County Engineer and/or the Project Engineer.

The PM is responsible, among other things, to assure that:

- The Work is constructed in accordance with the Contract, Plans and Specifications;
- The Contract is administered in a proper and fair manner;
- The Contractor is paid for all Contract items that are satisfactorily completed in accordance with the Contract;
- The Work is adequately inspected; and
- The Work is properly documented.

The PM is responsible to ensure proper administration of the Contract and may delegate such authority they deem necessary for the performance of the Work. All of the Agency's representatives associated with the Project are responsible to work through the PM.

F2.b-2 Working Relationship with the Contractor

The PM is the Agency's single point of contact with the Contractor in all aspects of administrating the Contract. The Contractor's Superintendent will be the single point of contact with the PM.

It is imperative that the Contractor and PM maintain effective communications. Communication may be both written and verbal, and it is important that the appropriate parties be involved in the communication. Send copies of communication to the Contractor's home office and all of the Agency's representatives associated with the Project.

On critical Project issues, written communication occurs only between the PM and the Contractor's Superintendent.

The PM will enter verbal agreements or directions, confirmed in writing, into the Project diary or General Daily Progress Report.

The PM is responsible for requiring the Contractor to correct methods that are unsafe or detrimental, or to correct Work that does not fulfill Contract requirements.

F2.b-3 Inspection

The PM will assign one or more individuals to perform inspection or other Work on the Project.

The Inspector is expected to act proactively and assure that the Contractor's Superintendent is familiar with the Contract requirements before the affected Work is started.

The Inspector is responsible to keep the PM informed of both the progress of the Work and any known or anticipated problems.

If the Inspector is unable to resolve issues with the Contractor, or if changes are required, the Inspector must obtain prior approval from the PM for any changes to the Work. In addition, the PM may need to obtain proper approval for such changes from the PE. All changes to the Contract must be made in writing.

(a) Inspection Quality Assurance Program

All Inspectors working on Federal Aid Projects are required to obtain ODOT Inspector Certification(s) for the appropriate type(s) of construction activities.

F2.b-4 Ensuring Contractor Compliance

If the Contractor fails to perform its work according to the terms of the Contract, the PM may take actions as appropriate. Any of these actions will require the PM to include Notice to the Contractor's Surety.

Since the Contractor is also responsible for all actions or inactions of its Subcontractors, the PM will take action against the Contractor if a Subcontractor failed to perform according to the terms of the Contract.

The PM should be proactive in identifying and resolving problems before they occur. The PM also should communicate expectations about Contract requirements to minimize problems and misunderstandings.

F2.c. BEFORE ON-SITE WORK CAN BEGIN

The PM will ensure that on-site Work does not begin until the following have been approved:

- Received Notice to Proceed;
- Filed the required public works bond with the Construction Contractors Board (CCB3. An accepted Project Work schedule;
- An approved Traffic Control Plan;
- An approved Pollution Control Plan;
- An approved Erosion and Sediment Control Plan;
- An approved Construction Schedule
- Met with the Agency at the required preconstruction conference; and
- Assembled all Materials, Equipment, and labor on the Project Site (or has reasonably assured that they will arrive on the Project Site) so the Work can proceed according to the Project Work schedule.

As required by the Contract, the PM may request that the Contractor submit other information before on-site Work begins.

F2.c-1 Pre-Construction Conference (Pre-Con)

The Contractor shall meet with the PM and ODOT personnel for a Pre-Con before any Work is performed and within 30 Calendar Days of the Notice to Proceed.

Once the PM, ODOT, and the Contractor have established a date for the Pre-Con, the PM will send a Pre-Con letter and agenda to the Contractor and to the ODOT LAL and Office of Civil Rights describing the items to be discussed at the upcoming Pre-Con meeting.

The PM will prepare an agenda for the Pre-Con and distribute to each attendee. The PM will take notes during the meeting, as well as provide a written summary to the attendees of the meeting detailing pertinent points, agreements, and assignments given to personnel.

F2.c-2 Tourist-Oriented Directional (TOD) and Business Logo Signs

The Contractor is required to submit one copy of a sketch map of the Project showing all existing tourist-oriented directional (TOD) and business logo signs as well as a written narrative describing how these signs will be kept in service and protected throughout all the construction phases.

If no TOD or business logo signs reside within the Project limits, the Contractor will submit one copy of the narrative stating that there are “no existing TOD or business logo signs within the Project limits”.

F2.c-3 Project Work Schedule

The Contract requires that the Contractor prepare and submit its Project Work schedule to the PM for review 10 Calendar Days prior to the Pre-Con. The Contractor will discuss the project Work Schedule at the Pre-Con.

F2.c-4 Traffic Control Plan (TCP)

The Contractor must submit a written TCP showing all Traffic Control Measures (TCM) and quantities of Traffic Control Devices (TCD) for approval five days prior to the Pre-Con.

If the Contractor does not use the Agency TCP, it must provide stamped working drawings. The PM must approve any proposed changes to the TCP. If the TCP does not provide the desired results, the Contractor must propose changes to the TCP to adequately handle traffic. All changes must be submitted in writing and approved by the PM.

F2.c-5 Erosion and Sediment Control Plan (ESCP)

The required Erosion and Sediment Control Plan (ESCP) establishes the minimum requirements for all Project construction sites and conditions on Agency-controlled lands. The Contractor must submit an ESCP to the PM no less than 10 Calendar Days prior to the Pre-Con.

An Agency-developed ESCP is typically furnished as part of the Contract Plan set, which helps fulfill part of the ESCP requirements of the permit. This initial ESCP, when adopted by the Contractor, may be used as the basis of the construction ESCP.

A Contractor-developed "construction" ESCP incorporating the Agency's ESCP and all proposed modifications to it that fully comply with the NPDES Storm Water Discharge Permit. The PM must approve the ESCP before the Contractor may commence any site activities that have potential to cause erosion or sediment movement.

The Contractor must keep a copy of the approved ESCP with any updated changes on-site during all construction activities.

If the ESCP is not providing the desired results, the Contractor is responsible for making needed changes to the ESCP to adequately control erosion and sedimentation.

F2.c-6 Pollution Control Plan (PCP)

The Contractor must prepare and submit a PCP relevant to its operations for Agency approval 10 Calendar Days before the Pre-Con. The PM will review and approve the PCP before the Contractor may commence Work and will provide a copy to the ODOT LAL.

If the PCP is not achieving the desired results, or it no longer accommodates actual or planned situations at the Project Site, the Contractor must modify its PCP to adequately prevent pollution.

F2.c-7 Migratory Bird Treaty Act

Bird management activities will comply with the Migratory Bird Treaty Act (16 U.S.C. 703-712) and will be performed by ODOT on behalf of the Contractor. The PM will contact the ODOT Regional Environmental Coordinator (REC) via the LAL to coordinate this Work.

F2.d. PROJECT RECORDS

The Project Manager (PM) will develop or receive documents and records that are needed to justify that the Work has been completed according to Contract requirements and that payment has been properly made. "Project Records" is defined as follows:

All information in any way relating to the Project or performance of the Contract, including but not limited to all:

- Financial and accounting records and information.
- Correspondence – including internal communications, emails, field notes, file notes, diary entries, communications with Agency, Subcontractors and authorities.
- Notices, orders, permits, and opinions.
- Survey data – including survey drawings, reports, maps, original computations and other data.
- Materials testing records and Materials certifications.
- Work products.
- All other documents and information whether generated by, for, or received by the Agency in the performance of the Contract, and whether any of such records are:
 - Paper-based.
 - In the form of electronic data.
 - In electronic/digital format capable of being reduced to paper-based or electronic/digital format,
 - Visual reproductions such as photos or videotape.

The Project Records will be maintained in such a manner that anyone can review the documentation and clearly understand how the Project progressed, what Materials were incorporated into the Project, and how much Work was performed on the Project. The Project Records will be kept at the Linn County Road Department office.

F2.d-1 Organization of Project Records

For each Project, the PM and the Project staff will produce binders or notebooks that are divided by bid item or Pay Item. As the appropriate quality documentation is received, the information will be entered into the Test Summaries and the documents will be placed in the quality notebook.

As the quantity documentation is received, the PM will check the calculations, enter the payment information into the Monthly Payment Estimate, and place the documents in the quantity notebooks.

F2.d-2 Public Records and Disclosure

Linn County will follow Chapter 12, Section 12-2 of the ODOT Construction Manual.

F2.d-3 Retention of Project Records

The PM is responsible for storage of the Project documentation at the completion of a Project.

The submitted quality, quantity, and labor compliance documentation is combined with all other Project Records and will be archived for the applicable retention period. The records retention period 20 years. Bridge Project documentation retention period of for the life of the structure.

F2.e. DAILY REPORTS

F2.e-1 General Daily Progress Report

The Project Manager (PM) is responsible for ensuring Project Records are kept, and that they are accurate and adequate records of the progress of the Project. The PM will record daily activities on the ODOT form 734-3474.

F2.e-2 Traffic Control Inspection Report

If required by Subsection 00225.60, the Contractor's Superintendent or designee will perform and record the daily traffic control inspection, monitoring, and reporting on the ODOT form 734-2474. If the TCS is not on the jobsite and no payment is made under the TCS Pay Item for that day (or if the Project does not have a TCS Pay Item) the Contractor is responsible for preparing and submitting this report to the PM.

The PM will review the Traffic Control Inspection Reports to ensure that traffic control is properly performed and maintained. All problems that are identified must be immediately resolved by the Contractor.

F2.e-3 Erosion Control Monitoring (NPDES Reports)

The Department of Environmental Quality requires that construction activities, under the authority or jurisdiction of a public agency, comply with the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit. The PM will provide the Contractor with a copy of the Agency's NPDES permit.

Although the NPDES permit is issued to the public agency, it is incorporated into the Contract and the Contractor must comply with the terms of the permit. The permit requires the Contractor to implement and maintain erosion and sediment control measures for storm water discharge. The permit also requires site inspections and monitoring reports be prepared for active Projects.

The Contractor is required in 00280.62 to perform and document site inspections. Completed ODOT Erosion Control Monitoring form 734-2361 must be submitted to the PM.

During active construction, the Contractor must keep the ESCP at the construction site.

F2.e-4 Turbidity Monitoring and Reporting

The ODOT Technical Bulletin GE09-03(B) defines the turbidity monitoring requirements included in the Contract to comply with the Clean Water Act (CWA) Section 401 Water Quality Certification.

This requirement will only apply to Projects with an Army Corps of Engineers CWA Section 404 permit/and or Department of State Lands (DSL) Removal/Fill permits. Turbidity monitoring and reporting is required for Projects with active "in-water" work when there is a potential for sediment discharge, and for Projects involving wetlands. The specific monitoring and reporting

requirements will be defined in the Project Special Provisions and the Project-specific permits. The PM will provide the Contractor with a copy of the applicable permit(s).

The PM must ensure that all required monitoring and reporting is done by the Contractor per the permit requirements. The Contractor will perform the turbidity monitoring and document the results on the Turbidity Monitoring Report, ODOT form 734-2755 unless otherwise specified in the Project-specific permit(s).

The Turbidity Monitoring Reports must be kept on the Project Site and be available for inspection at all times. Failure to monitor and present the monitoring reports when requested by the appropriate agencies constitutes a violation of the 404-Permit and/or 1200-CA permit. This may result in enforcement action against the Contractor which may include civil penalties for each day of violation.

F2.e-5 Accident Investigation and Reporting

The PM will immediately notify the County Engineer, Roadmaster and Linn County Sheriff for any accident that occurs on a project site and will fill out a Linn County Accident Report per Linn County Policy. The report will be submitted to the Roadmaster

F2.f. QUALITY

The Contract documents specify the minimum requirements for the quality of Materials and Work to be furnished or performed under the Contract. The PM will assure that the Materials incorporated and Work performed by the Contractor is in close conformance with Contract requirements.

The PM will continually observe to verify that necessary inspection, sampling, testing, and measurements are performed and that inspection reports, test results, calculations and other conformance documents are prepared promptly and verified by a second person.

The PM will not allow the Contractor to incorporate Materials into the Project without acceptable conformance documents. This condition may be temporarily waived only if the Material must be installed for immediate traffic safety, but no payment will be made for the value of the Materials, or the costs of incorporating them, until acceptable conformance documentation is received and/or testing is performed.

The PM will also assure that the Contractor is aware of quality documentation required to be submitted or sampling and testing that must be performed by preparing and providing the Contractor with a Quality and Quantity Guide. This guide will be provided at the Pre-Con.

There are two types of Material quality documentation; non-field tested and field-tested. The PM will assure that the Test Summary sheet(s), form 734-1902A or B, are completed for each Pay Item, before Work starts, to determine what type of documentation is needed prior to receipt, placement, and payment of Materials needed for the Project.

The PM will record the quality documentation on the Test Summary sheets as the Work progresses to assure that the Material complies with quality requirements.

The PM will assure that all Project documentation is continuously and currently maintained throughout the life of the Project.

F2.f-1 Nonfield-Testing Materials

The PM will accept nonfield-tested Materials according to the individual Materials Specifications or to the current issue of the Nonfield-Tested Materials Acceptance Guide (NTMAG). This document is to be used as a guide for documentation required for acceptance of Materials on ODOT construction Projects, but its use does not relieve the user from following the requirements specified in the Project documents. New Materials or Materials which are infrequently used may not be listed in the NTMAG. The NTMAG does not have precedence over the Special Provisions, Contract Plans, or Standard Specifications.

The PM may accept relatively small quantities of some nonfield-tested Materials without normal sampling and testing, as long as other documentation is furnished as defined in the guidelines for acceptance under the small quantity method shown in the NTMAG.

The PM will record documentation for non-field tested Materials on the Test Summary A, form 734-1902A.

F2.f-2 Field-Tested Materials

Under Linn County's Quality Assurance Plan, Section G of this document, the Contractor performs all sampling and field testing of Materials. The Agency will perform monitoring, verification testing, and independent assurance testing to verify the quality of Materials represented by the Contractor's tests. Refer to the Linn County Quality Assurance Plan for responsibility requirements.

The Quality Control Compliance Specialist (QCCS) will recommend and the PM will accept field-tested Materials according to the Field Tested Materials Acceptance Guide (MFTP) included in the most current version of the ODOT Manual of Field Test Procedures, or according to the individual Specifications for the Material.

Linn County will Contract out services for Independent Assurance and Verification testing requirements indicated by the "Region Quality Assurance" column in the MFTP. The testing requirements listed in the "Materials Lab" column will be done by ODOT Materials Lab, or a prequalified Independent Material Lab.

The PM may accept relatively small quantities of some field-tested Materials without normal sampling and testing, as defined in the Field Tested Materials Small Quantity Guideline found in the MFTP.

The PM will ensure that documentation is recorded for field-tested Materials on either the Test Summary B or B-QA forms 734-1902B and/or 734-1902B-QA.

F2.f-3 Review Procedures for Quality Documentation

(a) Review by the Project Manager

The PM will review all Project quality records to assure that the required documentation has been received and that the Material either meets Contract requirements, or that price adjustments have been appropriately assessed.

If the Contractor requests the Agency release the retainage of a Subcontractor, once all Work under the subcontract has been completed, the PM must review the quality, quantity, and labor compliance documentation related to that Work.

Steps in the documentation review by the PM process include:

1. Verify all required quality documentation is recorded and incorporated quantities are updated on the Test Summary A, B and B-QA sheets.
2. Ensure quality documents related to multiple Bid items are correctly cross-referenced on the Test Summary sheets.
3. Check all Contract Change Orders (CCO's) and the Special Provisions for any changes to the testing and acceptance documentation. If a CCO modifies testing or acceptance requirements, include a copy of that CCO with the documentation and enter it on the Test Summary sheet. If a CCO adds new line items, add them to the Test Summary sheets.
4. For all Pay Items and quality price adjustments, review all field and non-field testing documentation requirements.
5. The person entering the data should sign and date the Test Summary sheets. The PM's quality documentation process should include a second-person review and check of the data entry.
6. List all quality-related price adjustments, including bonuses and quality related CCO's, on the Final Materials Certification form 734-1979. Only quality-related adjustments are listed on the Final Materials Certification.
7. Update the Foreign Steel Summary, form 734-1968. Using the information shown on the Certificate of Materials Origin forms submitted by the Contractor for all steel or iron Materials, list all Materials of foreign or unknown origin on the Foreign Steel Summary. Attach copies of the CMO's for foreign steel to the Foreign Steel Summary.

(b) Review by the Region Assurance Specialist (RAS)

As requested by the PM, an ODOT RAS will periodically review Project documentation throughout the life of the Project and at the completion of the Project.

F2.g. QUALITY PRICE ADJUSTMENTS

If the Material furnished or the Work performed are not in close conformance, the PM may order the Materials or Work to be removed and replaced or may allow the Materials or Work to remain in place at a reduction in payment.

To assess an adjustment and modify the Pay Item price, the PM will need to issue a Change Order.

F2.g-2 Price Adjustments

If the Contractor has supplied Materials that are not in close conformance with Contract requirements but are suitable for the intended purpose, the PM must assess a price adjustment if the Materials are to remain in place. Obtain concurrence of the PE and CE for the Work and others in determining if the Material or Work is suitable for the use intended.

Linn County will follow applicable items in Chapter 12C of the ODOT Construction Manual.

F2.h. QUANTITIES

F2.h-1 Quantity Documentation

The written evidence to support progress payments, and eventually final payment, consists of “source documents” with appropriate signed and dated calculation sheets showing the quantities of Work completed or accepted. For progress payments on lump sum items, a signed and dated source document must verify the amount of Work completed and correspond to an appropriate lump sum breakdown, or schedule, approved by the PM and generally submitted by the Contractor.

(a) Source Documents

“Source documents” are the field notes, calculations, receipts, invoices, and reports used to determine project pay quantities. Acceptable source documents generally do not exceed a single pay period.

1. Project Identification - There must be sufficient identification on each document to clearly identify on which Project the Work was done. If the document is large enough, both the Project name and Contract number should appear on each document, including those documents prepared by the Contractor, Supplier, or manufacturer.
2. Pay Item Identification - Project Pay Item number(s) and, if appropriate, the item name. The source document must also indicate the proper Participation Indicator (sub-job) to which the Work is to be charged if more than one Participation Indicator could be used for that Pay Item.
3. Validation - Verifying statement that the item was actually installed, performed, re-measured, furnished, completed, received, or accepted.
4. Specific Location of Installation - Project station(s) and, when appropriate to clarify or explain measurements, a sketch of the installation to show measurements or as-constructed details. Include additional information, such as Bridge number or stream, intersection, street, or road names (if applicable).
5. Date(s) - Date(s) the source document was prepared, validated, checked, and, (when appropriate) the date(s) of the Work.
6. Signatures - Signatures for each person that prepared, validated, and checked the document. If the checker finds an error in the original information, the checker should have the original preparer review and confirm the correction. A signature is a person’s name written the way that they normally write it. Initials are not acceptable unless the person’s signature also appears on or is attached to the document. Source documents shall show the signature of the person making the entries and the names of other members of the crew involved in obtaining the information on the note. Payments should not be posted until the document has been checked by a second person.

Prepare the source document at the time and place of delivery, performance, installation, or measurement of the Pay Item. Line out, rather than erase, incorrect entries on a source document. Validate alteration of data by date and signature. If one person makes all of the changes and the affected documents are bound, a single validation statement is sufficient. The source document does not necessarily need to be on letter size paper or on pre-printed forms, but it must include all required information.

Source documents will be prepared in a clear and concise manner. An installation sheet, ODOT form 734-2605, a letter size paper, or pre-printed forms may be used, but it must include all required information.

(b) Record Keeping

The PM must assure that the procedures include the following activities:

- Review Plan quantities to verify their accuracy.
- Establish quantity documentation methods for progress and final payments.
- Organize a user-friendly system for records.
- Use proper validation of source documents.
- Use accurate, easy to follow measurement and calculation methods.
- Assure that each pay quantity is properly charged to the right Participation Indicator (sub-job).
- Have a second person check all formulas and calculations.
- Prepare a summary sheet of pay quantities.
- Assemble documents for final records submittal.

It is important to remember that Section 00190.00 of the Contract specifically states that the Engineer will measure or determine all pay quantities unless otherwise specified. The PM is responsible for measurement and quantity determinations for all Pay Items.

Section 00190.00 of the Contract specifically states that the Engineer will measure or determine all pay quantities unless otherwise specified. The PM is responsible for measurement and quantity determinations for all Pay Items. Contractors and Subcontractors are not allowed to document or establish pay quantities. The PM may use some information that is developed by the Contractor or Subcontractor to determine pay quantities, but must perform some sort of validation of the Contractor or Subcontractor's information.

Each Pay Item must have documentation to support each monthly payment. Do not make any payment without the proper quantity calculations and required quality documents.

F2.h-2 Measurement

Linn County will follow Chapter 12D, Section 12D-2 of the ODOT Construction Manual.

F2.h-3 Review Process for Quantity Documentation

Linn County will follow Chapter 12D, Section 12D-3 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F2.i. ADJUSTMENTS TO LUMP SUM AND OTHER ITEMS

Linn County will follow Chapter 12E of the ODOT Construction Manual.

F2.j. MATERIALS STORED OR ON HAND

Linn County will follow Chapter 12F of the ODOT Construction Manual.

F2.k. EXTRA WORK PERFORMED ON FORCE ACCOUNT BASIS

Linn County will follow Chapter 12G of the ODOT Construction Manual.

F2.l. AS CONSTRUCTED PLANS

After making all corrections and additions, stamp every sheet (either "Revised" or "Not Revised" as applicable). The PM will provide his/her clearly printed name, signature, and date on each sheet, even if the sheet is not revised.

For bridge Projects, the PM will submit a set of as-constructed bridge plans to the ODOT Bridge Section.

F2.m. CONTRACT TIME

Linn County will follow Chapter 13 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F2.n. SUBCONTRACTS

Linn County will follow Chapter 14 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F2.o. CHANGE ORDERS/FORCE ACCOUNT/WORK BY PUBLIC FORCES

Linn County will follow Chapter 15 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F2.p. WORKING DRAWINGS AND SUBMITTALS

Subsection 00150.35 of the Standard Specifications requires the Contractor to submit Working Drawings to the Engineer for review. Other sections of the Contract require the Contractor to submit Equipment lists, drawings, or other submittals to the PM for review.

Working Drawings and other submittals from Subcontractors and Suppliers shall not be submitted directly to the PM. Required information from Subcontractors and Suppliers must first be provided to the Contractor, who has the responsibility to understand, check and agree with the information, and should so indicate on the transmittal before submitting it to the PM.

The PM will ensure the review is complete, and the Working Drawings and submittals are returned to the Contractor within the timeframes specified in the Contract.

The PM will send the Working Drawings and submittals to the designer or PE responsible for that portion of the Work. The PM will coordinate the submittal(s) with the designer or PE, and ensure they are returned to the Contractor within the allowed timeframes. The PM will keep a log of when all submittals are received and returned to the Contractor.

The PM will review Working Drawings and submittals to assure that the details on them fulfill the intent and terms of the Contract. If the Working Drawings or submittals are so incomplete or inaccurate as to be unacceptable, inform the Contractor of those specific concerns in writing and request that new Working Drawings or submittals be prepared and submitted for review.

When the review of the Working Drawings or submittals is completed and comments are shown on the documents, send a copy, by either US Postal Service or email, to the Contractor, unless otherwise specified in the Contract. The PM and the reviewer shall keep copies of the Working Drawing(s) with comments that are returned to the Contractor; provide one for the Inspector, and one for the Project files.

The PM must assure that inspection of manufactured components is completed. The PM will contact the ODOT Structure Services Unit for coordination and assistance to ensure that required inspections are conducted.

F2.q. SAFETY

The Contractor is responsible for providing a safety program that provides a safe workplace for its workers, other workers on the Project, Agency employees, Agency representatives, and the public. That program must fulfill the requirements of the Contract as well as all applicable laws and regulations concerning safety, health, and sanitation standards. See Contractor safety standard, STD96002 for additional responsibility information. The Contractor may also be held responsible for the safety program and practices of each of its Subcontractors.

The primary responsibility for enforcing safety and health law rests with the Oregon occupational Safety and Health Division (OR-OSHA). Its representatives will inspect work sites if they receive complaints of hazardous conditions.

F2.q.1 Drug Testing Program

Subsection 00170.74 of the Contract and ORS 279C.505(2) require the Contractor to have in place, and maintain throughout the life of each Project, an employee drug testing program. The Contractor will also require its Subcontractors to have an employee drug testing program.

The Project Manager (PM) is not responsible for monitoring the Contractor's drug testing program. However, the Agency may audit, review, or request a copy of the Contractor's drug testing program. If the PM is aware of problems or incidents, they should notify the Contractor or other authorities.

F2.q. 2 Project Safety

The PM oversees Contractor compliance with the Contract requirements. The PM will require the Contractor to complete the Linn County Safety Questionnaire for Contracted Construction Projects and submit to the PM prior to the Pre-Construction Conference. This form will be included in the Pre-Con packet that is sent to the Contractor.

If the PM notes a safety violation, it should be brought to the attention of the Contractor's Superintendent. If the violation is corrected, this event should be noted in the Project diary or on the General Daily Progress Report, and no further action is required.

If the PM detects or is aware of a safety violation that presents an imminent danger, and the Contractor fails to take immediate corrective action, the PM should order that Work be suspended until the hazard is eliminated. Contact the County Engineer or the Linn County Sheriff's Office for advice and guidance. This event should also be noted in the PM's diary or on the General Daily Progress Report.

All employees should be alert for potential danger at all times. Plan ahead so that you do not place yourself in dangerous situations. Look out for your safety, as well as that of other workers

and the public. Everyone at the Project Site must comply with the safety requirements of the Contractor, including requirements for hard hats, safety glasses, etc.

Monitor traffic control, devices, and movement of traffic frequently to detect unsafe conditions or situations. Assure that the Contractor is properly maintaining traffic control and devices. If a deficiency is noted, bring it to the immediate attention of the Contractor. The PM should suspend the Contractor's operations if the Contractor does not correct unsafe conditions in a timely and proper manner.

F2.q.3 Accident Investigation and Reporting

If an accident involving the traveling public or a pedestrian occurs within the limits the PM will follow Section F2.e-5 of this document and the following:

The Inspector and or PM should record all information related to the accident in the General Daily Progress Report and/or the PM's Diary, including:

1. Date, time, and location of accident.
2. Description of vehicles, names of drivers, occupants, or pedestrians (if known).
3. Condition of roadway and traffic at time of accident.
4. Traffic control configuration at time of accident, including description of Contractor Work activities.
5. Location and description of traffic control devices in the vicinity of the accident or that may have contributed to the accident.
6. Any changes that are made to traffic control because of the accident must also be described.

If Agency personnel are at the accident site, they may need to:

1. Assist in providing first aid if properly trained and/or getting medical help, if needed.
2. Assist in arranging for traffic control unless law enforcement officers have taken over traffic control.

In summary, the PM must ensure, when an accident occurs within a construction Project, that:

1. Traffic control is modified or improved, if needed, to improve traffic movement; and
2. Adequate information is recorded to allow the Agency to defend itself, or present information when requested, in legal action. This information is also public information.

F2.r. WORKFORCE AND SMALL BUSINESS EQUITY PROGRAM

Linn County will follow Section C, Chapter 8 of the LAG Manual.

F2.s. LABOR COMPLIANCE

Linn County will follow Chapter 19 of the ODOT Construction Manual and the Linn County Civil Rights Procedures Checklist for Federal Aid Projects, located in the Appendix.

F2.t. CONSTRUCTION SURVEYING/MONUMENTATION

Linn County requires the Contractor to perform the construction survey work. Construction survey work includes the surveying needed to establish locations, lines, and grades necessary for the Contractor to construct the Work required on the Project.

F2.t-1 Construction Surveying By the Contractor

Section 00305 of the Special Provisions will be included in the Contract and will identify the responsibilities of the parties.

F2.t-2 Monumentation and Benchmarks

The Agency may install survey markers, benchmarks, or other monuments to identify centerline or Right of Way boundaries for its projects. The Linn County Surveyor will provide a preconstruction survey to the Contractor at the Pre-Con.

At the completion of the Project, as part of the final Project documentation, the Contractor must submit a post-construction survey to the Linn County Surveyors. If no monuments were disturbed during construction, the Contractor may submit a letter, stamped by a Oregon Registered Land Surveyor, indicating this.

F2.u. PERMITS

Linn County will follow Chapter 21 of the ODOT Construction Manual.

F2.v. SOURCE OF MATERIALS

Linn County will follow Chapter 22 of the ODOT Construction Manual.

F2.w. QUANTITIES OF MATERIALS TO BE PRODUCED

Linn County will follow Chapter 23 of the ODOT Construction Manual.

F2.x. WORK DONE BY UTILITIES AND RAILROADS

Linn County will follow Chapter 24 of the ODOT Construction Manual.

F2.y. PAYMENTS TO CONTRACTOR/RETAINAGE

All Project costs must be charged to the proper County Project Number. The Roadmaster or CE will create a Project Number for each Project.

The Project Manager will:

- Become familiar with conditions pertaining to all Pay Items.
- Verify Project quantities, including Bid quantities and estimated total quantities.
- Organize methods for determining and recording quantities to be paid on progress estimates.
- Assure that the Project cost does not exceed the Construction Authorization.
- Update the corrected estimate quantities each month to verify that the estimated expenditures will not exceed the Construction Authorization or approved increase.

F2.y-1 Monthly Payment Estimates

After Contract Work begins, the PM will submit the payment estimate monthly. The payment estimate period begins the first day of the Month and ends on the last day of the Month.

Prior to the 8th of the month, the PM will review information with the Contractor on amounts to be paid on each progress estimate before submitting the progress estimate for payment.

The PM will review, with the Contractor, the estimated quantities to be paid for all Work performed under the original Contract bid items, Contract Change Orders (CCO's), price adjustments, Materials on Hand (MOH) and Extra Work paid on a Force Account basis.

If the PM and Contractor do not agree on the quantity of Work performed for the payment period, and are unable to resolve the issues prior to the upload date, submit the progress estimate for payment. Continue to work with the Contractor to resolve the disputed quantities of Work. If additional payment for Work is determined, submit the quantities on the next scheduled progress estimate. The PM must determine if late payment interest is due the Contractor for these quantities.

Update the corrected estimate quantities each month to verify that the estimated expenditures will not exceed the Construction Authorization or approved increase.

The PM will submit progress estimates to the Linn County Administrative Office by the end of the second week of the Month.

The Linn County Administrative Office will process the progress estimate and make payment to the Contractor prior to the 30th of the month.

F2.y-2 Withholding Payment

The Agency may withhold payment to the Contractor for the just causes specified in the Contract:

- If the amount due the Contractor is less than \$1,000, unless requested by the Contractor (see 00195.50(a)). The PM must notify the Contractor in writing why no payment will be made.
- If the PM orders payment to be withheld for one of the reasons cited in 00195.50(e). The PM must inform the Contractor of the reason that payment is being withheld, as well as what actions the Contractor must fulfill to allow payment to be made.

F2.y-3 Interest for Late Payments

State law requires that the Agency pay interest to the Contractor when payments are not made within the statutory time requirements. The County Engineer will calculate the amount of interest due the Contractor. Interest for late payments is not eligible for Federal-Aid participation.

F2.y-4 Preparation of the Monthly Payment Estimate

The follow are the steps to process the Monthly Payment Estimate:

1. As the Contractor performs Work, the PM documents the Work and enters the information into the Linn County Monthly Payment Estimate Spreadsheet.

2. The PM prints a copy of the Preliminary Payment Estimate containing payment information for the Work performed through the payment period and provides the information to the Contractor. If both parties concur with the Preliminary Payment Estimate quantities, the PM and CE approve and sign the report.
3. On or before the end of the second week of the Month, the PM submits the approved progress estimate to the Linn County Administrative Office.
4. The Administrative Office requests a check from the Linn County Finance Department
5. Once the check is received, the Administrative Office mails the payment and submits a copy to the PM.

The PM will maintain, in the Project office files, the records necessary to support and justify the quantities and payments made on each progress estimate. Each payment must have all required documentation if subjected to an audit.

(a) Contract Change Orders

The PM enters a separate line, description, unit, unit price, and estimated quantity as shown on the approved CCO.

(b) Adjustment Items

An "Amendment" column is provided in the monthly Payment Estimate. These amendments are for minor adjustments of increase/decrease in bid item quantities. This adjustment eliminates a remaining balance located in the "remaining" column. Positive or negative values may be entered.

(c) Materials on Hand (MOH)

The percentage of the item for MOH for the appropriate pay item will be entered in the Current column.

(d) Extra Work Performed on a Force Account Basis (EWO)

Extra Work or Force Account Work will be paid per the requirements of a CCO Cost justifications for EWO and CCO's will be performed by the CE as referenced in Chapter 15 of the ODOT Construction Manual.

(e) Orders for Force Work (FO)

Extra Work or Force Account Work will be paid per the requirements of a CCO. Orders for Force Work will be documented as required by Chapter 15 of the Construction Manual as required by the current version of the FHWA Contract Administration Core Curriculum Participant's Manual and Reference Guide.

(f) Anticipated Items

These items are determined during the development of the Project. These are potential items of Work performed on the project, not included in the Contract amount or the engineering amount. They are not included as line items in the Monthly Payment Estimates. A CCO is required to be issued prior to receiving reimbursement for an anticipated item. Linn County will get directly reimbursed by ODOT for this Work.

F2.y-5 Retainage/Reduction of Retainage

The Agency has elected to hold retainage of 5% on all projects. The Agency will hold all retainage as cash in an interest bearing account, unless the Contractor elects to provide an alternate form of retainage that has been approved by the Transportation Program Office (TPO) and the Department of Administrative Services (DAS).

The following is the process for reduction of retainage on a Project:

1. Request for reduction of retainage for subcontracted Project Work. When a Subcontractor completes all of its Work on a Project, it may request the Contractor return retainage. The Contractor must request that the Agency release the retainage on the Subcontractor's Work by submitting a completed Request for Release of Retainage for Subcontracted Work, Form 734-2510, to the PM. When the request is received and approved by the PM, the amount retained by the Agency will be calculated at 5% of the value of Contract Work performed to date for original and CCO, less the value of the Work performed by the Subcontractor. The Agency must process the request and reduce retainage within 60 Calendar Days after the end of the progress estimate cycle in which the Contractor certified completion of the Subcontractor's Work in order to avoid paying late payment interest.
2. Until issuance of Second Notification, 5% of the original Contract Amount, or 5% of the actual Contract Amount (excluding Force Account and price adjustments), whichever is less, will be retained. The actual Contract Amount excludes subcontracted amounts in which retainage was previously reduced.

When Second Notification is issued, retainage will be held at the above amount or reduced to the value of the items as determined by the PM, whichever is less.

3. At Third Notification, all remaining retainage will be released to the Contractor within 30 Calendar Days of issuance. If payment has not been made in 30 Calendar Days, late payment interest will accrue on the amount due the Contractor. Both ORS 279C.570 and the DBE Supplemental Required Contract Provisions require the Contractor to promptly pay each of its Subcontractors. After each payment received from the Agency, the Contractor must submit an affidavit certifying payments made to DBE Subcontractors or suppliers. If a Contractor fails, neglects, or refuses to make payment to a Subcontractor furnishing labor or Materials, refer to Chapter 26 of the ODOT Construction Manual.

F2.z. PROMPT PAYMENT/CLAIMS AGAINST CONTRACTOR'S BOND

Linn County will follow Chapter 26 of the ODOT Construction Manual, with the exception that the Contractor's claim will be forwarded to the ODOT LAL.

F2.aa. DISAGREEMENTS, DISPUTES, AND CLAIMS

Linn County will follow Section 00199 of the current version of the Oregon Standard Specifications and the approved Linn County Section 00199 Boiler Plate Special Provisions.

F2.bb. RIGHT OF WAY AND ACCESSES

Before advertising for Bids on a Project, the Agency must either certify that the Right-of-Way is clear or list the property files that it still does not have the right to enter in the Special Provisions.

Do not allow the Contractor to enter upon any property before the Agency has obtained possession of the Right-of-Way.

F2.bb-1 Additional Right of Way

If additional Right-of-Way is needed to construct the Project, the will follow Section C, Chapter 7 of the ODOT LAG Manual.

F2.bb-2 Road Approach, Driveway Construction

The PM must not change the road approaches, driveways, or other accesses shown on the Project Plans without obtaining prior approval. The PM may need to contact the designer, or PE to secure approval for any proposed change.

F2.cc. PROTECTION OF WORK/RESPONSIBILITY FOR DAMAGES

Linn County will follow Chapter 31 of the ODOT Construction Manual.

F2.dd. PROTECTION OF CULTURAL RESOURCES

Linn County will follow Chapter 32 of the ODOT Construction Manual.

F2.ee. MATERIALS LEFT OVER OR PRODUCED FOR A THIRD PARTY

Linn County will follow Chapter 33 of the ODOT Construction Manual.

F2.ff. TERMINATION AND BREACH OF CONTRACT

Linn County will follow Chapter 35 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F3. PROJECT CLOSURE

The PM will prepare the ODOT Certified Local Agency Construction & Contract Administration Checklist, located in the ODOT Local Agency Guidelines Manual, Section C, Chapter 16, and retain in the Project files. A copy will also be sent to the ODOT LAL.

The PM will follow the ODOT Local Agency Guidelines Manual, Section C, Chapter 17, Project Closure, the Linn County Advertise Construction and Contract Administration Procedures for Federal Aid Projects Checklist, located in the Appendix, and the following guidelines:

F3.a. ACCEPTANCE OF PROJECT

Linn County will follow Section C, Chapter 16 of the LAG Manual.

F3.b. FINAL PROJECT DOCUMENTATION

Throughout the life of each Project, the Region Assurance Specialist (RAS) may periodically review Project quality, quantity and labor compliance documentation, upon request by the PM, at the Project Manager's (PM's) office. At the completion of the Project, the PM must compile and submit the Final Material Certification and the Foreign Steel Summary for the final quality and quantities, to the RAS for final review.

The PM must prepare and sign the Labor Compliance Certificate, form 734-1734 and retain in the project files.

F3.c. CONTRACTOR DISAGREEMENT WITH FINAL QUANTITIES OR PAYMENT

If the Contractor believes that the final quantities and payment amounts detailed in the final Contract payment are incorrect, the process specified in Section 00195.95 shall be followed.

If the PM finds that corrections to the final Contract payment are appropriate, the PM must submit a revised payment estimate to the Linn County Administrative Office to issue payment.

If the PM and the Contractor are unable to resolve the disagreement, the Contractor may request that the issue be escalated for review as specified in Section 00199.40.

F3.d. LANDSCAPE ESTABLISHMENT PERIODS

Linn County will follow Chapter 39 of the ODOT Construction Manual.

F3.e. THIRD NOTIFICATION

As referenced in 00150.90(b), the Project Manager (PM) must issue Third Notification when all of the following items have been satisfactorily performed:

- All On-Site construction and other Work required under the Contract is completed, including punch list Work;
- All construction Equipment is removed; and
- All required certifications, warranties, guarantees, bills, forms, and other documents are received from the Contractor.

The PM will record the date of Third Notification on the Notification of Commencement and Completion, form 734-3233 (and include the dates of First and Second Notifications) and distribute as indicated on the form.

Once Third Notification has been issued, final payment will be made to the Contractor.

After issuing Third Notification, if the PM determines that the Contractor still has unfinished or corrective Work to be completed, or still needs to furnish additional documentation, the PM must rescind Third Notification until the needed items are completed. The PM must promptly notify the Contractor that Third Notification is being rescinded, and of the items yet to be completed or submitted. Reissue Third Notification when the needed items are completed.

F3.f. WARRANTIES/GUARANTEES/RESPONSIBILITY FOR MATERIALS AND WORKMANSHIP

The Contractor must provide to the Project Manager (PM), before Third Notification is issued, all manufacturer warranties and guarantees, consistent with those provided as customary trade practice or as required by Contract, for Materials and Equipment installed on the Project. All warranties and guarantees must be originals and state that they are enforceable by the Agency that manages, or is responsible for, the facility. On any State owned structure or facility, the original Warranty will reside with the State.

If a defect is identified, repair work may be covered under the warranty or guarantee. The PM and those responsible for the facility must notify the Contractor and coordinate with those that warranted or guaranteed the Materials or Equipment. If repair work is necessary, the PM will assist in determining and coordinating the repair work.

F3.f-1 Contractor Furnished Warranties

Except for warranty or guarantee periods specified in the Contract or provided as customary trade practice, the Agency does not specifically receive a warranty or guarantee period for general Work.

F3.f-2 Manufacturer Warranties and Guarantees

If the Contract Specifications reference 00170.85(c)(1) the Contractor will be required to furnish signed warranties from the Materials Manufacturer to the PM. In some instances, the Contract Specifications will specifically limit the percentage of the bid item that can be paid until receipt of the warranty paperwork. The warranty period will be specified in the applicable Specification to which the Warranty applies. The warranty date starts on the date the warranted bid item Work is accepted and complete, and the Agency authorizes payment for that Work to the Contractor, unless otherwise stated in the Contract.

G. QUALITY ASSURANCE PLAN

The Quality Assurance Plan defines the responsibilities of the Contractor and Linn County in order to satisfy the needs of administering a successful Project. This Plan is currently used for all Federally Funded construction projects administered by Linn County.

Linn County will follow the traditional QCCS Staffing Method for Quality Acceptance and Quality Assurance as described in Section C, Chapter 6 of the LAG Manual.

The Quality Assurance Plan is made up of three separate programs; Quality Control, Verification, Independent Assurance.

Quality Control (QC):

Quality Control is defined as: All contractor/vendor operational techniques and activities that are performed or conducted to fulfill the contract requirements.

Quality Control is the responsibility of the contractor. The Contractor provides both the sampling and the testing for the material. The contractor's QC Certified Technician must observe and perform testing operations, properly document test results, and sign the documentation. The Quality Control tests performed by the contractor will be used if verified by Linn County's Quality Assurance process. QC is mandatory and denotes the appropriate QC procedures and standard specifications contractors must abide by on all state highway and bridge contracts. The ODOT Manual of Field Test Procedures is used to outline the specific procedures for collecting, inspecting, and testing materials and identifies the testing frequencies for construction projects.

Small quantities of some materials may be accepted when requested by the contractor and approved by the Project Manager without following the normal quality control sampling and testing frequencies (see Section 4(B) of MFTP).

Quality control shall be performed by quality control personnel meeting the qualifications outlined in the MFTP.

Verification:

Verification is defined as: Sampling and testing performed to validate the quality of the product.

Verification is the responsibility of Linn County. Linn County will hire a consultant to perform Verification testing. The verification process includes splitting a Contractor-obtained sample (the same sample used for Independent Assurance) and testing its portion of the split for material compliance. The Contractor independently tests its portion of the split as part of the IA testing. The Agency results are compared against specification requirements of material compliance and validation of the contractor's QC results for payment.

The ODOT Manual of Field Test Procedures is used to outline the specific procedures for collecting, inspecting, and testing materials and identifies the testing frequencies for construction projects.

Verification shall be performed by quality control personnel meeting the qualifications outlined in the MFTP.

Independent Assurance (IA):

Independent Assurance is defined as: Activities that are an unbiased and independent evaluation of all the sampling and testing procedures used in the acceptance program.

Independent Assurance is the responsibility of Linn County. Linn County will hire a consultant to perform IA testing. Independent Assurance personnel will perform the testing by visiting a job site to observe the sampling and testing on site and to also test a split of the sample on site with equipment the IA personnel brought or to take the split to another laboratory for testing. The purpose of the testing is to determine that the contractor-provided testing is accurate. The method of choosing the frequency and quantity of the split samples is outlined in the MFTP.

The ODOT Manual of Field Test Procedures is used to outline the specific procedures for collecting, inspecting, and testing materials and identifies the testing frequencies for construction projects.

Independent Assurance shall be performed by quality control personnel meeting the qualifications outlined in the MFTP.

The Quality Assurance Testing (both Verification and Independent Assurance) will be performed by a Quality Assurance Laboratory designated by the Agency in compliance with 23CRF637.

G.1 ROLES AND RESPONSIBILITIES

(a) Contractor

The contractor's responsibilities are to:

- Provide a list of material sources to be used on the Project;
- Furnish and incorporate materials/products which are of the quality specified;
- Provide ODOT certified technicians and laboratories;
- Perform quality control of all materials/products used on Federal Aid construction projects;
- Sample and test materials using appropriate devices and procedures;
- Sample and provide splits to the Agency upon request, witnessed by an agency representative;
- Perform required tests on contractor's split of IA samples;

- Properly document, sign and deliver test results as required, on ODOT forms; and
- Retain splits of all QC samples until PM determines that the split samples may be discarded. Retain all split portions of IA samples until notified in writing by the PM to discard.

(b) Project Manager (PM)

The Project Manager has the authority and responsibility to enforce the provisions of the contract. The PM's Quality Control Compliance Specialist (QCCS) is involved with the project QA activities and is experienced and certified in all areas of field testing and documentation. The QCCS is required to maintain certification in CAgt, CEBT, CAT 1, CDT and QCT. Certification in CAT II, CCT and CMDT are recommended.

The Project Manager is responsible to ensure that:

- The project meets the requirements specified in the plans and specifications.
- All required tests are performed, documented, and submitted. The PM is also responsible for informing the QCCS of project schedules, current quantities, and anticipated sampling requirements so verification testing can be accomplished.
- The contractor's QC program meets required standards. This is accomplished by performing inspections of contractor's personnel, testing procedures, and testing equipment.
- The contractor is notified in writing within 5 working days of an IA/Verification sample's completion, as to which backup samples may be discarded or that an investigation is in progress. Upon the completion of an investigation inform the contractor, in writing, as to which backup samples may be discarded. Written notification will identify the Lot/Sublots, include the IA test results and if required the resolution of an IA investigation.

G.2 THIRD PARTY RESOLUTION

Third Party Resolution is used when the Agency's Quality Assurance test results conflict with ongoing Quality Control test results and when verification requirements are not met or the conflict cannot be resolved. Third-Party Resolution can be requested by either the Contractor or the Project Manager.

Third Party Resolution testing shall be performed by a Dispute Resolution Laboratory. Linn County will contract out services with an independent laboratory to perform third party and dispute resolutions. This is normally done by testing quality control production backup samples, but may include other resolution techniques or procedures as determined by the Engineer.

The test result(s) of the Dispute Resolution Laboratory performing dispute resolution materials testing for any or all disputed test results will be considered the actual test results and will therefore be used for acceptance of the material.

Prepared by: Daineal Malone, PE, Linn County Project Manager

Approved by: C. R. Knoll, PE, Linn County Engineer

Date:

APPENDIX

- **Advertise, Bid and Award Procedures Checklist for Federal Aid Projects**
- **Construction and Contract Administration Procedures for Federal Aid Projects**
- **Linn County Civil Rights Procedures Checklist for Federal Aid Projects**

ADVERTISE, BID & AWARD PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor OM= Office Manager DBE= Disadvantaged Business Enterprise
 CE = County Engineer CR = County Roadmaster CC = County Commissioners L= Local Liason OCR=Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
		CE, PM	OM	Advertising
		OM	CE, CR, CC	Select and Schedule Advertisement and Bid Opening Date (After Approval of PS&E and Notice to Proceed)
		PM	OM	Request Approval for Advertisement and Bid Opening Date
		OM	F, PM	Submit Bid Advertisement (3 days prior to proposed bid advertisement date)
		PM	F	Submit Bid Advertisement to newspaper and Daily Journal of Commerce
		PM	F, L	Place Bid Booklet (Contract Specifications and Plans) on County Website
		OM	F, PM	Addendum posted to website (if applicable)
				Retain Advertised Bid Ad for records (Affidavit of Publication)
				- DJC (503) 226-1311
				- ADH (541) 812-6126, Pam Burright

Bid Opening

		PM	CE, F	1	Create Contractor bid fill-in form to distribute at Bid opening
		CE	F	2	Open Bids at Commissioner's Public Meeting
		CE, PM	CC	3	Make copies of all bids at the Clerk's office before leaving Courthouse. (originals stay with Clerk except original bonds)
		C	CC	4	Submit First-Tier Subcontractor Disclosure at day of bid opening
		PM	F, OM	5	Distribute copies of Bids and First Tier Subcontractor Disclosure form
		PM, CE		6	Bid Analysis (LAG Sec C chapter 15 pages 25-28)
					- DBE Commitment Certification and Utilization Form, Form 734-2785
					- Subcontractor Solicitation and Utilization Form, Form 734-2721
					- First-Tier Subcontractor Disclosure Form
		PM	F, OCR	7	Fill out and Submit DBE Commitment Certification and Utilization Form, Form 734-2785 (submitted with bid)
		PM	F, L	8	Create Bid Tabulation and post to County website -**DO NOT INCLUDE ENGINEER'S ESTIMATE**
		PM	F, L, OCR	9	Submit Civil Rights Bid Notification for Certified Agency Projects, Form 734-2848 (Day of bid opening)
		OCR	F, OM	10	Notify Local Agency of responsiveness of Bidder (within 24 hours of receipt of Form 734-2848)
		C	PM	11	Submit Committed DBE Breakdown and Certification Form, Form 734-2531 (if DBE goal > 0%)

	PM	F, DBE	12	Submit Committed DBE Breakdown and Certification Form, Form 734-2531 (if DBE goal > 0%)	
Legend:	F= File	PM= Project Manager	C= Contractor	OM= Office Manager	DBE= Disadvantaged Business Enterprise
	CE = County Engineer	CR = County Roadmaster	CC = County Commissioners	L= Local Liason	OCR=Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK	
				Bid Opening Cont.	
		DBE	F, PM	13	Notify Local Agency by email of the confirmation (Within 24 hours of receipt of DBE Breakdown)
		CE	C, PM, OM	14	Send all bidders "Intent to Award" Letter (00130.10). Include W-9 form to low bidder
		PM	F, L	15	Distribute "Intent to Award" Letters

Awarding Contract					
INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK	
		PM	F	1	Notice of "Intent to Award" posted on website
		CE	F, PM, CR, CC	2	Request for Approval of Recommendation to Award Contract to be put on Commissioners' docket
		CE	C, OM	3	Send Award Letter and Contracts to be signed within 30 days of bid opening
		PM	F, L, OCR	4	Submit copy of Award Letter (both LAL's)
		PM	F, L	5	Send 8 copies of Contract Documents (Final Plans and Specs) to Construction LAL(at award letter)
		PM	F, OCR	6	Submit Civil Rights Award Notification for Certified Agency Projects, Form 734-2849 (Within 3 days of sending award letter)
		DBE	PM, C, CE	7	email Pre-construction packet (Within 3 days of receiving the Award Letter)
		C	OM	8	Submit required number of bid booklets with originals (within 15 days after contract booklets sent) (00130.50(a)) <ul style="list-style-type: none"> - Performance and Payment Bond - Certificates of Workers Compensation Coverage
		C	F, PM, OM	9	Submit Tax Identification number, W-9 Form (SP00130.40(e))
		CE	F, PM, L	10	Submit Quality Assurance & Contract Admin Plan, QACAP, Form 734-2857 (7 days before Notice to Proceed)
		OM	CR, CC	11	Schedule Awarded Contract to be signed by Commissioners
		C	F, PM, OM	12	Submit certificates of insurance (00130.40(b) - see 00170.70) <ul style="list-style-type: none"> - Commercial General Liability - Commercial Automobile Liability - Additional Insured

		CE	F, PM, C, OM	13	Send fully executed contract booklet (00130.50(b)) (within 7 days of receiving required documents)
		CE	F, L	14	Request ODOT Cost Estimate for Construction Engineering Services
		CE	F, L	15	Prepare and Submit PAGE
		L	F, CE	16	Submit approved of PAGE
		CE	C	17	Send Notice to Proceed Letter with executed contracts (Within 5 days of Executed Contract) (00130.90)
		CE	F, L, OM, OCR	18	Distribute Notice to Proceed Letter
		OM	F, PM	19	Send BOLI payment (SP00170.67)
		C	F, PM	20	Certificate of Employee Drug Testing Program Form (170.74) (Furnish if requested by PM)
		PM	F, L, DBE	21	Submit Responsible Bidder Determination Form (with CCB at https://ccb.ed.state.or.us/ccb_frames/responsible_bidders)

CONSTRUCTION AND CONSTRUCTION ADMINISTRATION PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
		PM	All Attendees	1 Coordinate Preconstruction Conference Date (must notify Liaison and OCR)
			All Attendees	2 Send out Preconstruction Conference letter, agenda and safety questionnaire
			F	3 Conduct Preconstruction Conference (official minutes or recording)
			All Attendees	4 Send written summary of meeting minutes
		C	DBE	5 Submit DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		DBE	F, PM	6 Submit Signed DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		PM	F, L, DBE	7 Sign and Submit DBE Work Plan Proposal, Form 734-2165A (if goal not zero)
		C	PM	8 Submit MWESB Work Plan Proposal
		PM	F, L, DBE	9 Sign and Submit MWESB Work Plan Proposal
		C	F, PM	10 Submit Schedule of Values for Lump Sum Items (at pre-con)
			F, PM	11 Submit Training Program Form, Form 731-0335 (at pre-con, if applicable)
			F, PM	12 Submit 2 copies of signed subcontract(s) (180.21) (copies to ODOT & OM)
			PM	13 Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F, L	14 Complete the Subcontractor Consent Checklist, Form 734-2518
			F, C, L	15 Sign Contractor's Request for Subcontract Consent, Form 734-1964
			F, L, DBE	16 Complete and Submit Report on Contractor's Request for Subcontract Consent, Form 734-1395
		DBE	F, L	17 Submit Subcontractor Consent (for any DBE Firms)
		PM	F, L	18 Complete Initial Quarterly Report, Form 734-2590
		C	PM	19 Submit OJT Training Program Form, Form 731-0335
		PM	F, OCR	20 Submit OJT Training Program Form, Form 731-0335
		C	PM	21 Submit Apprentice/Trainee Approval Request, Form 731-0294
		PM	F, OCR	22 Submit Apprentice/Trainee Approval Request, Form 731-0294
		C	PM	23 Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
		PM	F, OCR	24 Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
Construction				
		PM	F, C, L, OCR, RAS	1 Issue Notification of Commencement and Completion, Form 734-3233 (1st Notification)(at installation of signs)

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
				Construction Cont.
		C		2 Complete TP&DT Daily Report, Form 734-2474
			F, PM	3 Submit Material Certifications, Form 734-2126 for Certificate of Materials Origin
			F, PM	4 Submit Material Testing Documents
			F, PM	5 Submit ODOT Apprentice/Training Approval Request, Form 731-0294 (if applicable)
			F, PM	6 Submit ODOT Apprentice/Training Monthly Progress Record, Form 731-0335 (if applicable)
			F, PM	7 Submit Weekly Erosion Control Monitoring, Form 734-2361 (should be included with 1st certified payroll)
			F, PM	8 Submit Weekly Certified Payroll BOLI (WH-38) - Civil Rights Website (labor compliance Forms)
			F, PM, L	9 Submit Monthly Employment Utilization Report, Form 731-0394 by 10th of month (contracts/subcontracts over \$10K)
			F, PM, L	10 Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722 (subs also)
			F, PM	11 Submit Request for Release of Retainage for Subcontract Work, Form 734-2510
			F, PM	12 Submit Electrical Blue Sheets for Approval
		PM	F	13 Complete General Daily Progress Report, Form 734-3474
			F	14 Complete Flagger and Pilot Car Receipt, Form 734-3955
			F	15 Complete Field Inspection Report, Form 734-3469
			F	16 Complete Installation Sheet, Form 734-2605 (Paynote)
			F	17 Complete Material Daily Progress Report, Form 734-2599 (if earthwork quantities are > 2,500 CY)
			F	18 Complete Material Delivery Record and Tally Sheet, Form 734-2792
			F	19 Complete Weekly Statement of Contract Time Charges, Form 734-3483
			F	20 Obtain material Testing Documents
			F	21 Obtain material Certification Documents
			C	22 Submit Approved Blue Sheets
			F, L, OCR	23 Complete and Submit the DBE Commercially Useful Function Form 3B, Form 734-2165 (all DBE's on project)
			F, L	24 Forward Request for Release of Retainage for Subcontract Work, Form 734-2510
			F, L	25 Complete Request for Release of Retainage for Subcontract Work Checklist, Form 734-2707
			F	26 Complete Test Summary for Field Tested Materials (B), Form 734-1902B
			F	27 Complete Test Summary for Non-Field Tested Materials (A), Form 734-1902A
			F	28 Complete Test Summary for Field Tested Concrete Materials (B-QA), Form 734-1902B-QA
			F, L, RAS	29 Request RAS Review of project documentation
			F, L, OCR	30 Complete Employee Interview Report, Form 734-3475 (for ALL contractors and subcontractors)
			F, L, OCR	31 Submit Employee Interview Reports and Cert Parolls (must receive signed approval from OCR)
			F, L, OCR	32 Project Manager's Owner-Operator Interview Summary Report, Form 734-3581
			F, L, OCR	33 Submit Project Manager's Monthly EEO Report, Form 734-3858

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Construction cont.

		PM	F, L, OCR	34	Submit Monthly Employment Utilization Report, Form 731-0394 (contracts/subcontracts over \$10K)
			F, L, OCR	35	Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
			F	36	Review Certified Payroll, monthly
			F	37	Review Quality and Quantity Documents, Monthly
			F	38	Review Civil Rights Documents, Monthly
			F, C	39	Complete Pre-Paving Conference, Form 734-2601
			F, C	40	Prepare and sign Monthly Pay Estimate
			F, L	41	Submit Certified Agency Quarterly Report, Form 734-2590

Project Completion

		C	F, PM	1	Complete Contractor's Construction Process Feedback, Form 734-2469A
		PM	F, C, L, OCR	2	Issue Notification of Commencement and Completion, Form 734-3233 (2nd Notification)
			F, L	3	-Issue Corrective Work Notification/ punch list items (send with 2nd Notification)
			F, C	4	Request all outstanding documents
			F, C, L	5	Complete and Submit Project Manager Evaluation, Form 734-2469B
			L	6	Review documentation to verify completeness
			L	7	Request RAS Review/ DRR
			F, L	8	Request final inspection by ODOT staff within 15 days of completion of on-site work/punch list

Project Closeout

		PM	F, L	1	Submit Recommendation of Project Acceptance, Form 734-1384
			F, L, OCR	2	Request labor compliance review (on-site of documents)
			F, L, OCR	3	Complete Project Manager's Labor Compliance Certification, Form 734-1734 (send cert payrolls)
		OCR	F, PM	4	Submit signed Project Manager's Labor Compliance Certification, Form 734-1735
		PM	F, L, RAS	5	Request final RAS review
			F, L	6	Complete Final Materials Certification, Form 734-1979
			F, L	7	Complete Foreign Steel Summary, Form 734-1968 (include copies of applicable CMO's)
			F, C, L, OCR	8	Issue Notification of Commencement and Completion, Form 734-3233 (3rd Notification)
			F, L	9	Submit Final Pay Estimate
			F, L	10	Submit As-Constructed Plans (within 1 year of project completion) -for Bridge (Final Mylars, pile records, foundation and hydraulic reports)

CIVIL RIGHTS PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor DBE= Disadvantaged Business Enterprise Manager L= Local Liason
 OCR= Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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		PM	F, DBE, L	1 Submit Request for Goals, Form 731-0663 (include Engineers Estimate, Construction Schedule and CR)
		DBE	F, PM	2 Submit goals by email (Submitted within 3 days of receipt of above)

90% PS&E

Bid, Advertisement, Award

		PM	F, OCR, L	1 Publish goals in Bid Booklet (Send paper and electronic copy to LAL and OCR)
		OCR	F, PM	2 Notify Local Agency by email of the receipt (Within 3 days of receipt of Bid Booklet)
		PM	F, OCR, L	3 Submit Civil Rights Bid Notification for Certified Agency Projects, Form 734-2848 (Day of bid opening)
		OCR	F, OM	4 Notify Local Agency of responsiveness of Bidder (within 24 hours of receipt of Form 734-2848)
		C	F, PM	5 Receive Copy of Subcontractor Solicitation and Utilization Form sent to OCR, Form 734-2721
		PM	F, OCR	6 Submit Civil Rights Award Notification for Certified Agency Projects, Form 734-2849 (Within 3 days of sending award letter)
		PM	F, OCR, L	7 Submit copy of award letter to OCR and both LAL's
		C	PM	8 Submit DBE Commitment Certification and Utilization Form, Form 734-2785, (if goal is 0% then only fill out top and sign)
		PM	F, OCR	9 Submit DBE Commitment Certification and Utilization Form, Form 734-2785
		C	PM	10 Submit Committed DBE Breakdown and Certification Form, Form 734-2531
		PM	L, OCR	11 Submit Committed DBE Breakdown and Certification Form, Form 734-2531
		DBE	F, PM	12 Notify Local Agency by email of the confirmation (Within 24 hours of receipt of DBE Breakdown)

Pre-Construction

		C	PM	1 Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F	2 Complete Subcontractor Consent Checklist, Form 734-2518
		PM	F, C, OCR, L	3 Sign and Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F, L, OCR	4 Complete and Submit Report on Contractor's Request for Subcontract Consent, Form 734-1395
		C	PM	5 Submit DBE Work Plan Proposal Form 3A, Form 734-2165A (At pre-con) (for ALL DBE's)
		PM	F, L, OCR	6 Submit Signed DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		PM	F	7 Complete Responsible Bidder Determination Form from CCB website (Within 30 days of award)
		C	PM	8 Submit OJT Training Program Form, Form 731-0335
		PM	F, OCR	9 Submit OJT Training Program Form, Form 731-0335
		C	PM	10 Submit Apprentice/Trainee Approval Request, Form 731-0294

Legend: F= File PM= Project Manager C= Contractor DBE= Disadvantaged Business Enterprise Manager L= Local Liason
 OCR= Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Pre-Construction Cont.

		PM	F, OCR	11	Submit Apprentice/Trainee Approval Request, Form 731-0294
		C	PM	12	Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
		PM	F, OCR	13	Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332

Construction

		PM	F, C, L, DBE	1	Issue Notification of Commencement and Completion, Form 734-3233 (1st Notification)(at installation of signs)
		PM	F, OCR	2	Submit (CUF) DBE Commercially Useful Function Form 3B, Form 734-2165 for all DBE on project
		PM	F, OCR	3	Complete Employee Interview Report, Form 734-3475, submit to OCR with Cert payrolls at end of project
		PM	F, OCR, L	4	Forward Request for Release of Retainage for Subcontract Work, Form 734-2510
		C	F, PM	5	Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
		PM	L, OCR	6	Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
		PM	F, OCR	7	Project Manager's Monthly EEO Report, Form 734-3858 (By the 10th of the Month) this form is recommen
					- This form is not required, but recommended. It is the cover sheet to Form 731-0394
		C	F, PM	8	Monthly Employment Utilization Report (MEUR), Form 731-0668 (By the 5th of the Month)
					- For any contract or subcontract over \$10K
		PM	F, OCR	9	Monthly Employment Utilization Report (MEUR), Form 731-0668
			F, OCR	10	Submit Employee Interview Reports, Form 734-3475
		PM	F, C, L, DBE	11	Issue Notification of Commencement and Completion, Form 734-3233 (2nd Notification)

Closeout

		PM	F	1	Submit Project Manager's Labor Compliance Certification, Form 734-1734 (send cert payrolls)
		OCR	F, PM	2	Submit Signed Project Manager's Labor Compliance Certification, Form 734-1735
		PM	F, C, L, DBE	3	Issue Notification of Commencement and Completion, Form 734-3233 (3rd Notification)

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the Agency of Linn County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have the authority to perform.
2. Under the authority of Title 23 United States Code (USC), the Federal Highway Administration (FHWA) is accountable for all programs under the Federal-Aid Highway Program; and State is responsible for project-level activities associated with Title 23 USC, Section 106. State, pursuant to the 2010 Oregon Department of Transportation Federal-Aid Highway Program Stewardship and Oversight Plan (Stewardship Plan), is responsible for all reviews and approvals associated with the design, construction, award, and final inspection of federal-aid projects off the National Highway System (NHS) excluding the exceptions noted in said Plan. State, pursuant to Title 23 Code of Federal Regulations (CFR) Part 1.11, Title 23 CFR Part 635.105, and the Stewardship Plan, may further delegate certain federal-aid project authorities to well-qualified and suitably equipped local public agencies (LPA's). State retains responsibility under federal law and regulations for all delegated activities.
3. The Local Agency Certification Program (Certification Program) allows State to certify a local agency's procedures and delegates authority to the Certified local agency to administer federal-aid projects that are off the NHS. In a letter dated March 13, 2013, FHWA delegated authority to ODOT to allow certified LPA's to perform work on locally owned and maintained NHS facilities. ODOT retains responsibility to administer federal-aid projects on NHS and ODOT-owned NHS facilities. An LPA may perform work on an ODOT-owned NHS facility if both ODOT and the LPA agree and ODOT provides written approval authorizing such work. All other NHS work shall be performed exclusively by ODOT.
4. This Agreement shall supersede and replace Agreement No. 26463 in its entirety.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

As used in this Agreement, abbreviations shall mean as follows:

Agency/State
Agreement No. 29107

AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
AKA	Also Known As
BDDM	Bridge Design and Drafting Manual
BOLI	Oregon State Bureau of Labor and Industries
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
EEO	Equal Employment Opportunity
FAPG	Federal-Aid Policy Guide
FHWA	Federal Highway Administration
NHS	National Highway System
OAR	Oregon Administrative Rules
ODOT	Oregon Department of Transportation
OJT	On-the-Job Training
OMB	Office of Management and Budget
ORS	Oregon Revised Statutes
PS&E	Plans, Specifications and Estimates (includes schedule)
PTESC	Professional, Technical and Expert Services Contracts (This term, for the purpose of this Agreement, shall be synonymous with State's term "personal services contracts")
USC	United States Code
USDOT	United States Department of Transportation

Certification

1. Agency has become fully certified in design; bridge design; advertising; bid and award; and construction contract administration. As a result, this Agreement grants authority to Agency to: perform design and bridge design; advertise; bid and award; make contractor payments; provide construction contract administration; and ensure a construction quality assurance and quality control program for Agency's federal-aid projects off the NHS, and projects that are on locally owned and maintained NHS facilities. Agency understands that ODOT retains responsibility to administer federal-aid projects on NHS and ODOT-owned NHS facilities. Agency may perform work on an ODOT-owned NHS facility if both ODOT and Agency agree and ODOT provides written approval authorizing such work. All other NHS work shall be performed exclusively by ODOT.
2. In addition, Agency is authorized to pursue certification in the area of consultant selection. To qualify for certification in the area of consultant selection Agency must first contact and work with State prior to commencing activities in this area. Agency may not perform consultant selection until they meet the certification requirements defined by State. State shall retain responsibility for all environmental review, permitting, agreements or approvals that are necessary as a result of the federal action. State shall administer on behalf of Agency, State's Civil Rights Plan including the Disadvantaged Business Enterprise (DBE) program, Equal Employment Opportunity (EEO) program, and On-The-Job Training (OJT)/APPRENTICESHIP program. Professional, Technical and Expert Services Contracts (PTESC) shall conform to FHWA requirements and all requirements outlined under the subtitle "Professional, Technical and Expert Services Contracts" shown

below in this Agreement. Agency shall not perform design work beyond their area(s) of expertise, as identified through the Certification Program process.

3. Agency understands and agrees that only Agency's Department of Transportation and Development has met the Certification criteria for the tasks identified in paragraph 1 of this Section. Agency also understands and agrees that while federal-aid projects may originate from one or more of Agency's other divisions or departments only Agency's Department of Transportation and Development and Agency's Certification Program Liaison shall provide quality control, oversight and have final approval authority for all such federal-aid projects and ensure that rules, regulations, and processes outlined in this Agreement are followed. Agency understands that design, bridge design, advertising, bid and award; and construction contract administration for Agency's federal-aid projects shall be conducted only by Agency's Department of Transportation and Development, in accordance with this Agreement.
4. Agency understands and agrees that if it wishes to become certified in consultant selection it must successfully complete the certification requirements designated by the State and perform two (2) to four (4) test projects, which may be select project phases. State will conduct performance measurement and quality assurance reviews during all phases of the test projects. At the conclusion of the second test project and each subsequent test project, an assessment will be made by Agency and State to determine whether Agency should proceed to full Certification status or continue with another test project. Upon successful completion of the test projects and written approval by State, Agency shall be fully Certified to administer future federal-aid projects in this area in accordance with this Agreement.
5. State retains its responsibility to FHWA for the administration of all federal-aid projects. If requested by Agency, or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to projects. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations.
6. State and Agency shall each assign a liaison to coordinate activities under this Agreement and assure that the interests of both Parties are considered during all phases of any projects. State's Regional Local Agency Liaison shall provide program advice and support as needed throughout all projects.
7. Agency understands and agrees that final approval for full Certification of each area it is seeking certification is conducted through State's Certification Program Manager in conjunction with State's Region Manager and may be rescinded at any time upon Agency's written request or if, in the opinions of State's Certification Program Manager and State's Region Manager, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved under the Certification Program.
8. State shall conduct random oversight reviews on Agency's Certification Program and projects through State's Certification Program Manager at least once every two (2) years after Agency has been awarded full Certification status. State may, at any time, initiate a formal audit using professional auditing standards of a federal-aid project.

9. The terms of this Agreement shall begin on the date all required signatures are obtained and shall terminate twenty (20) years following the date all required signatures are obtained, unless extended by an executed amendment. This Agreement may also be terminated upon Agency's or State's written request pursuant to the "Termination" Section of this Agreement.
10. This Agreement shall supersede and replace Agreement No. 26463, in its entirety. Supplemental Project Agreements under Agreement No. 26463 shall remain in full force and effect. It is agreed that all existing Supplemental Project Agreements entered into under the authority granted in Local Agency Certification Program Agreement No. 26463 shall continue under the authority of Agreement No. 29107, and shall be effectively amended with this Agreement to replace any references to Agreement No. 26463 with a reference to Agreement No. 29107. Invoices for construction, preliminary engineering and right of way work incurred prior to the replacement of Agreement No. 26463 can be invoiced by Agency and paid for by State under Agreement No. 29107 and the existing Supplemental Project Agreements.

Certified Agency Performing Work For Non-Certified Agency

1. Agency may perform work on behalf of a non-Certified agency in the areas in which Agency is Certified if Agency has obtained written approval from State. To obtain approval, Agency must submit a written request to State's Regional Local Agency Liaison with a copy to the State's Certification Program Manager. State's Regional Local Agency Liaison and State's Certification Program Manager will review the request and advise Agency in writing if the request is approved or denied.
2. If State approves Agency's request, the non-Certified agency and Agency must enter into a separate agreement which identifies the responsibilities between the two parties. Agency must submit a copy of the agreement to the State's Regional Local Agency Liaison and State's Certification Program Manager. The non-Certified agency must already have a signed federal-aid funding agreement with State on such a project. State and Agency will then enter into a Supplemental Project Agreement covering the non-Certified agency's project. Agency shall be responsible for the entire project, costs and non-participating costs. Long-term maintenance of a non-Certified agency project will be the responsibility of the non-Certified agency unless otherwise indicated in the Supplemental Project Agreement.

Program Administration

Projects must be consistent with the Regional Transportation Plan and appear in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program if the projects receive federal funding through Title 23 Code of Federal Regulations (CFR).

Project Funding Request

1. Agency shall submit a separate agreement to State for each project, hereinafter referred to as "Supplemental Project Agreement." The Supplemental Project Agreements will be

signed by both Agency and State before any federal-aid project work begins. At least one (1) of Agency's approval authorities, as identified in the "Signature Authorities" Section of this Agreement, is required to sign the Supplemental Project Agreements. The Supplemental Project Agreements will, at a minimum, cover specific project details including project name, Agency's project manager's title or designee, description of work, schedule, and funding sources. The Supplemental Project Agreements shall include services to be provided by State, Agency, or others.

2. State shall submit a separate written project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act – NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award, and Construction Contract Administration). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations. The federal funding for projects covered by individual Supplemental Project Agreements is contingent upon approval by FHWA.
3. Agency shall, on any project that uses federal funds in project development, submit final PS&E documents, construction schedule, environmental requirements and right of way certification to State's Regional Local Agency Liaison at least six (6) weeks prior to bid opening. State shall review such submittals and then submit a request to FHWA for approval of federal-aid participation for the construction phase when federal-aid participation is desired in this phase.

Finance

1. Federal funds shall be applied toward individual project costs at the current federal-aid matching ratio, unless otherwise agreed to and allowed by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the individual projects which are not covered by federal funding, unless otherwise agreed to and specified in the Supplemental Project Agreements. Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. State considers Agency a subrecipient of the federal funds it receives as reimbursement under the Supplemental Project Agreements. The Catalog of Federal Domestic Assistance (CFDA) number and title for these projects is 20.205, Highway Planning and Construction, unless otherwise indicated in the individual Supplemental Project Agreements.
2. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating costs, future allocations of federal funds, or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves Agency processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items

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being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.

3. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase on any individual federal-aid project shall be charged to the project, unless otherwise mutually agreed upon by the Parties. State shall simultaneously invoice FHWA and Agency for State's project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph two (2), above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid.
4. If Agency makes a written request for the cancellation of a federal-aid project, Agency shall bear one hundred (100) percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred.
5. Agency shall follow the requirements stated in the Single Audit Act. Local governments receiving five hundred thousand dollars (\$500,000) or more in federal funds must follow the requirements stated in the Single Audit Act. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in OMB Circular A-133, requires local governments to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federal-aid programs in which Agency participates. The cost of this audit can be partially prorated to the federal program.
6. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of each project directly to State's Regional Local Agency Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and State's Supplemental Project Agreement. Such invoices shall a) have an invoice number, b) reference a vendor number, c) include a "remit to" name and address, d) reference this Certification Program Agreement Number 29017, e) include State's Expenditure Account number f) reference State's Supplemental Project Agreement number, g) identify the project by the project name in the Supplemental Project Agreement, and h) itemize and explain all expenses for which reimbursement is claimed. Invoices for services including, but not limited to, preliminary engineering and construction engineering shall be presented for periods of not less than one-month duration, based on actual expenses to date. (See paragraph seven (7) of Construction Activities and Administration of this Agreement for the construction contractor invoice period.) All invoices received from Agency must be approved by State's Regional Local Agency Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR Parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) award date of a construction contract for preliminary engineering b) last payment for right of way acquisition and c) contract completion for construction. Partial invoices

(progress payment) shall be submitted to State within three (3) months from the date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. If Agency has an approved or certified indirect cost rate proposal which applies to federal-aid projects, as defined in Title 2 CFR Part 225, that rate must be clearly outlined in any invoices, either as a line item or submitted in the invoice transmittal cover letter.

7. Agency shall, upon State's written request for reimbursement, in accordance with Title 23, CFR Part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a. Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Regional Local Agency Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b. Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Regional Local Agency Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
8. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications for all individual projects. This shall include, but is not limited to, daily work records, quantity documentation, material invoices, quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.
9. State shall submit all claims received from Agency for federal-aid participation to FHWA and compile accurate cost accounting records. State shall pay Agency all reimbursable costs on each project. State may request from Agency a statement of costs to date at any time by submitting a written request. When the actual total cost of each project has been computed, Agency shall furnish State with an itemized statement of final costs. Agency shall pay one hundred (100) percent of the final total actual project costs. The actual cost of services provided by State will be charged to the individual projects and will be included in the total cost of the projects. An estimate of State's costs will be provided to Agency prior to the start of each project phase on individual projects. Such phases generally consist of Preliminary Engineering, Right-of-Way, Utility, and Construction.
10. Agency agrees to refund to State all federal funds paid to Agency, if FHWA requests such funds from State, because Agency has not followed a process, rule or procedure outlined in Agency's procedures, this Agreement or Supplemental Project Agreements. Refund

from Agency shall be within thirty (30) days upon State's written notification. If Agency does not repay State within thirty (30) days, State shall withhold Agency's proportionate share of State Highway Trust Fund distribution until repayment has been made in full.

11. Agency shall, upon completion of each individual federal-aid project that constructs or improves any facility that would not be eligible for State Highway Trust Fund moneys subject to Oregon Constitution, Article IX, section 3a, complete and file with the appropriate County Clerk, a Memorandum of Agreement and Acknowledgment of Federal Assistance. The Memorandum of Agreement and Acknowledgment of Federal Assistance is marked as Exhibit A, attached hereto and by this reference made a part of this Agreement. In such circumstances, the individual Supplemental Project Agreement will include this Exhibit.

Standards

1. In accordance with Agency's standard contract specifications and design standards manual, Agency shall include in the title sheet of the plans the following: federal-aid project number, location sketch, title of project, project limits, and a provision for approving official(s) signature(s) and date(s) and scale(s). A plan sheet index and list of applicable Oregon Standard Drawings and supplemental Agency plans will be included on the first sheet following the title sheet. Agency agrees that PS&E and construction plans shall, at a minimum, be in conformance with the current, State-approved edition of the following unless otherwise requested by Agency and approved by State, which are incorporated hereto by reference, and made a part of this Agreement:
 - a. Construction Specifications Institute technical specifications (Buildings) and General Conditions of the Contract for Construction B (Buildings);
 - b. All AASHTO policies and guidelines;
 - c. *Oregon Standard Specifications for Construction (Oregon Department of Transportation and APWA Oregon Chapter)* and Agency's Amendments as approved by State, unless otherwise approved in writing by State's Certification Program Manager;
 - d. *Manual on Uniform Traffic Control Devices (MUTCD)* and Oregon Supplements;
 - e. Oregon Temporary Traffic Control Handbook and National Association of City Transportation Officials Bikeway Design Guide; (In the event of a conflict, the MUTCD and Oregon Supplements shall take precedence. These guidelines shall not be used on any project that is on or impacts a state highway.)
 - f. *Transportation Research Board's Highway Capacity Manual*;
 - g. Local Agency Certification Procedures found in the *Local Agency Guidelines Manual*;
 - h. Title 23 and Title 49 USC and Title 23 and Title 49 Code of Federal Regulations (CFR);
 - i. *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*;
 - j. *ODOT Right of Way Manual*;
 - k. *ODOT's Bicycle & Pedestrian Design Guide (current version)*; and
 - l. *ODOT Bridge Section Load Rating Procedures. Use Tier 2 (LRFR) for bridges designed using Load Resistance Factor Design.*

2. Agency and State agree to the following notification process for Agency changes to Agency Standard Construction Specifications.
 - a. State shall inform Agency of changes to the Oregon Standard Specifications through its regular written notification process. Agency shall ensure that any changes State makes to the Oregon Standard Specifications are integrated and implemented in Agency's approved specifications or relevant documents as required by state and federal regulations.
 - b. Agency shall submit to State for review any changes to the most current version of the Agency's General Conditions and Technical Specifications for federal-aid projects prior to implementation of proposed changes. Agency shall use track changes or similar tracking function to show said changes to the Part 100's General Conditions.
 - c. Modifications to technical specifications are made with each individual project and are shown in the proposed special provisions. These can be reviewed in conjunction with the Agency's Standard Construction Specifications and other construction documents. In the future, when the Agency's Standard Construction Specifications book is updated, the Agency will use "document compare" or a similar function to show all changes between the current approved version and the proposed version.
 - d. If State takes exception to any proposed changes, State will provide Agency with written response prior to the affected project advertisement date or a reasonable amount of time.
3. Agency agrees that if one of the individual projects is on the Oregon State Highway System or State owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
4. Agency agrees that for all projects on the Oregon State Highway System or State owned facility any design element that does not meet *ODOT Highway Design Manual* design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
5. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in OAR 734-020-0005 for any individual project. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction

of any traffic signal, or illumination to be installed on a State Highway pursuant to OAR 734-020-0430.

6. The standard unit of measurement for all aspects of the project shall be English Units. All project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.
7. a. Agency shall obtain approval from State's Certification Program Manager prior to commencing any in-house bridge design.
b. Agency must provide written notification to State's Bridge Inventory Coordinator when a bridge project is complete so the initial inspection can be scheduled.
8. Agency must submit the following information electronically for any bridge project to State's Senior Local Bridge Standards Engineer:
 - a. As-Built Drawings (signed, final copy containing final construction notes).
 - b. A copy of the foundation report.
 - c. Pile Records and/or drill logs. (If applicable).
 - d. Hydraulic Reports. (scour analysis report included in this report)
 - e. Stamped Load Rating calculation book with a CD containing all electronic files. (Agency shall notify the State's Senior Local Bridge Standards Engineer if there is a contract in place to load rate the bridge. If there is not a contract in place, Agency shall hire a consultant to obtain the load rating. Agency shall provide a stamped report with a CD containing all electronic files to the State's Senior Local Bridge Standards Engineer when it is complete.)

Professional, Technical and Expert Services Contracts

1. Upon written request, State may make Region's consultant services contracts available for preliminary engineering and/or construction engineering services for Agency's federal-aid projects. If Agency chooses to use said services, Agency agrees to manage the work done by the consultant and make funds available to State for payment of those services.
2. Agency or others may perform preliminary and construction engineering. Agency may request State's two-tiered consultant selection process, as allowed by OAR 137-048-0260, or work with another Certified local agency to solicit consultants to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of any one of these processes is required to ensure federal reimbursement. State, or another Certified agency through which the Agency chooses to obtain consultant services, will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR Part 172, Title 49 CFR Part 18, ORS 279A.055, 279C.110, 279C.125, Oregon Administrative Rule 137-048-0130 OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. If Agency obtains consultant services from another Certified agency, that Certified agency will follow the processes approved by State for obtaining consultant services. Such personal services contract(s) shall contain a description of the work to be

performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or contractors, including any consultant, prior to receiving written authorization to proceed from State or Certified agency that Agency engages to perform services. Any amendments to such contract(s) also require State's approval or the approval of Certified agency that Agency engages to perform services.

Preliminary Engineering

1. State shall, at project expense, review, process and approve or submit for approval to the federal regulators all environmental statements. State shall, if State prepares these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
2. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, a) conduct the necessary field surveys, b) conduct environmental studies, c) conduct traffic investigations, d) conduct foundation explorations and hydraulic studies, e) either acquire or assist State with acquisition of necessary right of way and/or easements in accordance with the Right of Way section of this Agreement, f) perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates, g) conduct all public involvement processes and h) identify and obtain all required permits necessary for the construction of the project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction. All design exceptions from AASHTO design standards shall be reviewed by State for concurrence prior to advertisement of final plans and specifications.
3. Bridge design certification certifies Agency for the design of regular types of bridges which do not fit into the "major or unusual" category as defined in ODOT's Bridge Design and Drafting Manual. FHWA policy requires ODOT's Bridge Section to approve Agency's proposal of "major or unusual" type of bridge design before proceeding to design.

Right of way

1. Agency and its consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR and the *ODOT Right of Way Manual*, Title 23 CFR Part 710 and Title 49 CFR Part 24. State, at project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
2. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of projects provided Agency or its consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.

3. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. On any project that has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Regional Local Agency Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Regional Local Agency Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
4. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
5. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.

Title VI

1. Agency agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, Title 49 CFR Part 21, and Executive Order 11246, relative to the employment practices under any contract awarded in conjunction with this Agreement. If Agency fails to comply with any federal or state Civil Rights requirements identified in this Agreement, sanctions may be imposed by FHWA or State as appropriate, including, but not limited to:
 - a. Withholding of payments to Agency under this Agreement until Agency causes compliance, or
 - b. Cancellation, termination, or suspension of this Agreement, in whole or in part.
2. Agency shall consider Title VI issues from the beginning of project development, through the entire project process, including project closure. Agency understands and agrees to comply with the Title VI requirements listed in the *Local Agency Guidelines Manual*, attached hereto by reference and made a part of this Agreement. In order to meet the requirements of the Title VI of the Civil Rights Act of 1964, Agency shall develop one of the following items, which must be approved by State's Office of Civil Rights:

- a. A Title VI Program Plan (applicable to local governments serving populations over 200,000 in population); or
 - b. A Title VI Program Plan or a Nondiscrimination Agreement (applicable to local governments serving populations under 200,000 in population).
3. Complaint Procedures: Agency shall comply with Title VI by deferring all Civil Rights discrimination complaints to State's Office of Civil Rights and Agency must include the following language in any of its contracts under the Certification Program:

"Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the Department or its subrecipients, consultants, and contractors on the basis of age, disability, race, color, national origin, sex, or income status may bring forth a complaint of discrimination under Title VI and related statutes to the Oregon Department of Transportation, Office of Civil Rights, 355 Capitol Street NE, Salem, Oregon, 97301; (503)986-3169."

Construction – Bid, Award and Contract Administration

Civil Rights

Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity Program (EEO), and On-the-Job Training (OJT)/APPRENTICESHIP

1. Agency shall follow the procedures set out in the *Local Agency Guidelines Manual* to request Civil Rights contract goals and ensure the appropriate civil rights program provisions and goals for construction contracts are incorporated in the solicitation documents prior to Agency advertising for construction bids. State's Office of Civil Rights will review and determine civil rights goals and provisions for each contract as appropriate. Agency shall submit additional civil rights forms and reports as required in the *Local Agency Guidelines Manual*.
2. Agency, its contractors and subcontractors shall comply with the "United States Department of Transportation (USDOT) Approved Disadvantaged Business Enterprise (DBE) Commitment Requirements" and the "USDOT Approved Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions," incorporated hereto by reference and made a part of this Agreement. Agency shall send electronic copies of all completed Committed DBE Breakdown and Certification forms described in the "USDOT Approved DBE Commitment Requirements" to State's Small Business and DBE Program Manager, with a copy to State's Regional Local Agency Liaison, for review and approval. Agency shall not award any contracts under this Agreement prior to receiving written approval of said forms from State's Small Business and DBE Program Manager. Agency agrees to ensure that the above provisions (including references therein) shall be incorporated into all contracts and subcontracts (regardless of tier) describing the work to be performed by DBEs on projects financed in whole or in part with federal funds. Failure by Agency to carry out these requirements on any project is a material breach of contract, which may result in the termination of the contract or such other remedy as State deems appropriate. Federal regulations Title 49 CFR Part 26, as approved by USDOT, are also

incorporated by reference and shall be made a part of any contract specifications and this Agreement.

3. Agency agrees to adopt the ODOT DBE Program Plan, available at: http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan. Agency, its contractors and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
4. Agency, its contractors and subcontractors shall comply with the EEO and the OJT/APPRENTICESHIP requirements, as referenced in the *Local Agency Guidelines Manual*, incorporated hereto by reference and made a part of this Agreement. Agency agrees to ensure that the EEO and OJT/APPRENTICESHIP requirements, listed in the *Local Agency Guidelines Manual*, shall be a part of all solicitations for bids on all federal-aid construction contracts or subcontracts of ten thousand dollars (\$10,000) or more. Title 23, USC, Section 140, Equal Employment Opportunity, as in effect on May 1, 1982, is incorporated hereto by reference and shall be made a part of any contract specifications and this Agreement. The OJT/APPRENTICESHIP requirements shall also be part of all solicitations for bids on all federal-aid construction contracts or subcontracts when OJT/APPRENTICESHIP is assigned and is in implementation of Title 23 USC Section 140(a). Federal regulations Title 23 CFR Part 230, as approved by USDOT, are also incorporated hereto by reference and shall be made a part of any contract specifications and this Agreement.
5. Agency, its contractors and subcontractors shall not discriminate on the basis of age, disability, race, color, national origin, sex, income status or religion in the award, administration, and performance of any federal-aid contract in the administration of EEO and OJT/APPRENTICESHIP requirements under Title 23 CFR Part 230.
6. Agency shall include in all construction bid books, relative to receiving federal-aid, the following paragraph.

"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 Title 49 CFR Part 26 in the award and administration of federal-aid 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 Agency deems appropriate. Each subcontract the contractor

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signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

7. State shall make available to Agency, by electronic medium, all current and pertinent DBE, EEO and OJT/APPRENTICESHIP forms. Agency will include the forms in Agency's bid books, as defined in Agency's manual and procedures as appropriate. State's Office of Civil Rights will be available to provide EEO, OJT/APPRENTICESHIP and DBE training during the test projects.
8. State shall review and determine goals or requirements for DBE and OJT/APPRENTICESHIP for each project as appropriate. To initiate this review, Agency shall submit to State's Regional Local Agency Liaison, approximately thirteen (13) weeks before bid opening, the plans, specifications (ninety (90) percent complete), engineer's estimate, cost and completion data as well as the DBE/OJT/APPRENTICESHIP Civil Rights Sheet (also known as (aka) "yellow sheet") by electronic means, fax, or hard copy. State's Regional Local Agency Liaison shall submit the documents to State's Small Business/DBE Program Manager in the Office of Civil Rights. If Agency disagrees with State's assigned goals or requirements for DBE and OJT/APPRENTICESHIP, Agency and State shall discuss, however, State will have final determination.
9. Agency understands that the DBE provisions and bid document inserts are required even if the DBE goal is set to zero (0). Federal regulations encourage contractors to involve DBE firms even if the DBE goal is zero (0). All prime bidders shall submit the Subcontractor Solicitation and Utilization Report (SSUR) (State form 734-2721) to the Agency within ten (10) days of bid opening. Agency shall forward the SSURs by electronic means or fax, to State's Small Business/DBE Program Manager in the Office of Civil Rights regardless of whether the DBE goal is zero or not.
10. Agency shall fax or send a list of the prime bidders with bid amounts for all bidders to State's Small Business/DBE Program Manager in the Office of Civil Rights. In addition, Agency shall forward appropriate Civil Rights form, "DBE Commitment Certification and Utilization Form", 734-2785, and information within two (2) working days of bid opening. State's Small Business Program Manager will evaluate the bids for DBE compliance and notify the Agency of the results. Agency shall not notify bidders of contract award until they have received the evaluation from State. After award, and prior to contract execution, Agency shall forward copies of all forms received by Agency from contractor(s) to State's Regional Local Agency Liaison within ten (10) days. After the contract is executed, Agency shall forward all forms received from contractor(s) to State's Regional Local Agency Liaison within ten (10) days. State's Regional Local Agency Liaison will forward all copies immediately to State's Small Business Program Manager.
11. Agency shall comply with the goals or requirements for DBE, and OJT/APPRENTICESHIP established by State for each federal-aid project.
12. If Agency's lowest bidder has not met the DBE goal on a project, State's Office of Civil Rights shall determine if good-faith efforts were made and make a recommendation to Agency regarding award as it applies to meeting the DBE goal assigned for that particular project. If State's Office of Civil Rights determines that Agency's apparent low bidder has

not made good faith efforts, State's Office of Civil Rights will provide a paragraph to be included in a letter to the contractor from Agency that the bidder is non-responsive. The paragraph will include the reason for the determination that the bid is non-responsive and provide the bidder an opportunity for administrative reconsideration. Agency shall use the information provided by State's Office of Civil Rights verbatim and make no changes to the wordage when submitting to the contractor. If the bidder requests administrative reconsideration, Agency shall notify State's Office of Civil Rights and State's Office of Civil Rights shall conduct the administrative reconsideration. State's Office of Civil Rights shall provide the results of the administrative reconsideration to Agency. Agency shall use the information provided by State's Office of Civil Rights verbatim and make no changes to the wordage when submitting to the contractor. Agency shall defend the administrative reconsideration committee decision with State and Department of Justice providing assistance.

13. If a protest is filed involving a DBE goal, State's Office of Civil Rights shall provide a written response to the protest and forward to Agency for finalizing and signature. Agency shall use verbatim the wordage provided by State's Office of Civil Rights in connection with the DBE goal issue. If Agency disagrees with the response, Agency may discuss with State's Office of Civil Rights, however, State's Office of Civil Rights has the final determination.
14. State shall provide support, compliance monitoring and on-site reviews (as required) for the DBE, EEO, and OJT/APPRENTICESHIP programs. State shall deliver to Agency the Standard Precon package for each project. State shall act on behalf of Agency regarding all Civil Rights contract administration activities and shall report any discrepancies or issues to Agency, not the Contractor. Agency shall forward the "Committed DBE Breakdown and Certification Form" to State's Office of Civil Rights for verification that the DBE goal continues to be met. Agency maintains responsibility to uphold the DBE, EEO, and OJT/APPRENTICESHIP programs with the contractor.

Construction Activities and Administration

1. Agency understands and agrees that certification is only for the low bid contracting process. If Agency wishes to use an alternate method of bidding other than low bid, Agency shall contact State's Regional Local Agency Liaison to obtain State's and/or FHWA written approval.
2. Agency may use Additive Alternate Bidding (aka Bid Alternates). Agency's first Additive Alternate Bidding project using the Certification Program will be considered a test project and Agency will need to inform State's Regional Local Agency Liaison at ninety (90) percent PS&E.
3. Agency agrees that contract administration, quality control, quality assurance, material sampling and testing will be accomplished in accordance with State's current Construction Manual. Said manuals are incorporated hereto by reference, and made a part of this Agreement.

4. Agency shall determine whether state Bureau of Labor & Industries (BOLI) wage rates apply or if BOLI and federal Davis-Bacon wage rates must be compared and the higher of the two (2) rates paid per classification. Agency will need to inform State's Regional Local Agency Liaison of the determination at ninety (90) percent PS&E. Agency shall monitor labor compliance and prevailing wage rate compliance.
5. Agency shall include in the bid book the requirement of a bid guaranty in an amount not to exceed ten (10) percent of the bid amount; a performance bond in an amount equal to the full contract price; and a payment bond in the amount equal to the full contract price. Each bid guaranty, performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. Agency will ensure that State is included as either a dual obligee or a named additional obligee under the performance bond. Proof of said bonding will be provided to State's Regional Local Agency Liaison by the acquiring Party.
6. If Agency awards a construction contract, Agency shall follow Agency's materials quality program. Agency shall process and pay all contractor progress estimates, make final contractor payment, check final quantities and costs, and oversee and provide inspection services during the construction phase of each project.
7. State will reimburse Agency for construction contractor payments within ten (10) working days of receipt of payment request from Agency. Once State's Regional Local Agency Liaison has received invoice from Agency, State's Regional Local Agency Liaison shall forward the invoice to State's Financial Services Office for payment. Receipt of payment requests shall include the items listed in paragraph six (6) of the "Finance" Section of this Agreement.
8. Agency shall prepare contract and bidding documents, advertise for bid proposals, award all contracts, and conduct all contract administration. Upon Agency's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract and making contractor payments.
9. Agency shall send State, within one (1) year following contract completion for construction, a final copy of "As Constructed" plans if a roadway project is on or affects the state highway system and for all bridge projects both on and off the state highway system where State has responsibility for inspection of such bridges.

Contract Claims and Contractor Change Orders

1. Agency shall follow Agency's procedures for contractor claims and Contract Change Orders as described in Agency's standards for federal-aid projects. Agency's contract specifications are required to include a process for dispute and claim resolution.
2. Agency cannot exceed any state or federal funding authorization without following State's process, and obtaining approval for an increase in project authorization.

3. FHWA retains approval authority over:
 - a. Waiver for Buy America provisions;
 - b. Any sensitive or controversial change, or any change for which FHWA review and approval is specifically requested;
 - c. Changes to scope of work or extension of project limits shown in the project documents previously approved by FHWA; and
 - d. Changes that affect environmental mitigation or commitments.

4. State retains approval authority over certain changes to the project. The notification of proposed changes must be sent to State's Regional Local Agency Liaison for approval prior to the Agency approving a Contract Change Order in any of the following areas:
 - a. Changes which affect environmental mitigation classification or commitments;
 - b. Right of way access control on or impacting State's facilities;
 - c. Changes in the scope of work or extension of the contract limits shown in the project documents approved by State and FHWA;
 - d. Any contract change altering the DBE goals or requirements;
 - e. Any impact or changes to traffic mobility including width, height, weight, length, access to the route or additional travel delay on or impacting State's facilities; and
 - f. Any change(s) resulting in less than AASHTO Design Standards for projects on the NHS.

Railroads

Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Regional Local Agency Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR Part 140 Subpart I, and Title 23 Part 646 Subpart B shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

Utilities

Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Regional Local Agency Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations which are eligible for reimbursement under the FAPG, Title 23 CFR Part 645 Subpart A and B, shall be included in the total project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. (Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.)

Maintenance Responsibilities

Agency shall, upon completion of each project, maintain, operate and provide power as needed to operate the projects at its own cost and expense for the useful life of each project. The useful life of each project shall be identified as eight (8) years for pavement overlay projects and twenty years (20) for all other projects, unless otherwise indicated in the individual Supplemental Project Agreements. In the event a project will include or affect a state highway, this provision does not address maintenance of that state highway.

General Provisions

1. Agency further agrees to comply with all applicable Civil Rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
2. Agency agrees and understands that it will conduct all contracting in compliance with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS Chapters 279A, 279B, and 279C, the provisions of ORS 279C.505, 279C.515, 279C.520, 279.530, and 279B.270, Title 2 CFR Part 225; Title 23 CFR Parts 1.11, 140, 635, 710, and 771; Title 49 CFR Parts 18, 24 and 26; and OMB CIRCULAR NO. A-133; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, provisions of the FAPG, *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*, *Local Contract Review Board Contracting Rules*, and Agency's applicable contracting rules of procedure adopted, pursuant 279A.060 and 279A.065(5). State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim, and not by reference.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, USDOT Office of Inspector General, FHWA, any other federal government agency, and their duly authorized representatives shall have access to such fiscal records and other books, project documents, papers, plans and writings of Agency pertaining to work covered by the Supplemental Project Agreements to perform examinations and audits and make excerpts and transcripts. Agency is responsible for using its procedures, as approved by State, for project documentation and long term retention of project documentation. In all contracts, Agency shall expressly require that the contractor and subcontractor(s) maintain the records and keep the records accessible and available at reasonable times and places for a minimum period of six (6) years from the date of final payment under the contract or subcontract or until the conclusion of any audit, controversy or litigation arising out of or related to the contract, whichever date is later, unless a different period is required by law. See the Secretary of State's Retention Schedule; e.g. OAR Chapter 166, Division 150 for counties and Division 300 for state agencies. This shall include, but is not limited to:

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- a. daily work records;
 - b. quantity documentation;
 - c. material invoices and quality documentation;
 - d. certificate of materials origin;
 - e. process control records;
 - f. project diary;
 - g. erosion control reports;
 - h. temporary protection and direction of traffic reports;
 - i. foreign steel summary;
 - j. test results; and
 - k. inspection records to ensure that projects are completed in conformance with approved plans and specifications.
4. Agency shall retain and keep all files and records for a minimum of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR Part 18 Subpart 42).

Agency and State Indemnifications

CONTRIBUTION

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement and Supplemental Project Agreements. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

INDEMNIFICATION

1. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless 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 Agency's 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.
2. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of 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 any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's 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 Agency's contractor if the State of Oregon elects to assume its own defense.

3. Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees that on all projects where Agency is contracting for services pursuant to this Agreement or performing project management for the project to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all contract related claims and suits, including but not limited to all contract claims brought by any contractor arising out of the contractor's work, Agency's supervision of any individual project, or Agency's failure to comply with the terms of this Agreement and Supplemental Project Agreements.

Insurance

1. Agency shall require its contractor(s) to list the State of Oregon, Oregon Transportation Commission and its members, and Department of Transportation, its officers and employees, as additional insured in the insurance certificates required of contractor(s) under any contract. Prior to Notice to Proceed, contractor shall provide insurance certificates to Agency. For railroad insurance, the maximum dollar amounts of coverage to be reimbursed for federal funds with respect to bodily injury, death and property damage is limited to a combined amount of two million dollars (\$2,000,000) per occurrence with an aggregate of six million dollars (\$6,000,000) applying separately to each annual period. FHWA must approve any exceptions to the maximum railroad protective insurance limits. Agency should contact local railroad for insurance requirements. The insurance coverages shall be in effect for the life of the contract.
2. Agency shall include State as a third party beneficiary in the specifications of Agency's construction contract on any projects, with express authority to enforce the terms and conditions of the contract.

Workers' Compensation Coverage

All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand dollars (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

Termination

1. This Agreement or Supplemental Project Agreements may be terminated by mutual written consent of both Parties.
2. State may terminate or rescind this Agreement or Supplemental Project Agreements if Agency fails to comply with the requirements of the above-mentioned agreements, and after receipt of written notice from State, fails to correct such compliance issue within ten (10) days or such longer period as State may authorize.
3. State may terminate this Agreement or Supplemental Project Agreements effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

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- a. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make federal fund reimbursements to Agency as provided under the Certification Program.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Certification Program is prohibited or State is prohibited from reimbursing Agency with federal funds.
4. Any termination of this Agreement or Supplemental Project Agreements shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Lobbying Restrictions – pursuant to Form FHWA-1273, Required Contract Provisions

1. Agency certifies by signing the Agreement 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 any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, for each Supplemental Project Agreement, Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
 - d. 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 Title 31, USC Section 1352.
 - e. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

Signature Authorities

1. Agency agrees that it has the means to provide adequate expertise and has support staff available to perform the functions being subdelegated. The support staff may include consultants or state services. Agency shall ensure that any contracts entered into with consultants, contractors or subcontractors shall adhere to the same requirements as those required of Agency under this Agreement.
2. Agency's approval authorities for any work performed by Agency under conditional certification, and after final certification has been granted, shall be identified in a letter to be provided to State. The letter must be sent to State's Certification Program Manager upon execution of this Agreement. If any of the titles identified by Agency as having approval authority change, Agency shall immediately send a new letter to State's Certification Program Manager and State's Region Manager identifying all the Parties by title that have approval authority. State's Certification Program Manager will provide a copy of any updates to the State's Regional Local Agency Liaison. Agency agrees that the signatures on each project prospectus, Supplemental Project Agreement, contract, and all project development phases shall adhere to said approval authority.
3. Agency and State certify and represent that the individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency and State.
4. The provisions of this Agreement shall apply to all federal-aid Supplemental Project Agreements Agency enters into with State. If needed, and agreed to by both State and Agency, the provisions of this Agreement may be modified by use of special provisions in the Supplemental Project Agreements. In the event of a conflict, the Supplemental Project Agreement shall control over this Agreement.
5. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
6. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the Parties on the subject matter hereof. Supplemental Project Agreements will incorporate this Agreement and the exhibit(s) for purposes of those specific projects. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

AGENCY OF LINN COUNTY, acting by and through its elected officials

By _____
Title: Roger Nyquist, Chairman, Board of Commissioners

Date 7.22.2014

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Legal Counsel

Date 7-16-14

Agency Contact:

Chuck Knoll
Linn County – Road Department
3010 Ferry Street SW
Albany, OR 97322
541-967-3919
cknoll@co.linn.or.us

State Contact:

Lee Cronemiller, Local Agency Liaison
ODOT – Transportation Region 2
455 Airport Road SE, Building B
Salem, OR 97301
503-986-2779
lee.m.cronemiller@odot.state.or.us

STATE OF OREGON, acting by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

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THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

AGENCY OF LINN COUNTY, acting by
and through its elected officials

By [Redacted]
Title: Roger Nyquist, Chairman, Board of Commissioners

Date 7.22.2014

APPROVED AS TO LEGAL
SUFFICIENCY

By [Redacted]
Agency (Legal Counsel)

Date 7-16-14

Agency Contact:

Chuck Knoll
Linn County - Road Department
3010 Ferry Street SW
Albany, OR 97322
541-967-3919
cknoll@co.linn.or.us

State Contact:

Lee Cronemiller, Local Agency Liaison
ODOT - Transportation Region 2
466 Airport Road SE, Building B
Salem, OR 97301
503-986-2779
lee.m.cronemiller@odot.state.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

By [Redacted]
Highway Division Administrator

Date 8/13/14

APPROVAL RECOMMENDED

By [Redacted]
Certification Program Manager

Date 8-11-14

By [Redacted]
Region 2 Manager

Date 08-09-14

APPROVED AS TO LEGAL
SUFFICIENCY

By [Redacted]
Assistant Attorney General

Date 8/12/14

Agency/State
Agreement No. 29107

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

Agency is fully Certified in the following functional areas as marked below:

- Design
- Bridge Design
- Advertise, Bid and Award
- Construction Contract Administration

Agency is seeking Certification status in the following functional areas as marked below:

- Consultant Selection

Agency/State
Agreement No.

After recording, return to:

EXHIBIT A
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL ASSISTANCE
[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number:
Project Name:
Key Number:

Supplemental Project Agreement No. _____ between the (Insert Agency Name) and the State of Oregon, Department of Transportation was executed on _____ . Pursuant to paragraph _____, Agency Obligations, page _____ of the Supplemental Project Agreement, upon the recording of this document, the (Insert Agency Name) received federal funds for the Project described in the Supplemental Project Agreement. The property and assets under the jurisdiction of the (Insert Agency Name) were improved with the assistance from the United States Government. Such assistance was provided to (Insert Agency Name), in reimbursement of costs associated with the (Insert Agency Name). The use and disposition of said property is subject to the terms of the above noted Supplemental Project Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 49 CFR Part 18. A description of the improved property is attached.

(Insert Agency Name)

By: _____ (Notary Stamp)
(Name of person)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____ (Notary Stamp)

Title: Active Transportation Section Manager

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th St. NE, Suite 2, SE; Salem, OR 97301.

Linn County Road Department Certified Agency Manual

Section 2

Phase I - Consultant Selection

**Policy and Guidance for Obtaining Professional, Technical, and Expert Services
Contracts by Direct Procurement**

Linn County Road Department - Engineering Services

The following policy guidance has been developed for Linn County Road Department - Engineering Services to follow so as to comply with Local Linn County Code and Policy, Oregon Administrative Rules, Oregon Revised Statutes and the Requirements of the Local Agency Certification Program Agreement between the Oregon Department of Transportation and Linn County (Agreement No 26463). This policy applies to contracts for less than \$50,000.

This guidance only applies in the case where primary engineering services are completed by Linn County Engineering Staff. If a prime engineering firm is to be used for completing all services related to engineering design then this guidance does not apply and the engineering firm would be required to be selected by the two tiered approach method described in LCPR and OAR.

A separate section on applicable requirements is provided with this policy.

A direct appointment of a service consultant may be made under the following conditions:

- a. The work is for a service contract to be provided by the Consultant that must be in support of the engineering design and construction of an overall project. It cannot consist of the primary engineering design.
- b. Amount of Service Contract - Service shall not exceed a total value of \$50,000.
- c. The Consultant must meet the following criteria:
 - (i) The Consultant must have previously completed work for federally funded projects completed under ODOT contract. This will help insure compliance and approval by ODOT for applicable ODOT policy and requirements that would pertain to federal and state funded projects.
 - (ii) Consultants must be available or have an office in Oregon, to comply with Local Employment requirements. (OAR 137-046-0300)
 - (iii) Consultants shall have a proven performance record based on past performance of work for Linn County on previous projects, directly for Linn County or through a prime contractor. As an option to this requirement item (i) may be followed.
 - (iv) A Consultant may be considered for addition to the list of qualified Consultants by sending information pertaining for review and approval by the Linn County Engineer. The Linn County Engineer will select three other staff from the Linn County Road Department to review the qualifications to determine if the Consultant would be qualified to provide services related to an project being designed by Linn County Engineering Services.

- (v) The Linn County Engineer will keep on record a list of eligible consultants eligible to provide service work in support of projects being designed by Linn County Engineering Services. This will consist of consultants on ODOT's List of Qualified Consultants and Subcontracting Consultants as well as consultants that have completed work in the past 5 years for Linn County Road Department.
- d. The Linn County Engineer will direct negotiations with the Consultant selected based on Linn County Code 137-048-0200. Resources will be used to insure a competitive price is obtained for the work based on a review of rates and fees for past Linn County projects completed by Linn County or by ODOT for Linn County, standardized rates and fees for work for services made available by ODOT, and any other provision that the County believes to be in the best interest of the County to negotiate.
- e. The contract for consulting services shall be subject to review and approval by the Roadmaster, Linn County Road Department. The Roadmaster may also serve in the capacity of the Linn County Engineer to select a consultant for support services for an project to be design by Linn County Engineering Services or for support services required to be completed for an overall project.

Approved by:



C. R. Knoll, PE
Linn County Engineer

September 17, 2010

APPLICABLE REQUIREMENTS, CODE, RULES, and STATUTES

Local Agency Certification Master Agreement (ODOT/Linn Co Agreement No 26463, April 9, 2010)

Under the section on Professional, Technical, and Expert Services Contracts, Item 1 indicates the following:

1. County shall conduct consultant selection processes to obtain Architectural and Engineering (A&E) and Non-A&E personal services consultants in accordance with all applicable state and federal laws, regulations and policies in the solicitation and award process of any Supplemental Project Agreements containing federal funds. County shall follow County's documented processes for consultant selection, which have been reviewed and approved by State and FHWA.

Linn County Code, LEPR 137-048, Consultant Selection: Architectural, Engineering, Land Surveying, and Related Service Contracts. Rev March 1, 2005 (TITLE 10 Special Ordinances, Regulations, Rules, Policies, and Bargaining Agreements.)

Under II. Selection Procedures, 137-048-0200 Direct Appointment Procedure

- (1) The County may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:
 - (b) The Estimated Fee to be paid under the Contract does not exceed \$75,000.
- (2) The County may select Consultants for Contracts under this rule from all Consultants offering the required Architectural, Engineering, or Land Surveying services, or Related Services that the County can reasonably can identify under the circumstances.
- (3) The County shall direct negotiations with Consultants selected under this rule toward obtaining written agreement on:
 - (a) Consultant's performance schedule and performance obligations.
 - (b) Payment methodology and maximum amount payable to Contractor for --- services ---.
 - (c) Any other provisions the County believes to be in the County's best interest to negotiate.

137-048-0120 Applicable Selection Procedures; Pricing Information -

Note: This rule refers to pricing the work to be completed by a consultant. In general terms the fees and value of contract are not to be determined until the consultant is selected and scope of work determined. For direct appointments, the procedure provided under that section are to be followed.

OAR 137-048-0200 Selection Procedures, Direct Appointment Procedure

- (1) Contracting Agencies may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:
 - (b) Small Estimated Fee. The Estimated Fee to be paid under the Contract does not exceed \$50,000.
 - (e) Local Contracting Agencies. For Local contracting Agencies, the Architectural, Engineering, and Land Surveying Services or Related Services to be performed under the Contract:
 - (C) Consultant will be assisting contracting Agency by providing analysis, testing services, testimony, or similar services for a Project that is, or is reasonably anticipated to be, the subject of a claim, lawsuit, or other form of action, whether legal, equitable, administrative or otherwise.

Note: For compliance with this part, completion of a subcontract for services such as a hazardous materials corridor assessment, an archeological survey, a cultural resources survey, or geological testing which are not the engineering design of the project, this work can be referred to as services for a project that is reasonably anticipated to be the subject of a claim or other form of action (by citizen or regulatory agency) if the analysis or service is not completed and document to show compliance with applicable state and federal rules. This part would not be applicable for selection of a prime contractor to oversee engineering and subcontracts for an entire project. The two-tiered approach method for consultant selection would be required for this case.

- (2) Contracting Agencies may select Consultant's for Contracts under this rule from the following sources
 - (a) Contracting Agency's list of Consultants that is created under OAR 137-048-0120

- (b) Another Contracting Agencies List of Consultants that the Contracting Agency has created under OAR 37-048-0120, or
- (c) All consultants offering the required services - - - - .

Note: For compliance with this part under item (2), Linn County Engineering Services has selected to use only Consultants that have

- (i) Previously completed work for federally funded projects completed under ODOT contract. This will help insure compliance and approval by ODOT for applicable ODOT policy and requirements that would pertain to federal and state funded projects.*
- (ii) Consultants that are available or have an office in Oregon, to comply with Local Employment requirements. (OAR 137-046-0300)*
- (iii) Consultants that have a proven performance record based on past performance of work for Linn County on previous projects, directly for or through a prime contractor,*

Small Procurements (ORS 279B.065, LCPR 137-047-0265)

Small Procurements for goods or services may be made by direct selection or appointment for an amount of less than \$5,000. An amendment of up to \$1,000 may be made so as long as the total contract price does not exceed \$6,000.

ORS 279C.120 Selection Procedure for Related Services

- (1) A Contracting Agency (Linn County) may select consultants to perform related services:
 - (c) On the basis of price competition , price and performance evaluations, and evaluation of the capabilities of the bidders to perform the needed related services or an evaluation of the needed capabilities of the bidders to perform the needed related services followed by negotiations between parties on the price for those related services.
- (2) Subject the requirements of subsection (1) ----- . Adjustments to accommodate a contracting agency's objectives may include provision for the direct appointment of a consultant does not exceed a threshold amount as determined by the contracting agency.

Note: For compliance with this part, a direct appointment may be made under LCPR 137-048-0200 Direct Appointment Procedure and OAR 137-048-0200 Selection Procedures, Direct Appointment Procedure as long as the service is less than \$50,000.

Date: January 10, 2014

Re: Criteria for Consideration in the Selection of Professional Engineering Support Services

By: Chuck Knoll, PE, Linn County Engineer

Linn County Engineering usually selects Engineering Services under the direct procurement method as provided by LCC (Linn County Code 137-048-0200), and OAR (Oregon Administrative Rule 137-048-0200). LCC allows direct procurement as long as the estimated fee under the contract does not exceed \$50,000. Under LCC, the amount of the direct services contract may also be as much as \$75,000 if it is a continuation of a project. OAR allows direct procurement as long as the estimated fee under the contract does not exceed \$100,000. The amount of the direct services contract may also be as much as \$250,000 if it is a continuation of a project.

For any contract in excess of \$50,000, special approval from the Board of Commissioners for a direct service contract is required. It should be mentioned that the OAR increased the estimated fee for qualification as a direct service contract from \$50,000 to \$100,000 a few years back and after the LCC limit was established in 2005. The basis for the increase was the cost related to the RFP (request for proposals) process for advertising and selection of consultants to both the Agency and the engineering firm in relation to the actual work that would be done. This value has not been changed in the LCC at this time.

Engineering Firms may be selected under the Direct Appointment Procedure based on the following:

- Past demonstration of work for Linn County on previous projects completed during the past few year that were on time and within budget.
- The firm must also be selected based on the professional staff and qualifications related to the project.
- Their knowledge and experience in working with the FHWA and or ODOT engineering staff that may be involved with the project.
- Work completed on projects located in the project area so they are familiar with this project area.
- If the professional staff also live and work in the close proximity of the Albany office of the Linn County Road Department or the project site, which will make this project more cost effective to deliver by this firm. This will also provide support of the local economy.
- If the Engineering firm is on ODOT's approved List of Engineering Firms

Linn County will keep a list and file of qualifications of other engineering firms as provided by the engineering firm or as requested by Linn County. This file will be used to select the most qualified firm for each specific project.

Consideration is also made to meet requirements associated with:

- Disadvantage business enterprise (DBE),
- minority business enterprise (MBE),
- women business enterprise (WBE), and
- emerging small business enterprise (ESB)

This is managed in view of participation goals or good faith efforts with respect to DBE, WBE, and ESB participation, and federal requirements when federal funds are involved.

Since work under a direct service agreement is less than \$50,000 this is generally excluded from consideration. This is based on past experience with ODOT's Civil Rights and DBE program.

Linn County Road Department strongly encourages, and is committed to, the participation of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Emerging Small Businesses (ESB's) in contracting opportunities. Preference is also provided if this firm is located in Linn County or Oregon.

The mission of the Emerging Small Business Program is to create new and innovative contracting opportunities for Oregon's small business community. It's also a goal of the program to assist emerging small businesses in overcoming barriers to participating in the state's extensive public contracting procurement programs.

As with every program, Linn County's policy is not to discriminate on the basis of race, color, sex and/or national origin when awarding and administering those contracts.

Beginning in 2011, in order to be certified as a qualified ESB business must:

- Have its principal place of business located in Oregon
- Have an average annual gross receipts over the last three years in either of two Tiers:
 1. Not exceeding \$1,699,953 for construction firms and \$679,981 for non-construction firms; or
 2. Not exceeding \$3,399,907 for construction firms and \$1,133,302 for non-construction
- Have fewer than 20 employees for Tier I or 30 employees for Tier II
- Be an independent business (not a subsidiary of a larger firm)
- Be properly licensed and legally registered in this state
- The current statute allows a firm to participate in the program a maximum of 12 years.

Linn County uses the OMWESB Certified Firms(s) Information Query to determine if a Certified Firm such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and/or an Emerging Small Business (ESB) is located in Oregon or located more in the close proximity of Linn County. If the firm provides comparable service for a comparable price then that Certified firm would be selected for the project.

A memo in justification of each consultant selected under the direct procurement method will be kept in the project files for future project review by outside agencies.

A DBE Report form is completed and submitted to ODOT's Civil Rights Program for each contract.

The contract conditions have been developed with ODOT Civil Rights to comply with federal and state requirements.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the following parties:

LINN COUNTY ROAD DEPARTMENT, (County), 3010 Ferry Street SW, Albany, Oregon, 97322; and,

HERITAGE RESEARCH ASSOCIATES, INC., (Contractor), 1997 Garden Avenue, Eugene, Oregon 97403, an Oregon corporation, whose Federal Employer Identification Number is 93-0954027.

PROGRAM ABSTRACT:	Larwood Covered Bridge (#12876) Preservation Project Professional Support Services for Archeological and Historical Investigations and Reports
TOTAL CONTRACT SUM:	An amount not to exceed \$5,000

WHEREAS, The County requires the work and services described herein, and the Contractor is willing, skilled and agrees to perform all the work and services described herein; now, therefore, IT IS AGREED:

- 1. Term of contract:** This Agreement shall be effective, and Contractor shall commence performing services, on or about September 7, 2012. The contract shall terminate on December 1, 2012, except as provided by the termination and non-funding provisions set out below.
- 2. Compensation:** As consideration for the performance of all terms and conditions set forth in the Contract, County shall pay Contractor a total amount not to exceed \$5,000 as set forth in Exhibit A, attached hereto, upon receipt of a statement to be submitted by Contractor. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the County may require.
- 3. Contractor services:** Contractor agrees to perform the following services to the satisfaction of the County:
 - a. Perform archeological and historical investigations and reports for the Larwood Covered Bridge (#12876) Preservation Project; and
 - b. Perform services as set forth in attached Professional Services Scope of Work and Hour and Fee Schedule (Exhibit A, attached hereto).
- 4. Declaration of the nature of the contractual relationship:** Contractor is an independent Contractor and not an employee of or agent of the County. County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

5. Workers compensation provisions:

- a. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all time keep in effect Workers' Compensation insurance.
- b. The parties hereto specifically agree that this Contract will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for Contractor or Contractor's employees.
- c. Contractor knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
- d. Contractor agrees that all employers, working under this contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. Contractors who are not subject workers under ORS 656.027 who will provide services under this Contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if contractor was a subject worker under ORS 656.027.

6. Other insurance provisions:

- a. **Indemnification.** Each party to this Agreement shall defend, indemnify and hold harmless the other party and its officers, employees and agents from claims arising from:
 - i. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or
 - ii. Failure or refusal of one party to perform or fulfill its responsibilities under this Agreement or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the County.
- b. **General Liability.**
 - i. Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance shall be in the amount of one million dollars (\$1,000,000) per occurrence.
 - ii. Contractor shall name County, and its officers, employees, and agents as additional insureds on any activities being performed under the Contract. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon. Linn County shall be listed as a Certificate Holder.
- c. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Agreement.
- d. **Policy Changes.** In the event of unilateral cancellation or restriction by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify County orally and in writing within three (3) days.
- e. **Contractor Insurance.** Contractor has obtained required insurance through Policy Number(s) listed below, written by American Benefits Company, Portland, Broker.

General Liability	525BAD17350	Hartford
Auto	525BAD17350	Hartford
Workers Comp	52WECCT6842	Hartford
Professional Liability	EO-849433	Lloyds

7. **Other contractor duties:** Contractor further agrees to:
 - a. Comply with all applicable Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes (“Public Contracts and Purchasing”) which are incorporated by this reference in the Contract: ORS 279B.220, 279B.230, and 279B.235;
 - b. Not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for above; and
 - c. Provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.
8. **Termination; for cause, non-funding:** It is further agreed that the County may immediately terminate this Agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor’s address given above, specifying the cause:
 - a. Unsatisfactory performance or nonperformance. The Linn County Board of Commissioners is the sole judge of Contractor’s unsatisfactory performance or nonperformance; or
 - b. Loss of available funding.
9. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
10. **Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor’s performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State’s Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
11. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the County.
12. **Severability:** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
14. **Governing law:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this Agreement shall be brought in and conducted solely and exclusively within the Circuit Court of

Linn County for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the State of Oregon.

15. **Notices:** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

HERITAGE RESEARCH ASSOCIATES

LINN COUNTY ROAD DEPARTMENT



Kathryn Toepel
President

Darrin L. Lane, P.E.
Roadmaster

9-27-2012

Date

10/3/2012
Date

Reviewed by County Engineer



Charles R. Knoll, P.E.

EXHIBIT A

**Larwood Covered Bridge (#12876) Preservation Project
Archaeological and Historical Professional Services Scope of Work
Key Number 17741
September 7, 2012**

This Work Order Contract (WOC) is entered into by and between Linn County and the Consultant. This WOC incorporates by this reference:

- a. all of the Terms and Conditions contained in the above referenced Scope of Work;
- b. the provisions from all Exhibits;
- c. the Statement of Work and Delivery Schedule;
- d. the Breakdown of Costs (BOC) (*Provided in Attached Rate Table*).

WOC EXPIRATION DATE: When Consultant has completed all services and submitted all deliverables required under the WOC (including all warranty or corrective work, if any) or on **12/01/2012**, whichever is later.

Does this WOC include federal funds? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	DBE Goal (Fed funded only) 0%
MWESB Aspirational Target (for State or Fed funded where WOC will exceed \$1,000,000, including as amended): N/A	
A. The Total Not-to-Exceed (NTE) amount for this WOC.	\$ 5,000.00

Certification: Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:

(1) Consultant has read, understands and agrees to comply with the requirements set forth in the Scope of Work and in all Exhibits and other documents incorporated by reference. **Consultant understands and agrees that any exhibits or other documents not physically attached to the agreement that are incorporated by reference have the same force and effect as if fully set forth herein.**

(2) (a) Consultant and its Associates are in compliance with and have no disclosures required per the ODOT Conflict of Interest Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Misc>), or

(b) Consultant has made all required disclosures per the ODOT Conflict of Interest Guidelines and, if determined necessary by Agency (ODOT), a mitigation plan has been approved by Agency (ODOT). In this Case Consultant must provide documentation of this to Linn County.

(3) (a) Consultant's correct taxpayer identification number will be provided to Linn County Road Department;

(b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding;

(c) S/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is 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 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

(d) Consultant is an independent Consultant as defined in ORS 670.600;

(e) If required by 40CFR1506.5(c), Consultant has no financial or other interest in the outcome of the project; and

(f) In the event that Consultant is a general partnership or joint venture, that Consultant signature(s) on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

(g) The following statement shall be accepted by Linn County and the Contractor as their operating policy: It is the policy 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, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor" agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, CFR Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, Limited English Proficiency, sex, income, age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5 including employment practices when the contract covers a program set forth in Appendix B of said CFR.

(3) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements 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 49 CFR 21.5 relative to nondiscrimination.

(4) Information and Reports: The Contractor shall provide all information and reports required by 49 CFR 21.5 or directives issued pursuant thereto and shall permit access to its books, records, accounts,

or other sources of information, and its facilities as may be determined by Linn County, Oregon Department of Transportation (ODOT), Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders, or instructions.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Linn County and/or ODOT shall impose such contract sanctions as it or FHWA may determine to be appropriate including but not limited to withholding payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination, or suspension of the contract, in whole or in part.

	<u>County's Project Manager</u>		<u>Consultant's Project Manager</u>
Name:	Chuck Knoll, PE	Name:	Kathryn Toepel, PhD, RPA
Title:	Linn County Engineer	Title:	Cultural Resource Project Manager
	<u>Alternate Contact:</u> Kevin Groom, PE Project Engineer	Phone:	541-485-0454 x101
Phone:	(541) 967 3919	Fax:	541-485-1364
Fax:	(541) 924 0202	Email:	heritagere@aol.com
Email:	cknoll@co.linn.or.us		
	kgroom@co.linn.or.us		

Archaeological and Cultural Resources Professional Services Work

It is expected that the Consultant will prepare two Programmatic Agreement Memoranda (PA Memos), one for Archeology and one for Historic Resources as well as a Finding of Effect for the Larwood Covered Bridge.

Since this project will be confined to the main span of the covered bridge and the staging area for the project will be confined to the road surface of the Linn County Right of Way, professional services work as it pertains to archeology will be minimal.

Work in addition to this must be approved in writing by Linn County.

All work will be done in accordance within current ODOT Guidance.

The deliverables for the Archaeological and Cultural Resources Professional Services Work for the Larwood Covered Bridge (#12876) Preservation Project must be completed no later than December 1, 2012.

The following is a description of the work that is to be completed within the Scope of producing the two PA Memos.

Linn County is presently completing this project under an Agreement with ODOT to become a Certified Agency. This is a new program. Therefore, the reporting requirements and communication requirements provided in this Scope of Work may change as this program develops.

At this time, all work will be prepared for and submitted to Linn County for review and approval. Acceptable work will then be forwarded to the ODOT Local Liaison who will obtain review and work to be completed by ODOT as provided under this Scope of Work.

Description of Bridge

The Larwood Covered Bridge is located over Crabtree Creek on Fish Hatchery Road approximately three miles north of Lacombe, next to Larwood Wayside Park, in Linn County. The Larwood community was named for William Larwood, who settled on the banks of Crabtree Creek and Roaring River in 1888. The bridge was constructed in 1939 and is on the National Register of Historic Places. The bridge is an open-sided Howe Truss bridge that is based on Oregon Highway Commission Standard Details. The truss spans 105 feet, and the total span length including three short approach spans is 168 feet

The most recent inspection report for the bridge is dated November 03, 2011. The status of the condition of this covered bridge is documented on the bridge inspection report and is summarized as follows: The existing wooden shingle roof needs to be replaced to continue protection of the bridge structure. The timber rafters need to be replaced since they are cracked and weathered. Anchors need to be added to the rafters to allow for maintenance of the roof. The paint is weathered and needs to be replaced. Some of the siding is split with unpainted repairs. The stringers of the covered bridge span have several checks. Some of the top and bottom chords are split and rotten. Diagonals are split, broken, or checked. A number of the tie rods are bent and need to be replaced. Floor beams are weathered and checked. The timber rail is rotten and damaged in a number of locations.

The timber deck is covered with an asphalt surface which prevents inspection of the timber deck, timber stringers, and timber floor beams. Therefore, removal of the paved deck and restoration of a timber running deck will allow inspection and adequate repair and protection of the bridge.

The existing bridge load rating needs to be increased to provide the needed access by Fire Trucks and Emergency vehicles as well as the trucks associated with agricultural commerce.

Since its original construction in 1939, the bridge has been kept in operation and repaired by the Linn County Road Department. A copy of the maintenance records are on file. The Larwood Covered Bridge was last painted under contract by Dunkin and Bush, Inc of Redmond, Washington, with one coat of one based primer and two coats of 100% acrylic latex paint

Description of Bridge Project

Linn County has received federal funding for preliminary engineering design and permitting and construction through the National Historic Covered Bridge Preservation (NHCBP) Program under Title 23, United States Code administered through ODOT.

The purpose of this project is to preserve the structure while retaining the historical character of the covered bridge. Larwood Covered Bridge spans Crabtree Creek. It is not presently expected that in water work will be required for this project as work on the substructure is not presently anticipated. Stream bank stabilization is not included with the scope of this work. The structural rehabilitation, repair and preservation of the Larwood Covered Bridge will only pertain to the covered bridge. No work will be completed on the approach spans or to the road approach.

There are many structural deficiencies in the covered bridge's main span. The approved grant can only be used for rehabilitation of the covered bridge. This Project will rehabilitate the National Historic Larwood Covered Bridge, which will include structural improvements so that the bridge will support

Oregon Legal Loads. Rehabilitation improvements include preliminary engineering to include a detailed bridge inspection, load rating, and evaluation of alternatives to increase the structural capacity of the bridge; structure repair and improvements; replacement of the existing rail; installation of a security camera system to monitor and detect vandalism; restore the deck surface; replace or provide repairs to existing timber siding; and reroof and repaint the bridge.

The paved surface will be removed from the main span of the covered bridge deck. To accommodate the main span paved surface removal, the stringers and decking may need to be raised to match the level of the approach spans. Raising the main span will be accomplished by placing sill shims under each stringer at Bents 2 and 3. The existing transverse deck and running boards will be removed and replaced. New 2x12 running boards will be installed over the new 4x12 transverse decking.

The existing exterior stringers on Span 2 will be removed and replaced with new pressure treated glue laminated exterior stringers. The existing timber guardrail will be replaced with a steel backed timber rail that will be attached to the new exterior stringers.

With the removal of the decking, the stringers will be inspected. Any unacceptable members will be removed and replaced. The floor beams will be removed and replaced with pressure treated glue laminated exterior stringers.

The existing steel hanger rods will be removed and replaced with new hanger rods if they are damaged or if they are determined that they will not support Oregon Legal Truck loads. The truss will be tuned to attain a desired camber and remove the existing sag.

All roof elements above the rafter support beams will be replaced. This will include new rafters, rafter ties, sheathing and cedar shingles. New cedar shingles will be installed as the new roofing material. For safety, fall arrest anchors will also be installed to protect workers when on the roof.

The existing bridge is presently painted inside and out, as well as all exposed truss members and the underside of the roof. The new roof will be painted to match the existing roof. The remainder of the covered bridge will also be painted to preserve the bridge. Some siding which is damaged will be replaced to match the existing siding.

During construction the existing bridge crossing will be closed to traffic. A detour route will be provided. This detour is about 9 miles taking Larwood Drive to Richardson Gap Road which connects to Fish Hatchery Road.

During construction, large cranes and equipment will be required to have access to both ends of the bridge. The existing public roads will provide the required access.

Staging area will occur on the approach spans to the covered bridge and the road surface located within the existing road right of way that will be provided by the road closure for this project.

The current version of the Project Prospectus and the scoping document that was prepared for this Project is attached as a reference to this document.

Archeological and Cultural Resources work needs to be completed to satisfy the project prospectus and scoping document as further defined by the limits of the proposed project and design that has been provided by this Scope of Work.

Section 106 Documentation

Consultant shall research and prepare draft and final archaeological and historical resource reports that incorporate documentation required to satisfy the requirements of Section 106 of the National Historic Preservation Act and Oregon Revised Statute (ORS) 358.653. This work must be executed by Consultant's cultural resources specialist who meets the Secretary of Interior's Professional Qualification Standards of 36 CFR Part 61 Appendix A in the field of archaeology.

Consultant shall prepare all forms, reports, and documents based on the style and format of sample documents provided by Agency (samples are available at the following Agency FTP site: <ftp://ftp.odot.state.or.us/techserv/Geo-Environmental/Environmental/>).

Consultant shall obtain examples of reports before beginning any work.

Consultant shall submit all documents to County in draft and final format in both hard and electronic copies. Consultant shall revise draft as required to incorporate County review comments. After draft has been revised, the final draft shall be submitted to ODOT for review. Consultant shall coordinate all Section 106 research and related documents with ODOT as necessary with approval by County. It is anticipated that Consultant will conduct three tasks to meet Section 106 requirements as outlined below.

Consultant shall coordinate directly with Oregon State Historical Preservation Office (SHPO) for Archaeological Excavation Permit applications if a permit is deemed necessary. Since the staging area will be on the paved surface and within the right of way, this will not be required for this project.

Note: All correspondence regarding documents between SHPO and Consultant must go through Agency (ODOT) Region 2 Environmental Coordinator and the Agency (ODOT) archaeologist.

Consultant shall incorporate Agency (ODOT) provided information that is obtained from Tribal contacts.

Archaeological PA Memo

Consultant shall conduct a records and literature review at the SHPO and other appropriate repositories to determine recorded sites within the Project Corridor for the anticipated project work areas that extend beyond the existing roadway prism.

Note: Agency (ODOT) will coordinate and consult with the SHPO and Tribes regarding the Project Corridor.

The APE must include all areas that will be impacted during the construction of the project.

Consultant shall conduct a pedestrian archaeological survey of the project area. The survey must be coordinated with the Agency and must include background research and a field survey. The background research must include a literature search and records review that must be conducted at the SHPO in Salem. Historical records, Sanborn and General Land Office maps, and other documents available on line must be reviewed for information about potential archaeological resources within the project area.

Consultant archaeologists shall conduct the pedestrian survey by walking parallel transects no more than 5 meters apart within the Project Corridor. Prehistoric and historic-period archaeological resources must be documented on project maps and recorded on official SHPO site record forms. High probability areas where buried resources are suspected must be identified. Any artifacts observed during the pedestrian survey must be recorded and photographed, but not collected.

Consultant shall make recommendations regarding the need for any further discovery work within the APE, including shovel test probing of low visibility and high probability areas. The recommendations must be coordinated with Agency and County.

Consultant shall compile and submit archaeological site forms for each archaeological site discovered during the pedestrian survey of the project APE. These resources must be documented and recorded on SHPO resource forms.

If no archaeological resources are identified, Consultant shall prepare an Archaeological PA Memo to be submitted to County and Agency for review. It is assumed for this project that no archaeological resources will be encountered and that a PA Memo will be sufficient to meet Section 106 requirements.

If sites or potential site areas are identified, Consultant shall incorporate the results of the background research and pedestrian survey into a Phase I Archaeological Survey report. The report must include a summary of findings and recommendations for the protection or avoidance of archaeological resources, if present. Preparation of a Phase 1 Archaeological Survey report is beyond the scope of this task as proposed.

Deliverable: Draft Archaeological PA Memo- One electronic copy (Word, and pdf) to County
County will Review and if acceptable forward to ODOT Environmental

Schedule: Due within four (4) weeks of receiving NTP and receiving set of Preliminary Engineering Plans from Linn County

Deliverable: Final Archaeological PA Memo (Word and pdf) to County

Note: Agency shall coordinate documents with Tribes and SHPO.

Schedule: Due within two (2) weeks of Agency comments on Draft Report

Historic Resources Baseline Report:

Contractor's historic preservationist shall visit the project area to identify structural resources within and immediately adjacent to the project area that are 45 years of age or older. Consultant's historic preservationist shall summarize in a historical resources baseline report the findings of the records search and field inventory and, if recommended, document the need for any further work. Contractor shall prepare this baseline report in a format acceptable to Agency and State Historic Preservation Office (SHPO). In the baseline report, a determination shall be made as to whether each resource of sufficient age is eligible for the National Register of Historic Places. Aside from the subject bridge, it is assumed that no eligible historic resources are present that will be impacted by this project and will meet National Register eligibility requirements.

Historic Resources Finding of Effect and MOA:

Once the preferred design of the project is set and impacts on any Register-eligible historic resources can be analyzed, formal Section 106 level of effect will be prepared for each affected resource. If the effect is adverse, 4(f) documentation and a Memorandum of Agreement (MOA) must be prepared. Any mitigation, if appropriate, will be included under a separate task order.

It is anticipated that the Short Covered Bridge will be the only eligible/listed resource to be affected by the proposed project. Up to one (1) FOE will be prepared under this task. Effects to the bridge as proposed are anticipated to be Not Adverse, and as such an MOA will not be required.

Deliverable: Draft Historic Resources Baseline Report and Draft Finding of Effect Documentation to County.
County will Review and if acceptable forward to ODOT Environmental.

Schedule: Due within four (4) weeks of approval of SOW and receiving preliminary engineering plans from Linn County.

Deliverable: Final Historic Resources Baseline Report and Finding of Effect Documentation to County.
County will Review and if acceptable forward to ODOT Environmental.

Schedule: Due two (2) weeks after receipt of comments on drafts from County and Agency.

Heritage Research Associates, Inc.

2012 Labor Rates

<u>Classification</u>	<u>Billing Rate/Hr</u>
Project Manager	\$ 115
Senior Preservationist	115
Project Archaeologist (PhD)	90
Archaeologist/Technical Specialist (MA/MS)	70
Historic Preservation Specialist	70
Laboratory Supervisor	60
Graphics	60
Field/Lab Crew	55
Office Support	55

Expenses

Mileage and travel at government rates
Other expenses at cost

Linn County Road Department Certified Agency Manual

Section 3

Phase II - Roadway Design

PROJECT DEVELOPMENT & DESIGN PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
 L= Local Liaison RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Intergovernmental Agreement

		ALL	ALL	1 Project Scoping Trip
		CE	F, L, EC	2 Prepare project Prospectus parts 1, 2, and 3 (including environmental checklist)
		CE	EC	3 Review checklist with EC
		EC	F, CE, L	4 Receive approval for Part 3
		L	F, CE	5 Receive approval for Parts 1 and 2
		CE	CPM, L	6 Request Supplemental & Certification Agreement IGA
		CE	L	7 Request Project IGA
		CPM	F, CE	8 Submit Supplemental & Certification Agreement IGA for County Approval
		L	F, CE	9 Submit Project IGA for County Approval
		CE	CR, CC	10 Submit Project IGA, Supplemental and Certification Agreements for County Approval
		CE	CPM, L	11 Return approved and signed IGA's, Supplemental and Certification Agreements
		CPM, L	F, CE	12 Provide Copy of completed and signed IGA's, Supplemental and Certification Agreements
		CPM, L	F, CE	13 Provide Notice of Funding Authorization and Notice to Proceed - Before any work begins

Soft Match

		CE	CPM, L	1 Request soft match (see Initial Donations/Contributions form)
		L	F, PM	2 Submit soft match approval

Consulting Services

		CE	CPM, L	1 Prepare programming request for consulting services (unless Direct Services Contract to be used)
		L	F, PM	2 Submit programming request for consulting services approval (unless Direct Services Contract)
		CE	CPM, L	3 Prepare Statement of Work for Consulting Services and DBE Goal
		CE	CPM, L	4 Prepare RFP if Direct Services Contract will not be used.
		L	F, PM	5 Submit Approved statement of work and DBE Goal
		CE	F	6 Advertise RFP and go through RFP Consultant Section Process if not Direct Service Contract
		CE	F, CPM, L	7 Review and Select consultant
		CE	F	8 Meet with Consultant and Develop Contract Meeting LAG Guidelines and County Guidelines

	CE	F	9	Obtain, Review, Prepare Documents for Preliminary Engineering, and PS&E
Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer				
L= Local Liason RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager				

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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				Consulting Services Cont.
		CE	EC, L	10 Prepare Environmental Assessment and permit for review and closeout
		EC	F, PM	11 Submit Environmental Closeout approval from FHWA

				Preliminary Engineering (PE)
		L	F, PM	1 Obtain signed Authorization to Proceed with PE from L
		PE	CPM, L	2 Schedule and conduct meeting for project and identify key ODOT staff
		PE	F, ODOT staff	3 Prepare and distribute meeting summary
		PE	F	4 Prepare roadside inventory
		PE, ODOT	L, CPM	5 Identify, Prepare and submit design exception documentation
		L	PM	6 Submit approved design exception documentation
		PE	F	7 Prepare mobility checklist (if on-system route)
		PE	CPM, L	8 Prepare Public Interest Finding letter
		L	F, PM	9 Submit approved Public Interest Finding
		CE	F, PE	10 Review and Comment on 30% Engineering Plans
		PE	L, F	11 Prepare and Submit 30% Engineering Plans
		PE	L, EC, F	12 Obtain Environmental Closeout and Approval with submittal of Environmental Documents
		PE	F, L, RM	13 Request Access Management Plan (if on State Highway)
		L, RM	F, PM	14 Submit approved Access Management Plan (if on State Highway)
		L, RM	F, PM	15 Submit Approved Official Project Access List (if on State Highway)
		PE	F, Prop owners	16 Prepare and submit property owner notification of upcoming project
		PE	F, L, RM	17 Request pavement design (if on State Highway)
		L, RM	F, PM	18 Submit pavement design (if on State Highway)
		CE	F, PE	19 Review and Comment on 60% Engineering Plans, specifications and estimate
		PE	CPM, L	20 Prepare and Submit 60% Engineering Plans and Specs (ODOT District if impact to or adjacent to ODOT facility)
		L	PM	21 Submit 60% Engineering Plans and Spec review comments

				90% PS&E
		CE	F, PE	1 Review and Comment on 90% Engineering Plans, specifications and estimate
		PE	F, PM	2 Prepare 90% Engineering Plans and Specs
		PE	L	3 Prepare and Submit Q&Q Guide
		L	PE	4 Submit comment/approved Q&Q Guide
		PM	F, OCR, L	5 Submit Request for Goals, Form 731-0663 (include Engineers Estimate, Construction Schedule and CR form)

	OCR	F, PM	6	Submit goals by email (Submitted within 3 days of receipt of above)
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Legend: F= File PM= Project Manager RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
L= Local Liason RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
		PM	F, OCR, L	7 Publish goals in Bid Booklet (Send paper and electronic copy to LAL and OCR)
		OCR	F, PM	8 Notify Local Agency by email of the receipt (Within 3 days of receipt of Bid Booklet)
		PM, CE	F, L, DBE	9 Submit 90% PS&E Checklist, Bid Booklet, Specifications, Engineering Plans and Ad (6 weeks prior to Ad date)
		L	F, PM	10 Provide FHWA Notice to Proceed - Must be obtained before Advertising

90% PS&E Cont.



Linn County Road Department

*Providing safe and efficient transportation to
citizens and visitors of Linn County.*

DATE: May 17, 2011

TO: Brenda Marcus
Office of Project Letting Manager
Oregon Department of Transportation

Date Received: 05/24/11
Request Type: State Supplied Items
Control No.: 17163-01
Region: 2

FROM: Chuck Knoll, PE,
Linn County Engineer / Project Manager
Linn County Road Department

SUBJECT: LETTER OF PUBLIC INTEREST FINDING
For Approval of Use of Agency Supplied Material (precast concrete slabs)
Project Name: Thomas Creek (Beech Street) Bike - Ped Bridge (Scio)
North Beech Street and South Beech Street, Scio, Oregon
Linn County
Key # 17163
Federal Aid Number X - STP - C043 - (028)

The Linn County Road Department requests approval for use of material (precast reinforced concrete slabs) to be supplied by Linn County for the City of Scio's Thomas Creek (Beech Street) Bike-Pedestrian Bridge Project because this use is in the best interest of the public.

This project is funded for engineering design with part of the Federal-Aid Surface Transportation Program (STP) funds for use on non-highway local agency projects has been made available for engineering design. The cost for engineering design is estimated at \$191,000. Surface Transportation Program (STP) Flexible Funds for use on non-highway projects has recently been designated for construction of this project. The estimated cost for construction is \$723,000 which is subject to change. Final PS&E for this project has been prepared and submitted to the Oregon Department of Transportation and is expected to be approved as complete in May 2011. This project is proposed to go out to bid in June 2011. Construction could be completed as early as November 2011.

This project will construct a bicycle/pedestrian path and bridge over Thomas Creek connecting South Beech Street and North Beech Street. Beech Street is part of the city street system which is within dedicated right of way under the jurisdiction and control of the City of Scio. Part of the project includes an ADA compliant ramp to connect the each end of the bridge to a pedestrian path on Beach Street. The reinforced concrete slabs will be used in the construction of the footings for each ramp.

The City of Scio City-Council, through town hall meetings with the general public and official representatives from Linn County had the vision and intent to construct a pedestrian path and bridge to connect a major residential area to schools, the city hall and businesses. This would provide a safer pedestrian and bicycle route away from State Highway 226, and Main Street, a minor arterial. It would also enhance the City of Scio and provide an emergency route should the Main Street Thomas Creek bridge need to be closed under an emergency condition. The City

and County agreed to provide matching funds for construction of this project. The County indicated they would provide a match in the form of providing reinforced concrete slabs salvaged from a bridge replacement project. These slabs are presently in storage by Linn County. The use of the slabs as a match for this project were described in the request for Flexible Funds which was recently approved for funding by the Oregon Transportation Commission. The Intergovernmental Agreement for this project which has been approved also allows the City of Scio and Linn County to use these slabs as a match.

The request is made for the following items:

The Linn County Road Department will provide four (4) each reinforced concrete slabs that are 20 feet long, 4 feet wide, and 12 inches thick and four (4) each reinforced concrete slabs that are 30 feet long, 4 feet wide, and 12 inches thick for a total combined slab length of 200 linear feet and a total reinforced concrete volume of 29.6 cubic yards . Based on ODOT's 2009 Cost Data Book, the estimated cost of these slabs at \$160.00 per linear foot is \$32,000. These slabs will be used in place of reinforced concrete to be used in the construction of the ramps. The estimated cost for this type of reinforced concrete construction for 29.6 cubic yards at \$900 per cubic yard is \$28,640.

There is an anticipated estimated cost of \$1,800 for transfer of the slabs from Linn County to the project site by use of a light crane and two flat bed trucks. Subtracting the cost of transfer, the value of the slabs to be used as a match for this project is estimated at \$24,840 as provided in the approved request for Flexible Funds submitted by the City of Scio.

The cost of slabs for construction of the footings for the ramps is comparable to the use of reinforced concrete formed and poured in place as used by the Oregon Department of Transportation on pedestrian improvement projects in other parts of Oregon. The use of precast slabs saves construction time associated with placement of concrete forms, reinforcement steel, pouring, finishing, and curing of concrete. The use of precast slabs also eliminates a source of potential pollution associated with the pouring, handling, and finishing of concrete. The use of these concrete slabs is also an excellent example of sustainability for conservation of resources in the State of Oregon, City of Scio and Linn County.

The City of Scio also has limited funds that can be dedicated as a match for this project. The use of these reinforced concrete slabs as a match allows this project to be funded without placement of an economical hardship on the City of Scio.

Buy America Provisions

The reinforced concrete slabs are presently in storage at Linn County and were obtained by salvaging them from bridge replacement projects. The slabs were previously use to construct bridges in the time period between 1964 to 1967 which was prior to the Buy America requirements set forth in 23 CFR 635.410 which were initially adopted in 1983. The provisions do not specifically indicate that any material manufactured before that time are exempt from the requirements. Therefore, documentation needs to be provided to show compliance with the provisions. For the reinforced concrete slabs, Buy America provisions apply only to the steel contained in the concrete slabs. Based on drawings for these reinforced concrete slabs, the total amount of reinforcing steel is 1,143.7 pounds and total amount of prestressed steel is 2,112 pounds. Assuming that all the steel is foreign steel, a determination is made as to the cost of the foreign steel as delivered to the project. The cost of this foreign steel is provided by the current month's import trade data. For March, 2011 the import trade data indicated that reinforcing steel was determined to be \$0.2265 per pound and wire rod (used in prestressing) was determined to

be \$0.299 per pound. This would make the total foreign cost of steel delivered to be worth \$890.53. 23 CFR 635.410 indicates that the contractor shall not incorporate more than \$2,500 of foreign - origin steel into a federally funded project (Oregon Standard Specification 00160.20 (a)). The value of the steel contained in the slabs is less than the maximum amount allowed by \$1609.47.

To ensure that the total imported steel used in this project does not exceed the maximum amount allowed, the special provisions for this contract will specify that the contractor shall not use foreign steel in the project with a value greater than \$1,500. The difference between the current calculated maximum amount allowed and the value to be placed in the special provisions takes into consideration the potential for the escalation of steel prices between March 2011 and when the project will be constructed.

The following will be added to the contract specifications as a Special Provision:

00160.02 Preferences for Materials: (a) Buy America

Add the following:

For this project, the Contractor shall limit the cost of foreign-origin iron or steel permanently incorporated into this project by materials that will be supplied by the Contractor so that it will not exceed \$1,500.00. This is a reduction of the value of \$2,500.00 provided in the "Oregon Standard Specifications for Construction" to allow for the estimated cost of steel contained in the steel reinforced concrete slabs that will be provided to the Contractor by Linn County for incorporation into the project.

Procedures for Donations and Contributions

The reinforced concrete slabs are donated according to the policy and procedures developed by the Oregon Department of Transportation (Revision 10/10/2003). A Donation/Contributions Approval Form has been completed and approved by the Transportation Program Office of the Oregon Department of Transportation. A copy of this approved form is attached.

Summary

It is in the public interest that the used precast reinforced concrete slabs be approved for use for this project.

Please contact me at (541) 967-3919 or e-mail at cknoll@co.linn.or.us if you have any questions regarding this request.

Submitted By: _____

*Chuck Knoll, PE
Project Manager
County Engineer, Linn County Road Department*

Date: May 17, 2011

Concurred By: _____

*Lisa Nell
Planning and Local Program Manager*

Date: 5-24-11

Approved By: _____

*Brenda Marchis
Office of Project Letting Manager*

Date: 5/26/11

Initial Donations/Contributions Approval Form

Linn County May 3, 2011
Name of Local Agency Date

Charles R. Knoll, PE, Linn County Engineer (541) 967 - 3919
Contact Person Phone Number

Thomas Creek (Beech Street) Bike - Ped Bridge (Scio) 17163
Project Name Key Number

Michael Starnes, Local Liaison, ODOT (503) 986-6920
Region Contact Person Phone Number

Type and Description of Donation/Contribution

Materials Services Funds Credit for Property


4 each - Reinforced Concrete Slabs that are 20 ft long by 4 ft wide and 12 inches thick

4 each - Reinforced Concrete Slabs that are 30 feet long by 4 ft wide and 12 inches thick

NOTE: Use of these materials is contingent upon approval of Public Interest Finding.

\$ 24,840.00
Stated Value

We certify that the value of the donation/contribution will be documented in an approved manner by ODOT and incorporated into the project, the donation/contribution has never previously received Federal funding or was paid for with Federal funds, and if the value of the donation/contribution at the end of the project is less than the originally stated value, we will provide funding to make up the difference.


Charles R. Knoll, PE
Linn County Engineer
Linn County Road Department
Signature and Title of Local Agency

May 2, 2011
Date

ODOT Review and Concurrence

ODOT Transportation Program Office
Department

Steve Leep
Contact Person

503-986-4453
Phone Number


Signature

5-4-71
Date

THOMAS CREEK (BEECH STREET) BIKE-PED BRIDGE (SCIO)
STEEL ESTIMATE FOR PRECAST FOOTINGS

Estimate based on OSHD Drawing No. 19526 and field observations. The reinforcing steel will be determined by using the OSHD standard drawing for stirrups and longitudinal bars. The prestressing steel are calculated based on counts made in the field using a high strength magnet to locate the prestressing steel at the slab ends. Drawing 19526 indicates that the diameter of the prestressing steel is 7/16".

All slabs are currently located in the True Love Pit in Linn County.

According to OSHD Drawing No. 19526, the slabs have 3 stirrup sets @ 6" at each end, and stirrup sets @ 9" for the remainder of the length. All stirrups are #3. No longitudinal bars are shown on Drawing No. 19526. Rebar quantities shown on OSHD Dwg. B-202 show approximate rebar quantities for various slab lengths. When these values are compared to stirrup only quantities below, they agree. It can safely be assumed then, that no longitudinal reinforcing was used in the production of these slabs.

Stirrup Bottom Length = $4" + 9.25" + 45.25" + 9.25" + 4" =$	71.75 Inches	
Stirrup Top Length = $4" + 45.25" + 4" =$	53.3 inches	
Total Stirrup Set Length =	125.0 Inches =	10.42 feet

Weight of #3 Reinforcement =	0.376 lb/ft
Each Stirrup Set Weight =	3.92 lbs

Prestressing Steel Weight:
 From OSHD Drawing B-202, the 7/16" dia. prestressing steel weighs: 0.400 lb/ft

Slab ID: M-5	
Length =	20.0 ft
No. Stirrup Sets =	30
Total Stirrup Weight =	117.5 lbs
Number of Prestressing Strands =	24
Total Weight of Prestressing Strands =	192.0 lbs

Slab ID: M-6	
Length =	20.0 ft
No. Stirrup Sets =	30
Total Stirrup Weight =	117.5 lbs
Number of Prestressing Strands =	24
Total Weight of Prestressing Strands =	192.0 lbs

Slab ID: M-7	
Length =	30.0 ft
No. Stirrup Sets =	43
Total Stirrup Weight =	168.4 lbs
Number of Prestressing Strands =	28
Total Weight of Prestressing Strands =	336.0 lbs

Slab ID: M-8
Length = 30.0 ft
No. Stirrup Sets = 43
Total Stirrup Weight = 168.4 lbs
Number of Prestressing Strands = 28
Total Weight of Prestressing Strands = 336.0 lbs

Slab ID: M-9
Length = 20.0 ft
No. Stirrup Sets = 30
Total Stirrup Weight = 117.5 lbs
Number of Prestressing Strands = 24
Total Weight of Prestressing Strands = 192.0 lbs

Slab ID: M-10
Length = 20.0 ft
No. Stirrup Sets = 30
Total Stirrup Weight = 117.5 lbs
Number of Prestressing Strands = 24
Total Weight of Prestressing Strands = 192.0 lbs

Slab ID: M-11
Length = 30.0 ft
No. Stirrup Sets = 43
Total Stirrup Weight = 168.4 lbs
Number of Prestressing Strands = 28
Total Weight of Prestressing Strands = 336.0 lbs

Slab ID: M-12
Length = 30.0 ft
No. Stirrup Sets = 43
Total Stirrup Weight = 168.4 lbs
Number of Prestressing Strands = 28
Total Weight of Prestressing Strands = 336.0 lbs

TOTAL WEIGHT OF REINFORCING STEEL = 1143.7 LBS
TOTAL WEIGHT OF PRESTRESSING STEEL = 2112.0 LBS

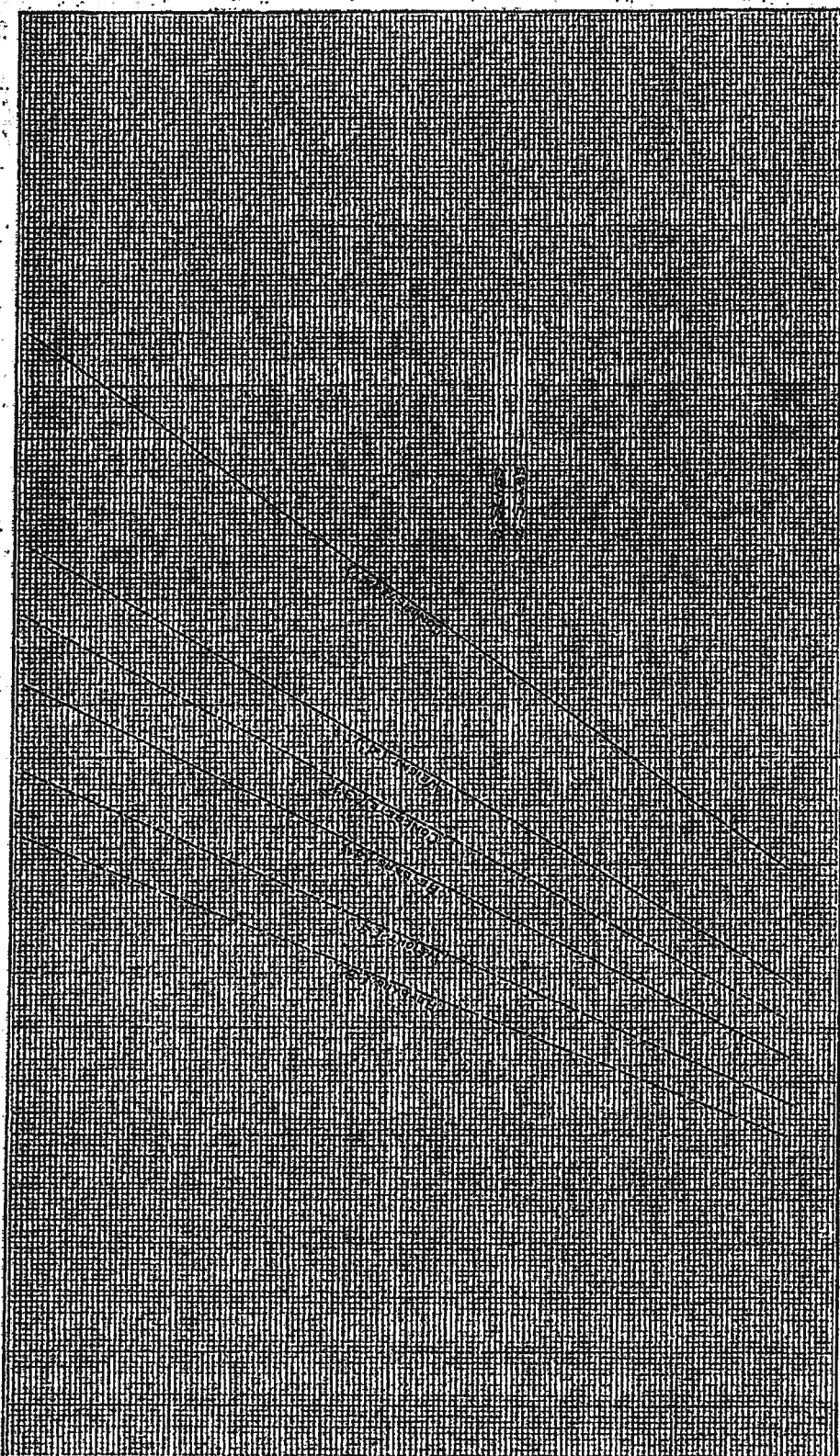
TOTAL POTENTIAL FOREIGN STEEL = 3255.7 LBS

Raw Steel Costs (per Letter of Public Interest Finding, dated May 3, 2011):

Reinforcing Steel = \$ 0.2265 /lb
Prestressing Steel = \$ 0.2990 /lb

TOTAL REINFORCING STEEL COST = \$ 259.04
TOTAL PRESTRESSING STEEL COST = \$ 631.49

TOTAL POTENTIAL FOREIGN STEEL COST = \$ 890.53



SLAB LENGTH, FEET
 25
 20
 15

CONCRETE, CY 0
 REBAR, LBS 0
 WEIGHTS KIPS 0

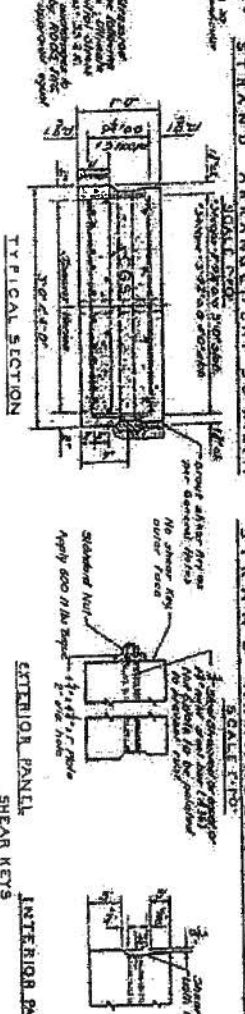
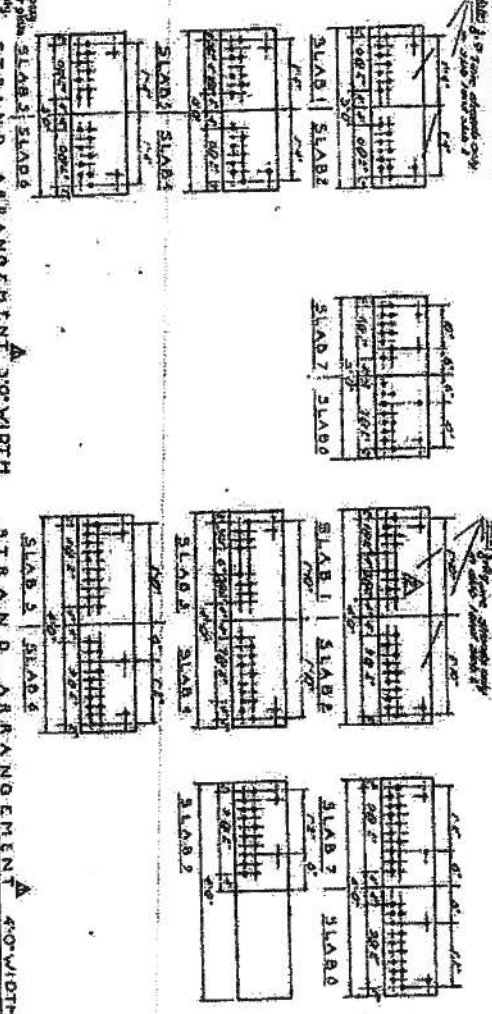
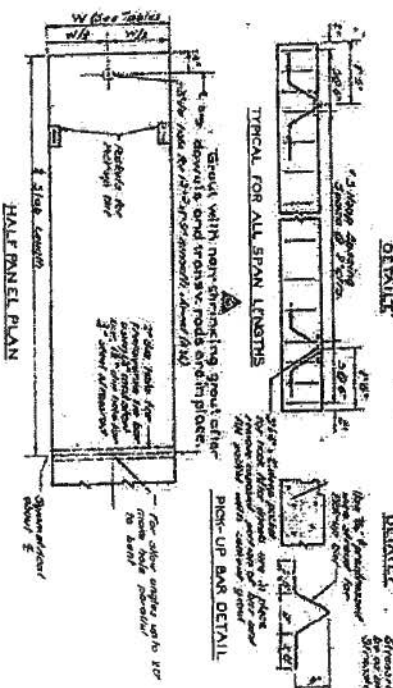
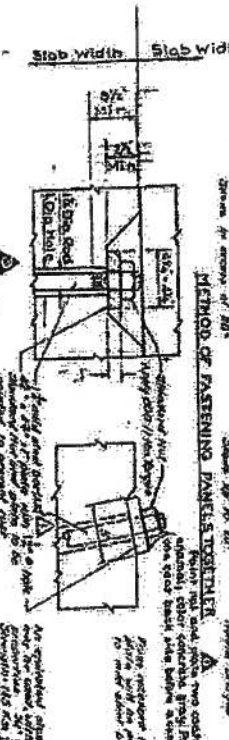
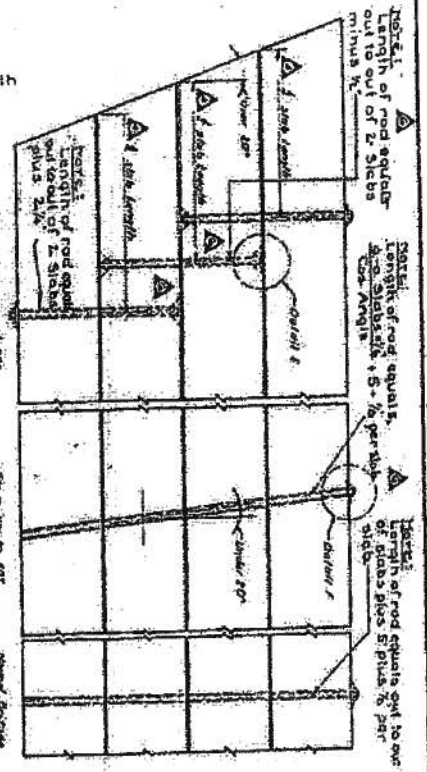
4
 200
 20

3
 150
 15

1
 50
 5

1 1/2" STRAND 292 1/2 FT
 1" STRAND 400 FT
 5/8" STRAND 525 FT

OREGON STATE HIGHWAY DEPARTMENT BRIDGE DIVISION	
12" STANDARD PRECAST PRESTRESSED SLABS	
QUANTITIES	
<i>[Signature]</i>	
PROJECT NO. 27202	
DRAWING NO. B-202	



GENERAL NOTES

1. All dimensions are in feet and inches.

2. Reinforcement shall be placed in accordance with the drawings.

3. The contractor shall be responsible for the proper placement and spacing of the reinforcement.

4. The contractor shall be responsible for the proper placement and spacing of the reinforcement.

5. The contractor shall be responsible for the proper placement and spacing of the reinforcement.

6. The contractor shall be responsible for the proper placement and spacing of the reinforcement.

7. The contractor shall be responsible for the proper placement and spacing of the reinforcement.

8. The contractor shall be responsible for the proper placement and spacing of the reinforcement.

9. The contractor shall be responsible for the proper placement and spacing of the reinforcement.

10. The contractor shall be responsible for the proper placement and spacing of the reinforcement.

T.A.B.L.E. "A"

Slab No.	Span Length (ft)	Reinforcement (ft)	Notes
1	20	10	
2	20	10	
3	20	10	
7	20	10	
8	20	10	

OREGON STATE HIGHWAY DIVISION

STANDARD PRECAST RESTRESSED SLABS

PANEL DETAILS

1956

Knoll, Chuck

From: ODOT Pre-Letting [ODOTPre-Letting@odot.state.or.us]
Sent: Friday, May 27, 2011 9:21 AM
To: Knoll, Chuck; NELL Lisa D; STARNES Michael S
Cc: ODOT Pre-Letting; LIPPSMEYER Michael J
Subject: Letter of Public Interest Finding for Thomas Creek (Beach Street) Bike - Ped Bridge (Scio) (K17163-01)
Attachments: 17163-01_PIF.pdf

Sender **ALLOWED** [[Remove](#)] [[Block](#)]
Outlook Anti-Spam Control Panel

The attached Letter of Public Interest Finding for Thomas Creek (Beach Street) Bike - Ped Bridge (Scio) (K17163-01) has been approved.

<<17163-01_PIF.pdf>>

Thank you,

Aundrea F Guthrie | Pre-Letting Specialist

Oregon Department of Transportation | Office of Project Letting
4040 Fairview Industrial Dr SE MS #1 Salem, OR 97302-1142

☎: 503-986-3754 | 📠: 503-986-6592 | ✉: ODOTPre-Letting@odot.state.or.us

Work Schedule: Monday through Friday 7:30am to 4:30pm

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

00110.20 Definitions - Add the following:

Whenever the following terms are used in the contract documents, they shall be understood to have the meanings given herein.

Agency - Add the following sentence:

References in the Standard Specifications to "Agency" shall mean "Linn County", except where the context or intended meaning otherwise require.

Agency Level Review - The Agency level review(er) is construed to mean the Linn County Board of Commissioners.

Engineer - The Linn County Engineer acting either directly or through an authorized representative of the Director of the Linn County Road Department..

Legal Holidays - Legal holidays are defined in ORS 187.010.

Region Level Review - The Region level review(er) is construed to mean the Linn County Board of Commissioners.

Standard Specifications - The Standard Specifications, which are applicable to these General, Special, and Technical Provisions herein contained are as follows:

Oregon Standard Specifications for Construction - ODOT/APWA [issue of 2008] hereinafter called the Standard Specifications.

Standard Specifications may be modified, supplemented, or superseded by the General, Special and Technical Provisions herein contained.

Wherever the words "State Transportation Commission", "Division", "Agency", "State of Oregon", or "State" appear in the Standard Specifications, they shall be construed to mean Linn County, Oregon, except for Sections 00170.70(c), 00170.72 and 00170.79, and where the context or intended meaning otherwise requires.

Where the words "ODOT Procurement Office" appear in the Standard Specifications, they shall be construed to mean the Linn County Road Department.

Any errors or omissions are unintentional and shall not be used for financial or contractual gain, and should be brought to the attention of the County Engineer or Project Manager as soon as possible.

Supplemental Specifications - Supplemental Specifications are applicable to the particular Contract, and supplement and modify the Standard Specifications with regard to the Work to be done under the Contract.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

00120.00 Prequalification of Bidders

insert these two paragraphs before the last paragraph

Linn County Road Department will use the same forms furnished by the ODOT Procurement Office. If a contractor has been prequalified by ODOT in the Class(es) of Work specified in the special provisions, then the contractor may submit the application submitted to ODOT and the letter of approval for prequalification obtained from ODOT to the Linn County Road Department as prequalification for this project. There is no fee to the bidder for prequalification with Linn County Road Department.

Prequalification forms should not be submitted with the bid, but should be submitted at least 10 Calendar Days prior to the bid opening date; if submitted with the bid, the right to appeal disqualification is forfeited.

Replace this subsection

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Bidding Project Plan, Special Provisions and Bid Booklets are available, on the Linn County web site or may be picked up at the Linn County Road Department, 3010 Ferry St SW, Albany, OR 97322 (telephone 541-967-3919). Refer to the Web Site Address Page for web site information.

Bidders obtaining Plans and Special Provisions from the Linn County web site must register with Linn County's "Plan Holder Registration". Bids will only be accepted from Bidders with a current Linn County "Plan Holder Registration".

00120.40(a-1) edit the paragraph as follows:

For Bids submitted by paper, obtained from either the Linn County Road Department or the Linn County Road Department website , the Bidders shall not alter, in any manner, the paper documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the paper Bid Booklet. Entries on the paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

Add the following four subsections:

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

00120.40(c-2) Electronic Bid Schedule Entries - Delete this subsection in its entirety.

00120.40(d) Bidder's Address and Signature Pages - Delete the last sentence in the paragraph.

00120.40(e) Bid Guaranty - Replace this subsection, except for the subsection number and title, with the following:

Each proposal shall be accompanied by cash, certified check, or bidder's bond, located in the Bid Section, Appendix B, Section of these specifications, made payable to Linn County in the amount equal to ten percent (10%) of the total amount of the proposal submitted. This check or bid bond shall be given as a guarantee that, if awarded the contract, the successful bidder will execute that attached contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price within five (5) days after notification that the bid has been accepted.

The successful bidder shall use Linn County's Bond Forms, copies of which are included in the Bid Section of these Special Provisions.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.

Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

Replace the following subsection:

00120.40(f) Disclosure of First-Tier Subcontractors - In the sentence that begins "The Subcontractor Disclosure Form may be submitted for paper bid, delete the second bullet and replace with the following:

- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Linn County Road Department, at the address or facsimile number given in the Bid Booklet.

Delete the paragraph that begins "The Subcontractor Disclosure Form may be submitted for an electronic Bid...".

Replace the following subsection:

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

All proposals shall be submitted in a sealed envelope to Ralph Wyatt, Linn County Administrative Officer, prior to the time stated on the cover sheet and on the "DESCRIPTION OF WORK" page in these specifications. Facsimile or electronic bids are not allowed.

No bid will be received or considered by Linn County unless the bid contains a statement by bidder that ORS 279C.840 or U.S.C. 276a will be complied with.

Each bid must certify that the bidder has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

It is not necessary to be licensed under ORS 468A.720.

Bidders shall submit a proposal on the attached schedule located in the Bid Section, Appendix B, of these specifications and sign in the location provided.

Attention: Do not include the plans and specifications when submitting your Bid Proposal. Submit only the items included in the Bid Section and any addendum that may have been issued for this project.

The Bid Section includes:

- Bid Schedule Proposal
- Bid Proposal Bond
- First-Tier Subcontractor Disclosure Form
- DBE Commitment and Certification and Utilization Form
- Subcontractors Solicitation and Utilization Form (Submit per section 130.40(f))

Withdrawal of a Bid proposal may be made prior to the time of the Bid Closing, either by fax, written request or in person. Bid Proposals, Bid modifications, and Bid withdrawals will not be accepted after the indicated time and date of Bid Closing.

Each proposal shall be identified on the exterior of the sealed envelope with the name of the project, the bid opening date, and the name and address of the bidder.

00120.60(a) Paper Bids - In both the paragraphs delete the sentences that refer to procurement office

Add the following subsection:

00120.60(b) Electronic Bids - Delete this subsection in its entirety.

00120.70 Rejection of Nonresponsive Bids - in second bullet replace Procurement office with the "Linn County Road Department" and replace ODOT eBIDS with "the Linn County" and replace the word ODOT with " the Linn County "Plan Holders Registration" and delete the word "lists"

Add the following to the end of this subsection:

The Linn County Board of Commissioners reserves the right to reject any or all proposals. Linn County may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding by Linn County that it is in the public's interest to do so.

Add the following subsection:

00120.95 Opportunity for Cooperative Agreement - Delete this subsection in its entirety.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Delete the following subsection:

00130.15 Right to Protest Award

00130.40(a) Performance and Payment Bonds -

Add the following paragraphs (if on ODOT ROW):

The Performance Bond is conditioned on the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. The contractor(s) and/or subcontractor(s) shall be required as appropriate to acquire a "Dual Obligee Rider" so as to include ODOT as an obligee in the contractor's performance bond for the project.

The successful bidder shall use Linn County's Bond Forms. Copies of which are included in the Bid Section of these Special Provisions.

Modify the following:

Add the following two subsections:-add the word "two" and "s"

00130.40(e) Tax Identification Number - The successful Bidder shall furnish the a copy of the Department of the Treasury Internal Revenue Service form, W-9, Request for Taxpayer Identification Number and Certification.

Add the following subsection:

00130.40(f) Office of Civil Rights Forms - All Bidders shall submit the Subcontractors Solicitation and Utilization Report, ODOT form 734-2721, within 10 days of bid opening. Submit the original directly to the ODOT Office of Civil Rights, and submit a copy to the Agency. This document is included in the Bid Section of this Bid Booklet. An electronic version can be found on the ODOT web site at:

<http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml> under "DBE Forms".

The Contractor shall submit to the Agency a monthly Summary Report of Subcontractors Paid, ODOT Form 734-2722. Both the Contractor and its Subcontractors (with subcontracts greater than \$10,000) shall submit the Monthly Employee Utilization Report (eMEUR), ODOT Form 731-0668. These forms can be found on the ODOT Civil Rights web site at:

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

Delete the following subsection:

00130.50(a) By the Bidder -

SECTION 00140 - SCOPE OF WORK

Add the following subsection:

00140.00 Purpose of Contract - Add the following paragraphs:

The Contractor shall supply all labor including a weigh person, supervision, tools and equipment, supplies, and materials necessary to complete the work specified herein. Pursuant to the Linn County Public Contracting Rules 137-049-0200(2), the Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, either in whole or part, without the County's prior written consent. Unless otherwise agreed by the County in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the County consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the County for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the County otherwise agrees in writing.

All equipment and tools shall be in good operating condition and shall be kept in proper adjustment throughout the duration of the project. All materials and supplies shall be of good quality and suitable for the purpose intended. The Contractor shall provide and use all safety equipment including but not limited to signs, hard hats, safety vests and clothing required by State and Federal regulations.

The Contractor shall, upon completion of the contract, remove all equipment, material and debris from the jobsite. Any asphalt concrete left on the shoulder of the road that is 3-inches or larger shall be removed prior to shoulder rock being placed. If in the opinion of the Engineer this cleanup work is not completed as specified herein, it will be cause for immediate shut down of the remaining work under this contract until it has been completed satisfactorily.

Work to be performed under the contract shall include such additional and incidental Work as may be necessary to assure a completed and workmanlike product.

Contractor and Subcontractors shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and Subcontractors shall maintain all other records necessary to clearly document their performance and any claims arising from or relating to their performance under the Contract. The County may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy and audit Contractor's and subcontractors' records relating to the Contract. Contractor and Subcontractor shall maintain the records related to the Contract for a minimum of three (3) years from the date of final payment, under the Contract or subcontract, as applicable, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever is later.

Add the following subsection:

00140.60 Extra Work - Add the following to the end of this subsection:

Extra work, if required, shall be done only upon the written instructions from the Engineer and as covered under the provisions of Section 00140.60 (Extra Work), 00196 (Payment for Extra Work) and 00197 (Payment for Force Account Work) of the Standard Specifications.

The contractor shall be responsible for the workmanship of all force account work.

SECTION 00150 - CONTROL OF WORK

Add the following Subsection:

00150.05 Cooperative Agreements - Delete this subsection in its entirety.

Add the following Subsection and delete subsections (b-c):

00150.15 Construction Stakes, Lines, and Grades - Replace this subsection, except for the subsection number and title, with the following: (do not add this if no survey work included)

(a) General - The Contractor shall be held responsible for the preservation of all stakes and marks and if any of the stakes have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against him and will be deducted from the payments for the work.

The Contractor shall furnish at his own expense, any necessary labor and equipment, stakes and other materials, which he may find necessary to construct the work.

In the case of alterations, which involve any changes in stakes, the Contractor shall cooperate with the Engineer and facilitate the prompt re-establishment of field control for the altered work.

(b) Agency Responsibilities - The Agency will perform the Agency responsibilities described in Section 00305.04 of these specifications.

(c) Contractor Responsibilities - The Contractor will perform the Contractor responsibilities described in Section 00305.05 of these specifications.

Delete all remaining 150.15 subsections

Add the following Subsection:

00150.20 Inspection - Add the following:

Under the contract, the Contractor is hereby officially informed as follows:

- The County will maintain on-the-job inspection personnel, adequate to assure substantial conformity to these specifications.
- Inspection will be conducted under the provisions of Section 00150.20 (Inspection) and 00150.25 (Acceptability of Materials and Work) of the Standard Specifications.
- The Contractor shall at all times, during the work under this contract, maintain on the work location, adequate and qualified supervisory personnel to assure the conformity of the finished product to the Plans and Specifications.
- Any item of Work, which will be later concealed by other Work, shall be placed and prior to covering, the Contractor shall inform the Engineer and allow the necessary inspection prior to such concealment. Failure to so comply will be cause for the

Engineer to require the Contractor to adequately and satisfactorily expose such item and allow the Engineer to inspect the same. The Contractor shall then replace the disturbed work and/or any unsatisfactory portion of the subject item, all at the Contractor's own expense and to the satisfaction of the Engineer.

- The Contractor shall perform all work under the intent of these Plans and Specifications. Any requirements in any document will be followed if desirable whether or not it appears in all. If the Contractor fails to call omissions or conflicting statement to the attention of the Engineer prior to submission of the proposal, he agrees thereby to abide by the decision of the Engineer regarding same.
- The intent of the Drawings and Specifications is to outline and control the Work in a manner, which will result in a complete and finished product. Any omissions in the Plans and Specifications pertinent to the requirements of the specified items are unintentional. If any are found, the Contractor will be expected to perform the Work in a workmanlike manner to achieve the intent as stated above, at no additional cost to the County.
- Should the Engineer or his authorized representative observe Specification non-compliance on any item at any time during the Contract, the Contractor will be informed and the Contractor will be required to correct such Work to the satisfaction of the Engineer.
- Any equipment brought into the Work, which in the opinion of the Engineer or his representative, is so worn or in such condition of disrepair as to cast severe doubt upon its ability to perform Specification Work will not be allowed to perform Work on the project. There will be no cost to the County for this equipment. If the rejection of this equipment delays the project, it will not be justification for an approved extension.

00150.35(c) Number and Size of Drawings -

(1) Paper Submittal - replace both # of copies with "one copy" and change plan size from 36 to 34

Modify the following Subsection:

(2) Electronic Submittal - For electronic submissions, contact the Engineer.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Add the following subsection:

00170.00 General - Add the following:

The Contractor shall at all times keep informed of, observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the work including but not limited to the following which are incorporated by this reference:

- A. ORS 279C.500 ("Person" defined).
- B. ORS 279C.505 (Conditions concerning payment, contributions, liens, withholding, drug testing)
- C. ORS 279C.510 (Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching)
- D. ORS 279C.515 (Conditions concerning payment or claims by public officers, payment to persons furnishing labor or materials and complaints).
- E. ORS 279C.520 (Condition concerning hours of labor).
- F. ORS 279C.525 (Provisions concerning environmental and natural resources laws; remedies).
- G. ORS 279C.530 (Condition concerning payment for medical care and providing workers' compensation).
- H. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- I. ORS 279C.540 (Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules).
- J. ORS 279C.545 (Time limitation on claim for overtime; posting of circular by contractor).
- K. ORS 279C.550 ("Retainage" defined).
- L. ORS 279C.555 (Withholding of retainage).
- M. ORS 279C.560 (Form of retainage).
- N. ORS 279C.570 (Prompt payment policy; progress payments; retainage; interest; exception; settlement of compensation disputes).
- O. ORS 279C.580 (Contractor's relations with subcontractors).
- P. ORS 279C.600 & ORS 279C.605 (Notice of Claim Against Bond)
- Q. Contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385.
- R. Contractor's certification that all subcontractors performing work described in ORS 701.005(2) (i.e. construction work) will be registered with the Construction Contractors Board before the subcontractors commence work under the contract.
- S. ORS 279C.800 (Definitions for ORS 279C.800 to 279C.870).

- T. ORS 279C.805 (Policy).
- U. ORS 279C.810 (Exemptions).
- V. ORS 279C.815 (Determination of prevailing rates of wage; providing information to commissioner).
- W. ORS 279C.820 (Advisory committee to assist commissioner).
- X. ORS 279C.825 (Fees; rules).
- Y. ORS 279C.830 (Contractual provisions regarding prevailing rates of wage and fee for administration of law).
- Z. ORS 279C.835 (Notifying commissioner of public works contract).
- AA. ORS 279C.840 (Payment of prevailing rate of wage; posting of rates and fringe benefit plan provisions).
- BB. ORS 279C.845 (Certified statements regarding payment of prevailing rates of wage).
- CC. ORS 279C.850 (Inspection to determine whether prevailing rate of wage being paid; civil action for failure to pay prevailing rate of wage or overtime).
- DD. ORS 279C.855 (Liability for violations).
- EE. ORS 279C.860 (Ineligibility for public works contracts for failure to pay or post notice of prevailing rates of wage; certified payroll reports to commissioner).
- FF. ORS 279C.865 (Civil Penalties).
- GG. ORS 279C.870 (Civil action to enforce payment of prevailing rates of wage).
- HH. ORS 187.010 ((Legal holidays; acts deferred to next business day; effect on labor agreements)

Add the following subsection:

00170.60 Safety, Health and Sanitation Provisions - Add the following paragraphs:

The Contractor shall comply with all requirements and regulations of the Occupational Safety and Health Act and the State of Oregon Occupational Safety Regulations.

The Contractor shall provide and maintain a portable toilet at the project site of each unit of work for use by project personnel. Keep toilet areas in a clean and sanitary condition. Each toilet shall have both a toilet seat and a urinal. No separate payment will be made for providing and maintaining the toilet at the project site.

Add the following three (3) subsections:

00170.62 Labor Nondiscrimination - Add the following paragraph:

Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the Department its sub-recipients, consultants, and contractors on the basis of age, disability, race, color, national origin, sex, or

income status may bring forth a complaint of discrimination under Title VI and related statutes to the Oregon Department of Transportation, Office of Civil Rights, 355 Capitol Street NE, Salem, Oregon 97301, (503) 986-3169.

Add the following two Subsections:

00170.62(a) Contractor Labor Nondiscrimination - 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 Title 49 CFR Part 26 in the award and administration of Federal-aid 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 County deems appropriate.

00170.62(b) Disadvantaged Business Enterprise (DBE) Obligations -The contractor, in coordination with State and County, shall agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contractors and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR. part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR. Part 26, in the award and administration of such contracts. Failure to carry out these requirements is a material breach of this contract and may result in the termination of this contract or such other remedy as deemed appropriate by the Agency.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects - Replace this subsection, except for the subsection number and title, with the following: **Delete second entry of 00170.65**

Add the following:

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70(a) Insurance Coverages -

Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)
Employee Liability	\$500,000	(aggregate limit not required)

The Liability insurance coverage, except professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and County and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- The State of Oregon and its Department of Transportation, The Oregon Transportation Commission and their members, agents, officers, and employees
- Linn County and its officers, agents, and employees
- Linn County Board of Commissioners

Add the following subsection:

00170.70(e) Notice of Cancellation or Change - Replace this subsection, except for the subsection number and title with the following:

There shall be no cancellation, material change, potential exhaustion of aggregate limits of non-renewal of insurance coverage(s) without (30) days written notice from the Contractor or its insurer(s) to State and County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

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

- The State of Oregon and its Department of Transportation, The Oregon Transportation Commission and their members, agents, officers, and employees
- Linn County and its officers, agents, and employees
- Linn County Board of Commissioners

00170.79 Third Party Beneficiary - Replace this subsection, except for the subsection number and title, with the following:

The State of Oregon and its Department of Transportation are a third party beneficiary of the Contract.

SECTION 00180 - PROSECUTION AND PROGRESS

00180.21(d) Terms of Subcontracts - In the paragraph that begins "As required by ORS 279C.800 through ORS 279C.870" add the following bullets:

- The FHWA Form 1273 "Required Contract Provisions, Federal-Aid Construction Contracts" must be physically incorporated, not by reference; and
- Buy America provisions.

Replace colons in bulleted items with semicolons.

00180.21(g) Mentor-Protégé Agreement - Delete this subsection

00180.40(b) On-Site Work Fill in the blank with:

until a preconstruction meeting has been held

00180.40(c) Specific Limitations Delete subsections that are not included in the specials

Replace this subsection:

00180.41 Project Work Schedules - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall prepare and submit a schedule of the proposed work from start to completion, satisfactory to the Engineer, at the pre-construction conference.

The schedule shall include the following:

- Time interval [start and completion date] contemplated for each stage of construction
- Equipment to be used
- Materials and their sources, including mix designs when appropriate
- Sub-contractors expected to be used.

The Contractor shall be responsible for notifying property owners and effected persons five business days prior to commencing work that impacts ingress or egress of property included in this project.

The Contractor shall provide a revised schedule to the Engineer, as needed, to allow five business days notice of changes.

The Contractor shall notify each property owner, in writing, as required, a minimum of 24 hours in advance if deviating from the latest schedule. The notification shall include the following:

- Contractor's phone number
- Rescheduled date of work

- The Linn County web site address (<http://www.co.linn.or.us/roads/Roads.asp>) from which updated project scheduling will be available.

Add the following paragraph to the end of the subsection:

00180.85(b) Liquidated Damages

Inclement weather encountered will not be considered a reason for further time extension to complete any of the remaining work after the completion date nor reason for any waiver of liquidated damages unless specifically allowed by the Engineer.

SECTION 00195 - PAYMENT

Modify the following subsection:

00195.11 Fuel Cost Price Escalation/De-escalation - No pay items under this Contract qualify for the fuel escalation/de-escalation program.

Add the following subsection:

00195.50(b) Retainage - Delete the paragraph beginning "The amount to be retained..." and replace with the following paragraph:

The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below.



ROADWAY ENGINEERING DESIGN EXCEPTION REVIEW

Page 1 of 1

Review Date:	March 3, 2011
Control No:	15477-01
Reviewer:	Rich Crossler-Laird

Project Name:	Brownsville OR 228 Gateway Project
----------------------	------------------------------------

DETAILS

Unless noted the project data provided on Design Exception Form is complete and accurate:
Heading and project data appear complete

RECOMMENDED ACTION

Design Exception: Lane Width of 11'

Approval
Rejection

Justification for recommendation of rejection:

Additional Comments:

This project is implementing a cross-section for the Brownsville Downtown Gateway Plan that was approved in 2005 as part of the local TSP. Linn County, Region 2 Roadway and Roadway Technical Services have been collaborating to refine the curb-to-curb cross-section to the proposed 14' median width, 11' travel lane width and 6' bike/shoulder width. The original section included a 13' median for the Gateway section. However, since curb and an 18" concrete gutter is to be used for the shoulder leaving only 4.5' of unobstructed asphalt for bicycle travel, it was determined to widen the median to 14'. Widening the median by 1' will allow some additional room for turning vehicles next to the 11' through lane. This section provided some additional width while still remaining outside the constraints of the potential hazmat areas. The proposed section is not anticipated to cause any safety or operational problems. The section as a whole accommodates vehicles that currently use the roadway, while providing the gateway treatment that the city is attempting to create.

**OREGON DEPARTMENT OF TRANSPORTATION
DESIGN EXCEPTION REQUEST**

For Roadway Section Office use only	
Control No.:	15477-01

Section Name:	Brownsville OR 228 Gateway Project	Route No.:	OR228
Highway Name:	Halsey-Sweet Home	Highway No.:	0212
County Name:	Linn	Region:	2
		Key No.:	15477
		EA No.:	C2221909

PROJECT DATA

Functional Classification:	Minor Arterial		
Current ADT (Year):	4300 (2007)	Design ADT (Year):	6325 (2027)
% Trucks:	13.75%	Freight Route:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Posted Speed:	35	Design Speed:	40
		Bid Date:	March 18, 2011
Funding:	Transportation Enhancement Grant		
Current Estimate:	\$836,000	Additional Cost to Meet Standard:	See Comments Below
Cost over \$5 M :	Yes <input type="checkbox"/>	Design Standard	3R <input type="checkbox"/>
Cost over \$1 M :	Yes <input type="checkbox"/>		4R <input checked="" type="checkbox"/>
		SIP Category:	(1-5) 2
NHS:	<input type="checkbox"/>	Federal Highway Approval Required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Non NHS:	<input checked="" type="checkbox"/>		

Design Exceptions		
<input type="checkbox"/> Design Speed	<input type="checkbox"/> Pavement Cross Slope	<input type="checkbox"/> Design Life and V/C Ratio
<input checked="" type="checkbox"/> Lane Width	<input type="checkbox"/> Superelevation	<input type="checkbox"/> Bike Lane/Multi-Use Path Width
<input type="checkbox"/> Shoulder Width/Shy Distance	<input type="checkbox"/> Clear Zone	<input type="checkbox"/> Sidewalk Width
<input type="checkbox"/> Bridge Width	<input type="checkbox"/> Structural Capacity	<input type="checkbox"/> Median Width
<input type="checkbox"/> Horizontal Alignment	<input type="checkbox"/> ADA Standards	<input type="checkbox"/> Parking Width
<input type="checkbox"/> Vertical Alignment	<input type="checkbox"/> Spiral Length	<input type="checkbox"/> Diagonal Parking
<input type="checkbox"/> Grade	<input type="checkbox"/> Superelevation Runoff	<input type="checkbox"/> Bridge Rail
<input type="checkbox"/> Stopping Sight Distance	<input type="checkbox"/> Pavement Design Life	<input type="checkbox"/> Vertical Clearance
<input type="checkbox"/> Interchange Spacing		<input type="checkbox"/> (Other)

Description of Exception:

The segment of highway classification in the 2006 Amended Oregon Highway Plan is a District level highway, Non-NHS, Non-Freight, Non Truck Route, and a Scenic Byway. The Highway Design Manual lists the segment's functional classification as a Rural Minor Arterial. As per the Oregon Highway Plan, page 57, ODOT 4-R/UBA design standards apply to this segment with a posted speed of 35 mph and a design speed of 40 mph.

LANE WIDTH: A reduced lane width of 11 feet from the ODOT standard 12 feet is requested for the travel lanes. This section is 825 feet long.

Description of Project (From Prospectus):

A transportation enhancement (TE) grant was awarded to Linn County for sidewalk development of the Brownsville Downtown Gateway along the Halsey – Sweet Home Highway (OR228). Proposed street improvements to OR228 and Main Street are planned to be consistent with the Brownsville Downtown Gateway Plan (adopted May 2005). This plan identifies three distinct sections along the highway described as "gateway", "transition" and "rural" areas. This project proposes to install new sidewalks, raised medians,

**OREGON DEPARTMENT OF TRANSPORTATION
DESIGN EXCEPTION REQUEST**

marked crosswalks, landscaping, and lighting to establish the "gateway" section of the highway between Washburn and Templeton Streets on OR228.

Currently, traffic on OR228 often speeds through the unattractive south side of Brownsville, encouraged by the wide and open 60 foot road cross section. The proposed improvements are intended to provide traffic calming and would attract visitors into the historic section of downtown Brownsville on the north side of the Calpoopia River, spurring economic opportunities with increased tourism. Along Main Street, the project will remove existing sidewalk and create a buffer strip from the roadway for street trees and ornamental lighting. At the intersection of OR228 and Main Street the project will place new gateway signage identifying the City of Brownsville and install marked crosswalks.

Location of Design Feature:

1) **LANE WIDTH:** The reduced lane width is for the entire length of the project improvements on OR228 from Sta. 822+25 to Sta. 814+00 (825 feet long). This is consistent with the gateway limits defined by the Brownsville Downtown Gateway Plan (adopted May 2005) that were established at approximately one block west of Washburn and one block east of Templeton Street (MP 6.12 to MP 6.29).

Crash History & Potential: (Specifically as it applies to requested exception)

The existing segment of OR228 is identified as a Safety Investment Program (SIP) Category 2 which indicates 1 to 2 fatal and serious injury crashes per 5 mile segment over a 3 year period (2007-2010). No Safety Priority Index System (SPIS) locations were identified in the project limits. Four accidents were reported during the period of Jan 2006 to Dec 2009 between MP 5 and MP 7. Two of these accidents are rear end and one was a turning collision, and the fourth is categorized as other.

LANE WIDTH: The existing section is striped with a 13 foot continuous left turn lane. Although the highway has a high percentage of trucks, it is not a freight route nor is it listed as a part of the National Highway System (NHS). Individual permits are required for 14 foot wide loads on the highway. No additional crash potential is anticipated with narrower travel lanes as full standards are being constructed in the adjacent features (median width 14ft, and shoulder width 6 ft) to accommodate turning movements and bicyclists.

Reasons For Not Attaining Standard: (Such As Cost/ Benefit, Crash History, Environmental, Etc.)

LANE WIDTH: Throughout the project limits several potentially hazardous material sites have been identified that may expose contaminated materials during construction. Avoiding acquisition of additional property for the roadway improvements will minimize the risk of exposing contaminated soils. One site is located on the SW corner of Washburn and Hwy 228 adjacent to a known hazardous site with four existing monitoring wells.

Effect on Other Standards:

Standard continuous left turn median width of 14 feet will be provided to offset a narrower travel lane. A 6 foot shoulder will be provided for bicyclists as a result of the 18" curb and gutter section being constructed for storm drainage leaving them with a width of 4.5 ft of unobstructed asphalt.

Compatibility with Adjacent Sections:

The highway has 12 foot travel lanes for miles in the rural section heading east from Halsey to Brownsville and for miles in the rural section leaving Brownsville headed to Sweet Home. A majority of that section appears to have 4 foot existing shoulders. Future plans in the Brownsville Downtown Gateway Plan (adopted May 2005) include a transition area of approximately 1000 feet leaving the rural two lane section prior to entering the "gateway" area. The transition aims to facilitate a change in character for the driver. The proposed typical in the Brownsville Downtown Gateway Plan for the "transition area" is 14 foot median and 12 foot travel lanes, with shoulders and curb tight sidewalk.

**OREGON DEPARTMENT OF TRANSPORTATION
DESIGN EXCEPTION REQUEST**

Probable Time before Reconstruction of Section:

No anticipated project is planned for in the next STIP cycle, and is not likely to be reconstructed in the next 15-20years.

Mitigation For Exception Included In Design:

Multiple strategies are being included to provide an obvious change in roadway character for the driver to develop the "gateway" section including a buffer strip with ornamental lighting and street tree plantings. The curb and gutter section construction for storm drainage and construction of two landscaped raised medians entering the area will also add an additional element of roadway constriction for the driver.

Supporting Documentation (Include the appropriate Plan Section, Cross Section, Alignments Sheets & Plan Details):

1. Design Exception Diagram Plan Sheets 1 and 2.
2. Executive Summary, Figure & Photos from Hazmat Report (Nov. 11, 2010) detailing location of potential sources of contaminated material and monitoring wells.
3. Figures from Brownsville Downtown Gateway Plan (May 2005) planning document.

**OREGON DEPARTMENT OF TRANSPORTATION
DESIGN EXCEPTION REQUEST**

Signatures

Prepared By: _____

[Redacted Signature]

Date: 2/22/2011

(Engineer of Record)

Print Name:	Charles R. Knoll, PE	Phone:	541-967-3919
Company Name:	Linn County Engineer, Linn County Road Department		
Company Address:	3010 Ferry St. SW		
City:	Albany	ST:	OR
		Zip:	97322

Concurred By: _____

[Redacted Signature]

Date: 2/23/11

(ODOT Program Manager: Area Manager, District Manager, BDU, Private Public Partnerships, Local Government)

(Print Name)

Concurred By: _____

[Redacted Signature]

Date: 2/23/11

(ODOT Region Tech Center Manager or Region Roadway Manager)

EDWARD CANTRELL

(Print Name)

Approved By: _____

[Redacted Signature]

Date: 3-7-11

(State Roadway Engineer)

BOB PAPPE

(Print Name)

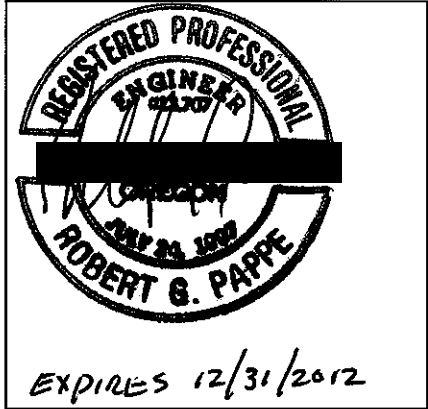
PREPARED BY:

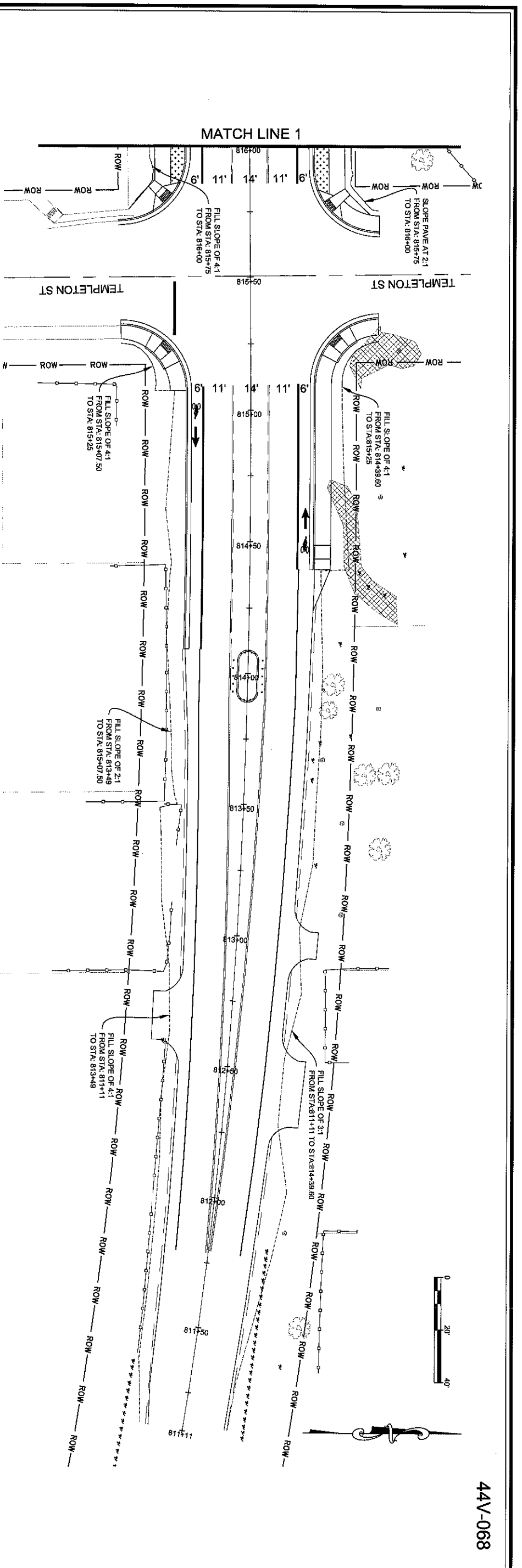
**ENGINEER OF RECORD
PROFESSIONAL
ENGINEER STAMP**



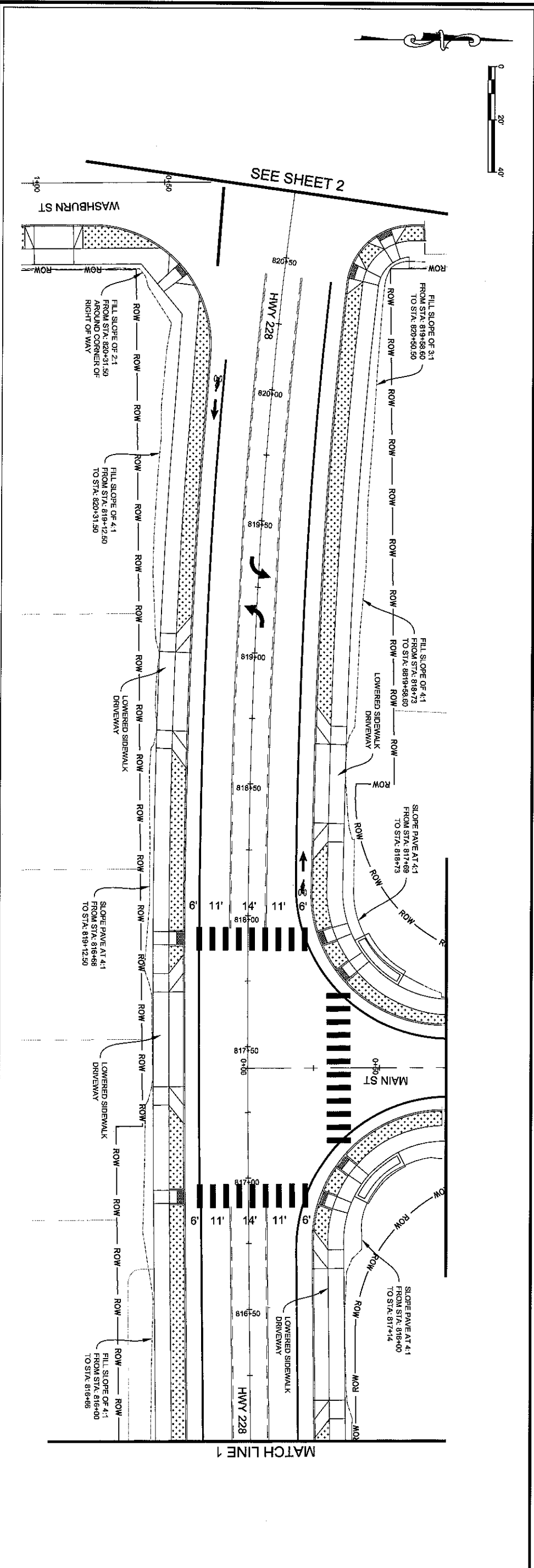
APPROVED BY:

**STATE ROADWAY ENGINEER
PROFESSIONAL
ENGINEER STAMP**





44V-068



OR228 & MAIN ST SIDEWALK/
LANDSCAPE (BROWNSVILLE)
DESIGN EXCEPTION DIAGRAM
HWY 228 STA: 811+11 TO STA: 820+75

ROAD NO: CR0425	PROJ. NO: CR085	DATE: 2/10/11
DESIGNED BY: D. MALONE	CHECKED BY: CRK	
DRAFTED BY: D. MALONE	REVIEWED BY: CRK	

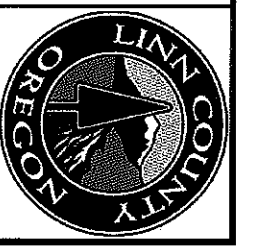
SCALE: 1" = 20'
SHEET 1

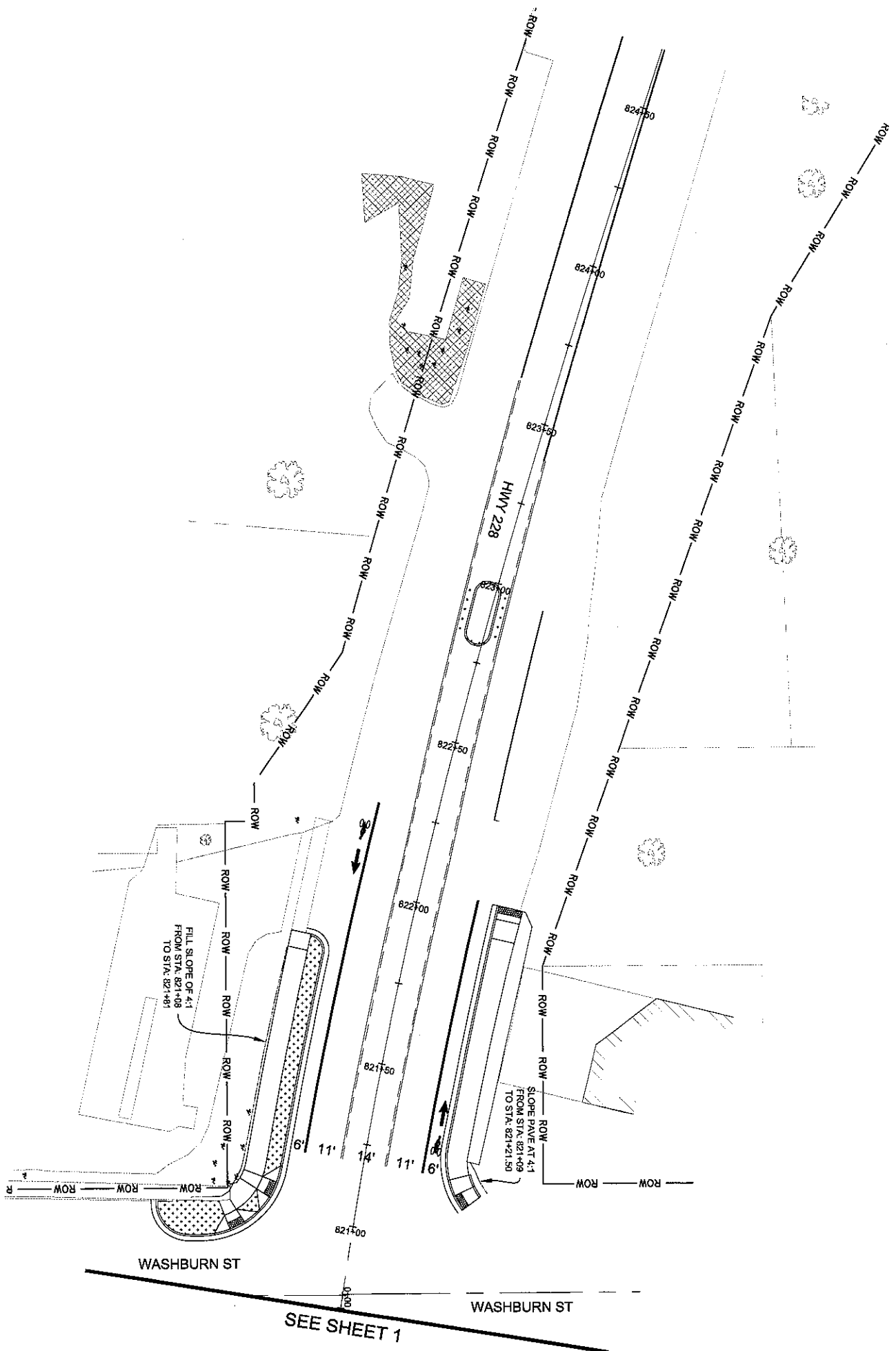
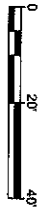
REGISTERED PROFESSIONAL ENGINEER
EXPIRES 6/30/11
CHARLES RYAN KNOLL
OR0808 22 1231

NO.	REVISION

COUNTY COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

ROADMASTER
DARRIN L. LANE
COUNTY ENGINEER
CHARLES R. KNOLL





44V-068



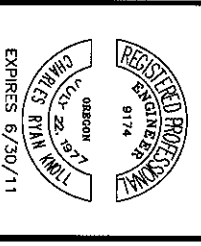
LINN COUNTY
ROAD DEPARTMENT
 3010 FERRY STREET SW
 ALBANY, OREGON 97322
 PHONE: (541) 967-3819
 FAX: (541) 924-0202
 E-MAIL: Roaddep@co.linn.or.us

ROADMASTER
 DARRIN L. LANE

COUNTY ENGINEER
 CHARLES R. KNOLL

COUNTY COMMISSION
 ROGER NYQUIST
 CHAIRMAN
 JOHN LINDSEY
 WILLIAM TUCKER

NO.	REVISION



OR228 & MAIN ST SIDEWALK/ LANDSCAPE (BROWNSVILLE) DESIGN EXCEPTION DIAGRAM
HWY 228 STA: 820+75 to STA: 823+75

ROAD NO: CR0425 | PROJ. NO: CR085 | DATE: 2/10/11
 DESIGNED BY: D. MALONE | CHECKED BY: CRK
 DRAFTED BY: D. MALONE | REVIEWED BY: CRK

SCALE: 1" = 20'
 SHEET 2

Hazardous Materials Corridor Study

**OR228 & Main Street Sidewalk/Landscape (Brownsville)
Brownsville, Oregon; Linn County
Linn County Road Department
Township 14 South, Range 3 West, Section 1
Township 14 South, Range 2 West, Section 6**

November 11, 2010

Prepared by:

Ryan Tobias

Cascade Earth Sciences

3511 Pacific Boulevard SW
Albany, Oregon 97321

Executive Summary

Cascade Earth Sciences (CES) conducted a Hazardous Materials Corridor Study for the OR228 & Main Street Sidewalk/Landscape (Brownsville Gateway) Project (herein referred to as the Project). The purpose of the assessment was to identify potential environmental conditions (sources of hazardous materials or contaminated media) that could impact Project construction.

The Corridor Study identified the following potential environmental conditions that could impact the proposed construction or right of way acquisitions:

- The Brownsville Body Shop at 105 E. Bishop Way (OR228) is listed as an active Oregon Department of Environmental Quality (ODEQ) leaking underground storage tank (LUST) facility. Petroleum contamination was documented in shallow groundwater and soils at the property in 1998. The lateral extent of the contamination is currently unknown, and the exact source has not been verified. However, shallow soils at the property near the Project Corridor appeared to contain low concentrations of petroleum hydrocarbons.
- Jerry's Chevron at 203 W. Bishop Way is also listed as an active ODEQ LUST facility. Elevated concentrations of petroleum hydrocarbons have been documented in shallow soils and groundwater near the Project Corridor at OR228 and Washburn Street. Moreover, free product was identified in shallow groundwater, indicating a release may be ongoing at the facility. Based on the elevated concentrations of petroleum hydrocarbons in the subsurface near OR228 and Washburn Street, the Project Corridor may be adversely impacted by the Jerry's Chevron service station. However, recent excavation activity by the City of Brownsville north of the property did not encounter any contaminated media in the shallow subsurface.
- Petroleum contamination was identified in 2007 by City of Brownsville (City) contractors during sewer line construction near the northwest intersection of OR228 and Washburn Street. The contamination appeared to extend 30 feet north and less than 10 feet south from OR228, and continued 100 feet west of the intersection. Depth of contamination ranged from 4 to 15 feet below ground surface. Following discovery of the contamination, petroleum-contaminated soil (PCS) was segregated and approximately 400 to 500 cubic yards of material was stockpiled at the City's Public Works maintenance facility. Available records indicated the extent of the contamination was identified and removed during construction activities.
- Several former service stations operated adjacent to the Project Corridor at various dates between 1936 and the mid-1970's.
 - Available aerial photographs, Linn County Assessor's Office records, and interviews with City personnel indicated the property at 221 West Bishop Way (Central Linn Video) was used as a service station and truck repair shop from at least 1963 to the mid-1970's.
 - Available aerial photographs and interviews with City personnel identified an apparent service station adjacent to the south of the intersection of OR228/Main

Street, east of the current Assembly of God Church (near 100-107 Bishop Way) from at least 1948 to 1971.

- Available aerial photographs indicated a possible service station operated just south of the Dari-Mart at 220 Main Street from at least 1948 to the late 1950's.
- Sanborn Fire Insurance Maps documented an automobile repair shop and underground gasoline tank northwest of the intersection of Washburn Street and OR228 in 1921. In addition, City personnel indicated a former service station also reportedly operated at this property until the mid-1970's. The current occupant of the property is the Brownsville Car Wash (204 Bishop Way).
- Sanborn Fire Insurance Maps documented a service station at the property at 313 Washburn Street (current Assembly of God) in 1931.

Based on these findings, CES recommends the following:

- During the 1998 investigation at the Brownsville Body Shop, groundwater was measured at about 11 feet below ground. Additionally, no soil contamination was encountered in borings GP-3 or GP-4, which were located nearest the proposed right-of-way construction areas. Furthermore, the limited projected vertical excavation below ground for curb, gutter, and sidewalk construction would not likely result in contacting shallow groundwater. As such, possible groundwater contamination under Bishop Way (OR228) and Main Street should not pose an environmental threat to construction activities. Nonetheless, construction workers should be notified of the possible presence of petroleum contamination in the subsurface, potential exposure risks, and recommended personal protective equipment (PPE). Moreover, if visual or olfactory evidence of contamination is discovered during construction activities, ODEQ will need to be notified and contaminated media will need to be handled and disposed in accordance with applicable ODEQ regulations.
- The Project Corridor near the intersection of OR228 and Washburn Street may be adversely impacted by the Jerry's Chevron service station. However, recent shallow excavation by the City did not encounter apparent petroleum contamination. Notwithstanding this, construction workers should be notified of the possible presence of petroleum contamination in the subsurface, potential exposure risks, and recommended PPE. If visual or olfactory evidence of contamination is discovered during construction activities, ODEQ will need to be notified and contaminated media will need to be handled and disposed in accordance with applicable ODEQ regulations.
- The source of the petroleum contamination at the intersection of OR228 and Washburn Street is unknown, although the presence of the Jerry's Chevron facility in the apparent upgradient direction could explain the source of the PCS discovered during trenching activities. In addition, the presence of the Brownsville Car Wash, former automobile repair shop, and reported service station adjacent to the northwest of the intersection of OR228 and Washburn Street may be indicative of potential contamination. Nonetheless, the PCS encountered in 2007 appears to have been remediated and should not affect Project construction activities. However, construction workers in this area should be notified of the former presence of petroleum contamination in the subsurface, potential exposure risks, and recommended PPE.

- Construction workers should be notified of the possible presence of petroleum contamination in the subsurface near former service stations at 221 West Bishop Way (Central Linn Video); 100-107 Bishop Way (vacant building and Brownsville Animal Clinic) south of the intersection of OR228 and Main Street; 220 Main Street (Dari Mart); and 313 Washburn Street (Assembly of God). Although Project construction activities will likely not exceed to a depth where petroleum contamination would be encountered, construction workers should be informed of potential exposure risks, and recommended PPE. If visual or olfactory evidence of contamination is discovered during construction activities, ODEQ will need to be notified and contaminated media will need to be handled and disposed in accordance with applicable ODEQ regulations.
- In the event PCS is encountered in any of the above-mentioned areas of the Project Corridor, samples of the material should be collected to identify possible health risks to construction workers. The lowest ODEQ risk-based concentration for gasoline range hydrocarbons is 28 milligrams per kilogram (mg/kg), and the lowest ODEQ soil matrix cleanup level for diesel fuel range hydrocarbons is 100 mg/kg. Handling options may vary, but disposal at an ODEQ approved facility (i.e., Coffin Butte Landfill in Corvallis) may be the timeliest alternative. Storage, treatment, and/or aeration would require ODEQ approval and potential air quality and soil waste permits.

If the scope of the Project changes to include additional excavation or right of way acquisition, please contact the Region HazMat Coordinator.



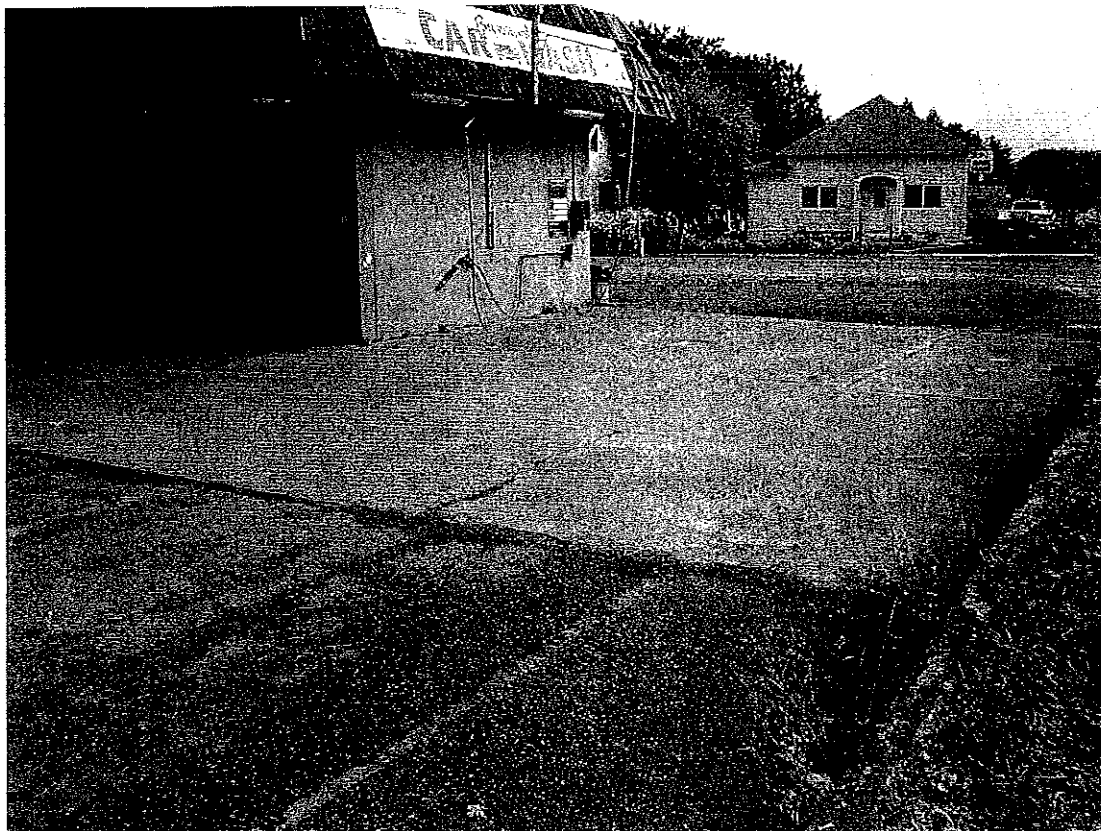
Photograph 5. Looking south from OR228 toward AST at J & S Supply.



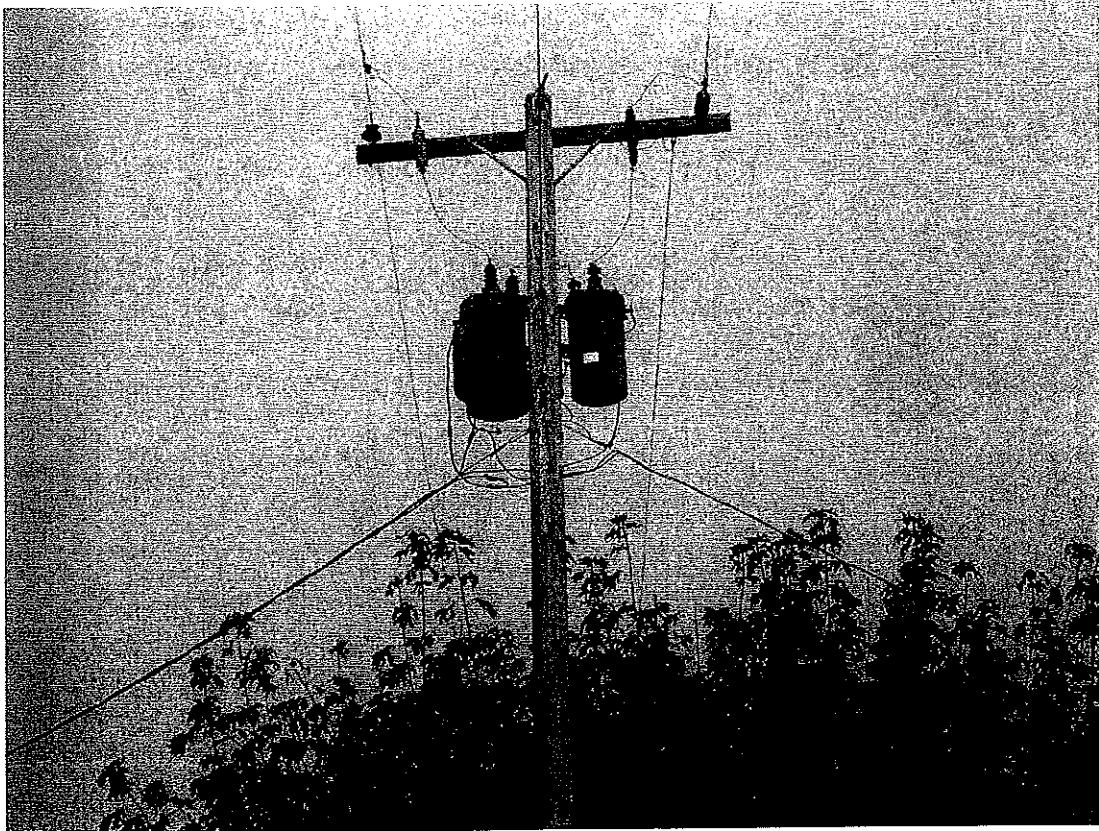
Photograph 6. Chevron station southwest of the intersection of OR228 and Washburn Street.



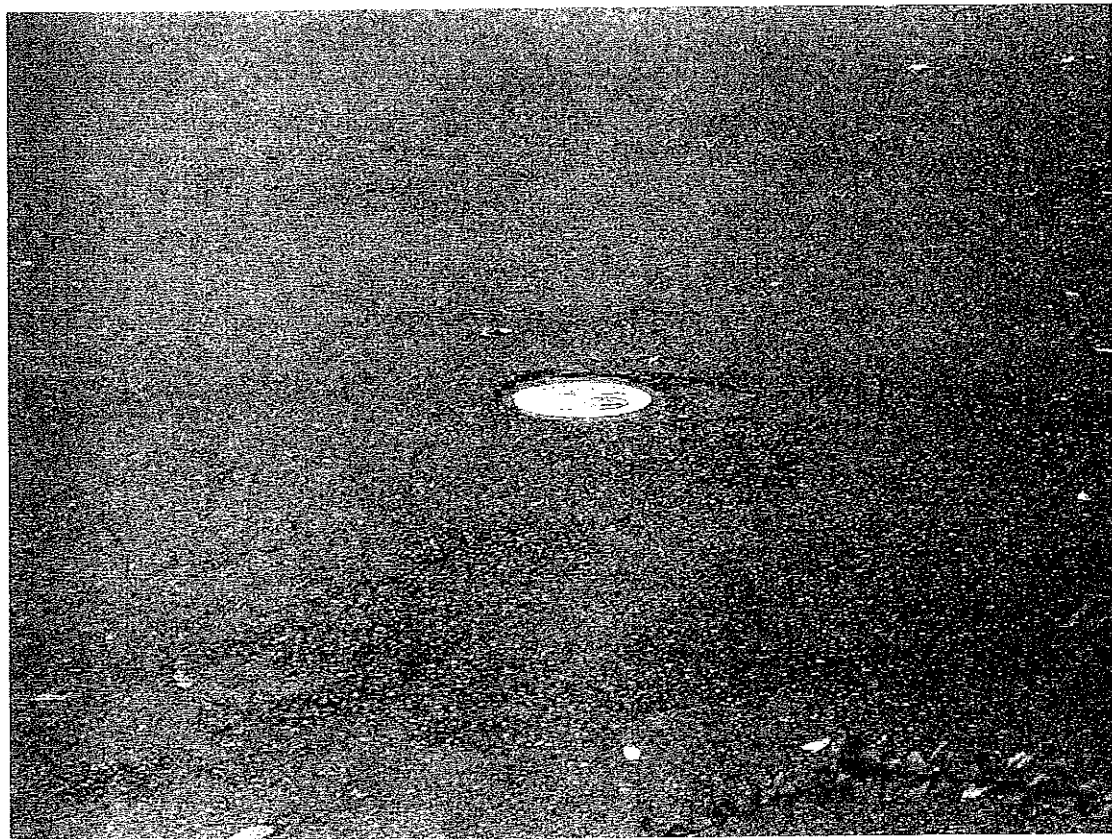
Photograph 9. Looking west toward Car Wash (former auto repair shop - 1920).



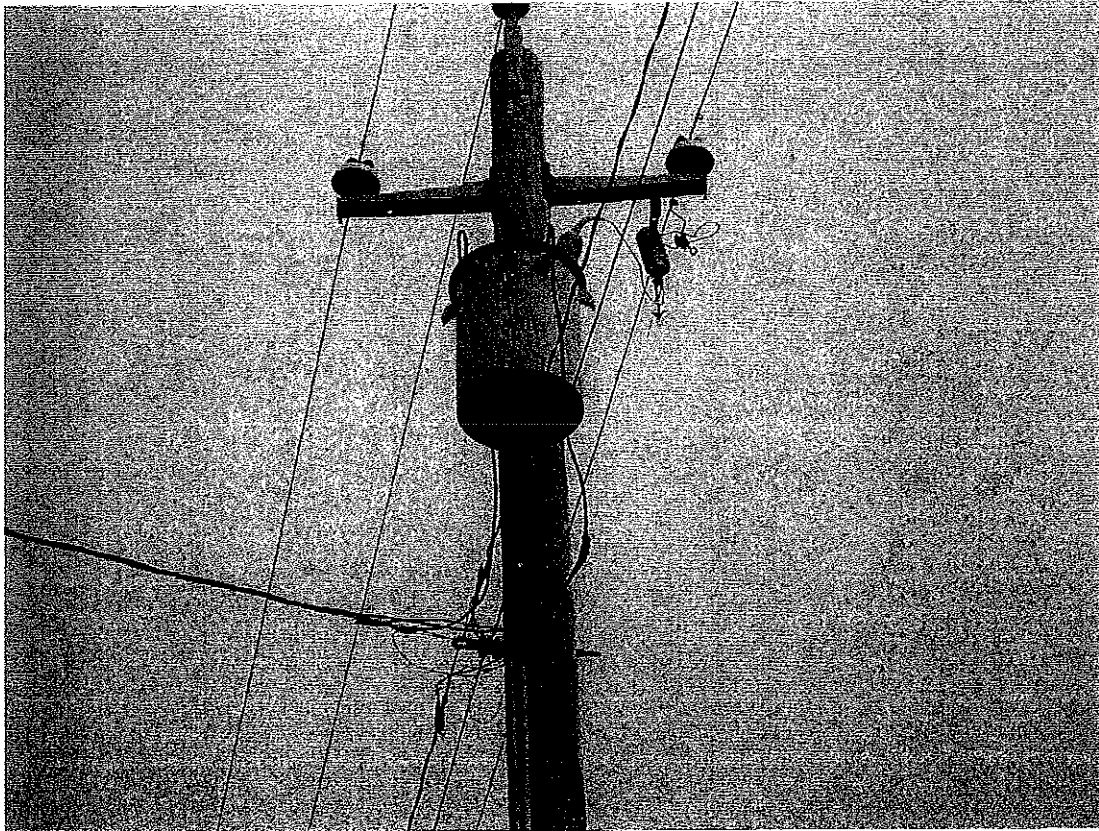
Photograph 10. Drain in the hand wash area of the Brownsville Car Wash.



Photograph 11. Pole mounted transformer along OR228 .



Photograph 12. Groundwater monitoring well at the Chevron station south of the Project Corridor.



Photograph 13. Pole mounted transformer along Main Street with no sticker.



Photograph 14. Lighting adjacent to the east of Main Street in the Project Corridor.



Photograph 15. Looking west at the approximate location of a former service station at the intersection of OR228 and Main Street.



Photograph 16. Former truck repair shop adjacent to the south of OR228 at 221 Bishop Way.

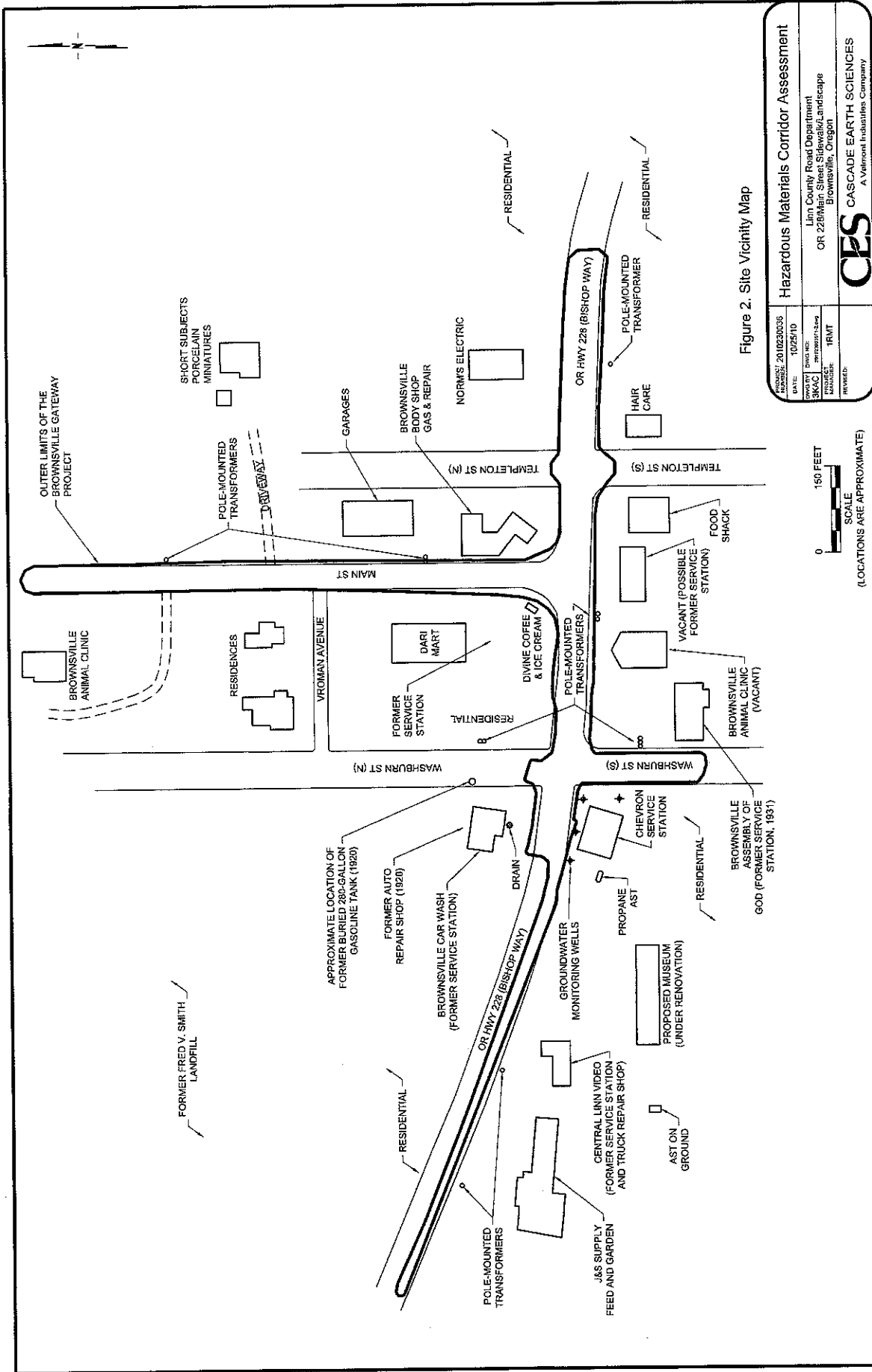


Figure 2. Site Vicinity Map

PROJECT: 2010230036		DATE: 10/25/10	
NUMBER:	1023/10	Drawn By:	amw/2010/10/25
Drawn By:	amw/2010/10/25	Checked By:	TRMT
PROJECT:	TRMT	REVIEWED:	
Hazardous Materials Corridor Assessment Linn County Road Department OR 228/Main Street, Sidewalk/Landscape Brownsville, Oregon CES CASCADE EARTH SCIENCES A Vehtom Industries Company			



2 RECOMMENDATIONS

The recommendations in this section are grouped as follows:

- OR 228 Highway Design
- OR 228/Main Street Intersection Design
- Gateway Design (OR 228/Main Street)
- Main Street Design (OR 228 to the Calapooia River)
- Access Management Recommendations
- Bicycle and Pedestrian Circulation

Some of the recommendations in this plan are based on concepts initially proposed in the 2003 ODDA report for Brownsville. This plan further develops those concepts through technical analysis and conceptual design.

OR 228 HIGHWAY DESIGN

Three Cross-Sections to Reflect Adjacent Land Uses

Three different cross sections for OR 228 are recommended, to reflect the different conditions of the highway within the City of Brownsville, as described below. The cross sections are illustrated in Figure 4 and the extent of each is illustrated in Figure 5.

- **Gateway Area** – The Gateway Area cross-section applies to OR 228 from about one block west of Washburn Street and about one block east of Templeton Street. The cross-section includes sidewalks, a landscape buffer, bike lanes, and narrower travel lanes and left turn lanes. The land use in this area is almost exclusively commercial and lends itself to aesthetic treatments and slower traffic to support the gateway entrance into the city. This area is discussed in detail in the OR 228/Main Street Intersection Design section below.

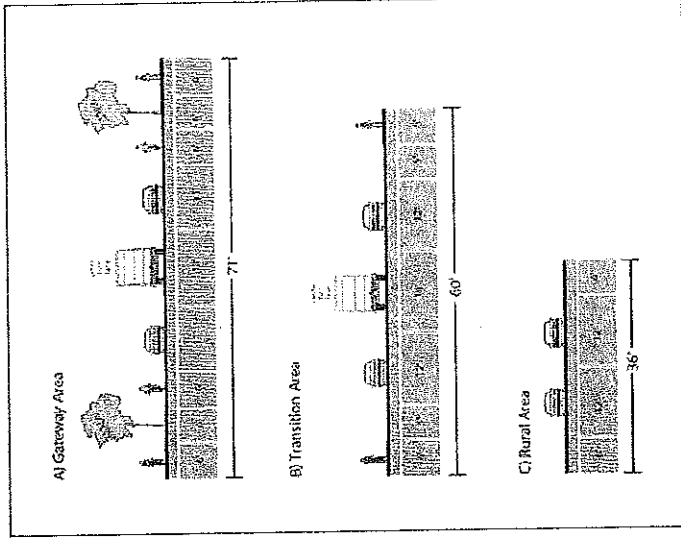


FIGURE 4
OR 228 Cross Sections

- **Transition Area** – The Transition Area cross-section applies to the area that connects the core commercial/industrial uses near Main Street with the residential and commercial/industrial uses to the east and west. The design for this segment includes sidewalks without landscape strips and uses standard lane widths. The sidewalks will allow pedestrians to move safely from the edges of the developed area of the city to the gateway area at Main Street.

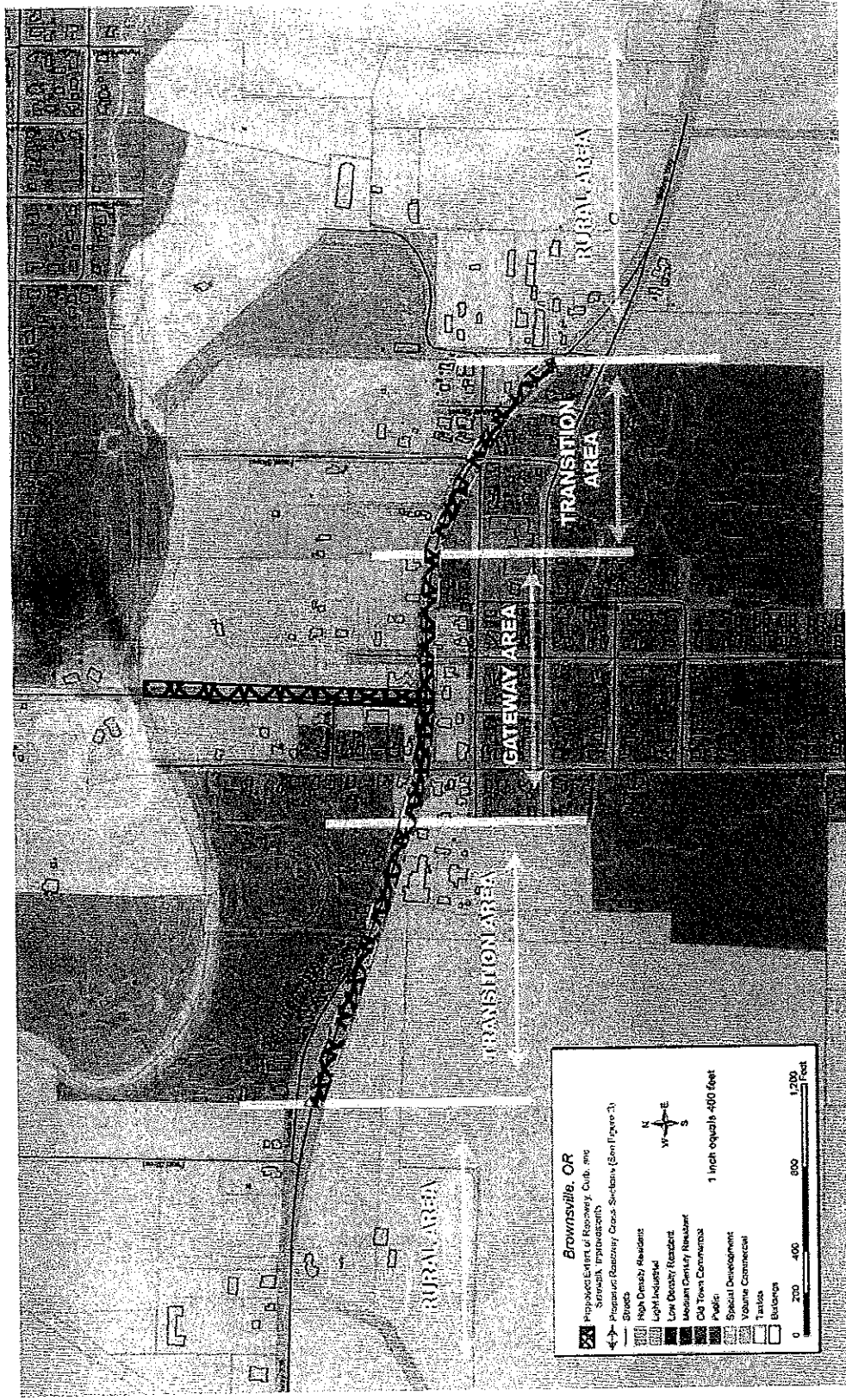


FIGURE 5
OR 228 Roadway, Curb, and Sidewalk Modifications

Linn County Road Department Certified Agency Manual

Section 4

Phase IIB - Bridge Design



CHECKLIST FOR BRIDGE TYPE, SIZE & LOCATION SUBMITTAL

Project: _____

Project No: _____

Bridge/Structure: _____

Designer: _____

PLAN AND ELEVATION DRAWINGS

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alignment & Bearings Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Skew Angles Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stationing Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intersecting Alignment Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Min. & Est. Pile Tip Elev.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clearance Shown (RR, Highway, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Min. Construction Clearances Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Design Loadings Shown or Noted
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rail Transition at Ends Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rail Type and Limits
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rail and Sidewalk Dimensions Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing Structure Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Right-of-Way Shown (Existing & Proposed)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grade Line Diagram Shown and Verified for sight distance requirements
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Elevation Datum Shown & Noted (Verified w/Survey) (NVDG '29, NAVD '88, assumed)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing Ground Lines (3 Line Profile)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	North Arrow Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roadway and Lane Width Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Direction of River Flow Shown (if present)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Riprap Size and Limits Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Traffic Direction Arrows
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing Contours on Found. Data Sht.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Catch Basins (@ low points, off end of bridge)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage Reviewed (min. deck slope > 0.5%)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Luminaires
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Detour Alignment & Structure Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location Map Shown w/Section, Township and Range
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Section Quarter Shown (if Railroad)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Data Table Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Design High Water Mark and Dated Water Elev Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bent Fixity (Free, Exp., Hinge) Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stage Construction Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Span Lengths Shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Road/Railroad Clearances Noted/Diagram

PLAN AND ELEVATION DRAWINGS (continued)

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Typical Section Shown and Includes:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Width
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lane and Shoulder Widths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overlay Type/Depth (ACWS or Conc.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Structure Depth/Girder Type
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rdwy CL (typ. "L" Line)

PRELIMINARY DESIGN DATA

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vicinity Map (Nearest Town Shown)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Report
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Foundation Report
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grade Line Verified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alignment Verified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project Prospectus and Narrative Reviewed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project Folder and Pictures Reviewed

MISCELLANEOUS

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Architectural Details & Treatment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Senior QA/QC review complete
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All details shown ahead on station
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Correct orientation of plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accompanied By/For Ref Only Dwg #s
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bridge #/Extg Bridge #

ESTIMATE

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TS&L Estimate and Quantities Completed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Construction Time Estimate Completed (Optional)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TS&L Narrative Completed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TS&L Estimate/Quantities (Checker)

PLAN AND ELEVATION DRAWINGS (continued)

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Delineated OHW in Plan with Special Linetype
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Delineated Wetlands Shown with Special Linetype

Signature Sign-Offs

Personnel _____ Date _____

Designer/Engineer _____

Project Manager _____

Comments:



CHECKLIST FOR FINAL BRIDGE PLANS, SPECIFICATIONS AND ESTIMATE

Project: _____

Project No: _____

Bridge/Structure: _____

DESIGN DATA

DES CHK N/A

- Review Hydraulic Report
- Review Foundation Report¹
- Grade Line Verified w/roadway
- Alignment verified w/roadway
- Permit requirements met
- Project Folder and Pictures Reviewed

- Bridge Fits/Match Site Grades/Contours

SUPERSTRUCTURE DETAILS

- Deck Elevations Shown and Verified
- Expansion Joint Details
- Camber Diagram Shown
- Build-Up Detail
- Joints Shown and Detailed
- Stage Construction Diagramed (in both directions)
- Pour Schedule Shown
- Concrete Finish Diagram Shown
- Span Lengths Shown
- Rail Details Shown
- Rail Joints/Post Spacing Shown
- Expansion & Score Joints Detailed and Spacing Shown
- Deck Plan Shown (Adequate geometry for layout)

- Deck reinforcement indicated and shown on deck plan
- Typical Section Shown

Includes:

- Overall Width
- Lane and Shoulder Widths
- Superelevation Rate
- Survey Line
- Overlay Type and Depth
- Rail and Sidewalk Dimensions Shown
- Closure Pour
- Structure Depth/Girder Type
- Conduits/Utilities on Bridge
- Girder Spacing

ESTIMATE AND SPECIFICATIONS

- Final Estimate and Quantities Checked
- Final Specifications Checked
- Final Specifications Estimated Quantities Checked
- Drain Pipe Included
- Excavation Included or Noted
- Construction Time Estimate Completed (Optional) by:

PLAN AND ELEVATION DRAWINGS

DES CHK N/A

- Footing Plan Shown
- Alignment & Bearings Shown & Verified
- Skew Angles Shown & Verified
- Bent Fixity (Free, Exp., Hinge) Shown
- Slope Paving Shown
- Bearing Values, Min. & Est. Pile Tip Elev. Verified
- Drainage Reviewed(min. deck slope>0.5%)
- Stationing Shown
- Intersecting Alignment Shown
- Clearance Shown (RR, Highway, etc.)
- Min. Construction Clearances Shown
- Design Loadings Shown or Noted
- Rail Transition at Ends Shown
- Catch Basins (@ low points, off end of bridge)
- Existing Structure Shown
- Utilities Shown and Located
- Right-of-Way Shown (Existing and Proposed)
- Grade Line Diagram Shown and Verified for sight distance requirements
- Nearest Station (if Railroad)
- Elevation Datum Shown and Noted (Verified w/Survey)
- Road/Railroad Clearances Noted/Diagram
- Existing Ground Lines (3 Line Profile)
- General Notes Complete
- Accompanying Dwgs Shown Correctly
- North Arrow Shown
- Architectural Treatment Detailed & Shown and verified rebar clearances
- Roadway and Lane Width Shown
- End Slope Rate
- Direction of River Flow Shown (if present)
- Riprap Size and Limits Shown
- Traffic Direction Arrows
- Existing Contours on Found. Data Sht.
- Detour Alignment and Structure Shown
- Luminaires
- Rail Type and Limits
- Location Map(Nearest Town Shown) w/Section, Township and Range
- Section Quarter Shown (if Railroad)
- Hydraulic Data Table Shown
- Design High Water Elev. Shown
- Delineated Wetlands Shown with Special Linetype
- Delineated OHW in Plan with Special Linetype

SEISMIC

- | DES | CHK | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seismic Design Criteria in General Notes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Calculated Forces due to Plastic Hinging |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Piles meet compact section requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Verify minimum seat requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Increase development length by 25% for main column reinforcement into footings and cross beams. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Proper Seismic Details (ties, Splices, Spirals) column splices (type and location) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cross beam / footing design checked for plastic hinging forces (V, M+, M-). Use a 20% over-strength factor for calculated plastic moments to ensure that hinges form in the column. Check M- and M+ in the adjacent superstructure girders. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Foundation designed for elastic seismic moments (R = 1.0) or plastic moments at the bottom of the footing. For spread footings, 50% of area must remain in contact. Check that piles are able to resist uplift forces. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For flared columns in multiple column bents, provide a gap at the top of column flare and bottom soffit. Only the main column reinforcement should continue on through to cross beam. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Confinement reinforcement Spiral Splices (type and location), Column splices (type and location) |

MISCELLANEOUS

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Advanced Plans Comments Incorporated |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plans Checked by Construction/Field Personnel |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Roadway Geometry Checked w/Bridge |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Roadway Quantity Approximately Verified |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Falsework/Shoring Detailed & Noted |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Correct orientation of plans |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Calc Book Prepared (After Construction is Finished) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All details shown ahead on station |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Reinforcement conflicts checked (Curb, ftgs, X beam, column connections) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | OREGON LAW utility notice in general notes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Drafting Standards Checked |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Senior QA/QC review complete |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Final Drawings Checked |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review Overall Contract Plans for Consistency |

BEAM DETAILS

- | DES | CHK | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Beams Located and Dimensioned |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Beam Cross Sections Shown |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Prestressed Beam Details Included |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Interim Bars Shown in Top of Stem |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bar/Strand Extensions Adequate |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | End Anchorages of Longitudinal Bars Sufficient |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Post-tensioning Details/Data Included |

SUBSTRUCTURE/BENT DETAILS

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Minimum Temp & Shrinkage Reinforcement at all Surfaces |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Column Steel Dimensioned w/Splices |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Footing/Bent Cap Elevations Shown and Verified |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Skew Angles Shown & Verified |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Utility Holes Shown and Noted |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Hinges Shown and Detailed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seismic Restraints Shown & Detailed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Guardrail connections at End Bents |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Concrete Finish Sketch Shown |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bent Stations and Numbers Shown |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Architectural Details & Treatment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Beam Seat or Soffit Elevation Shown & Verified |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bearing Devices Shown and Detailed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | MSE walls: Bearing Capacity Eq. & S.F. Listed and Verified with Geotech. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Pile Design & Driving Criteria Shown (Grade 3 for Pipe Piles-Notify Spec Writer?) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Railroad Crashwalls Shown & Detailed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Pile Top, Bottom, Splice Detailed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Required No. of Bearing Devices Given |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | MSE walls: Bearing Demand < Capacity Calculation Performed |

Signature Sign-Offs

	<u>Personnel</u>	<u>Date</u>
_____	<i>Designer/Engineer</i>	_____
_____	<i>Checker</i>	_____
_____	<i>Project Manager</i>	_____
_____	Field Reviewer: (Print Name)	

Comments:

Linn County Road Department Certified Agency Manual

Section 5

Phase III - Right of Way

RIGHT OF WAY AND UTILITY PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
 L= Local Liaison RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
				Right of Way
		PM	F	4 Contact appraiser and receive estimate for ROW acquisition
		PM	F, L, RR	5 Send funding request with maps and property descriptions
		L, RR	PM, F	6 Receive funding authorization
		PM	F, Appraiser	7 Request Preliminary Title Report from Title Company
		PM	F, RR	8 Send 15-day letter for review and approval
		PM	F, L, RR	9 Send Letter to property owners stating appraiser will meet and discuss (15-day letter) send ADT and Rd Class
		PM	Appraiser	10 Send PTR, ADT, Road Classification to appraiser
		Appraiser	F	11 Receive Final Appraisal
		PM	F, RR	12 Send Letter and Acquisition packet for review and approval
		PM	F, L, RR	13 Prepare and send Acquisition documents to property owner (Letter, easement, compensation, W-9)
		PM	F, RR	14 Send Letter for Property Purchase for review and approval
		PM	F	15 Send Property Purchase letter and check
		PM	F	16 Contact County Surveyor to stake new ROW
		PM	F, L, RR	17 Contact ODOT ROW to set up ROW File Review once ROW purchased
		PM	L, RR	18 Prepare and Submit ROW Certification
		L, RR	PM, F	19 Submit Approved ODOT Certification
				Utilities
		PM	F, Utilities, U	1 Prepare and submit utility conflict letter
		PM	F, Utilities, U	2 Prepare and submit utility relocation time requirement letter
		PM	F, L, U	3 Prepare and submit Utility Certification (at 90%)

Purchase Order

PENDING APPROVAL

LANE COUNTY
 PURCHASING
 541-682-8593
 3040 NORTH DELTA HWY
 EUGENE OR 97408

Purchase Order	Date	Revision	Page
PW12032001	04/24/2012		1
Freight Terms		Ship Via	
FOB-DEST FREIGHT PREPAY&ADD		BEST WAY	

Ship To: PUBLIC WORKS ACCOUNTING
 541-682-6926
 3040 NORTH DELTA HIGHWAY
 EUGENE OR 97408-1696

Vendor: 127963
 LINN COUNTY
 3010 FERRY ST SW
 ALBANY OR 97321


Bill To: PUBLIC WORKS ACCOUNTING
 541-682-6926
 3040 NORTH DELTA HIGHWAY
 EUGENE OR 97408-1696

Tax Exempt? N Tax Exempt ID:

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt
1- 1	LC to provide Linn Co. right of way property acquisition services, including appraisals/reviews, r.o.w. consulting srvs and prop negotiations. Term 4/23/2012 through 4/22/2015. Amount NTE \$50,000. 466963-225-3636700	1.00	EA	50,000.0000	50,000.00

Total PO Amount 50,000.00



	INTERGOVERNMENTAL AGREEMENT LANE COUNTY AND LINN COUNTY RIGHT-OF-WAY ACQUISITION SERVICES FY 2012-2015
---	---

BETWEEN: Linn County (**LINN**), a unit of local government of the state of Oregon

AND: Lane County (**LANE**), a unit of local government of the state of Oregon

EFFECTIVE DATE: Upon Execution of Agreement

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this contract will mutually benefit the parties hereto.
- C. **LINN** and **LANE** desire to enter into a contract wherein **LANE** will provide the services described in this contract on the terms and conditions set forth herein and in Exhibit C (Services Agreement), which is attached hereto and incorporated herein by reference.

AGREEMENT

- 1. **Services to be Provided.** **LANE** agrees to provide services to **LINN** as described in Exhibit C. The amount of the agreement shall not exceed \$50,000 for the term of this agreement unless amended by mutual consent.
- 2. **Contract Duration.** This agreement shall be in effect upon execution and will terminate upon three (3) calendar years following the date of final execution.
- 3. **Termination.** Upon 14 (fourteen) days prior written notice delivered to the persons designated in Paragraph 4, either party, without cause, may terminate its participation in this agreement.
- 4. **Contract Administration.** Each party designates the following as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in Paragraph 12.

LANE: Bill Morgan P.E., County Engineer
Lane County Public Works
3040 North Delta Hwy.
Eugene, OR 97408

LINN: Chuck Knoll P. E., County Engineer
Linn County Road Department
3010 Ferry Street SW
Albany, OR 97322

5. **Records/Inspection.** LINN and LANE shall each maintain records of its costs and expenses under this contract for a period of not less than three full fiscal years following LANE'S completion of this contract. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.
6. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
7. **Status.** In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
8. **Workers Compensation Insurance.** LANE is a subject employer that will comply with ORS 656.017.
9. **Subcontracting.** LANE shall not subcontract its work under this contract, in whole or in part, without LINN'S prior written approval. LANE shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of LANE specified in this contract. Notwithstanding LINN'S approval of a subcontractor, LANE shall remain obligated for full performance of this contract and LINN shall incur no obligation to any sub-contractor.
10. **Assignment.** Neither party shall assign this contract in whole or in part, or any right or obligation hereunder, without the other party's written approval.

11. **Compliance with Laws.** LANE shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
12. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return-receipt requested, addressed to the representative designated in Paragraph 4. Either party may change its address by notice given to the other in accordance with this paragraph.
13. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.
14. **Interpretation.** This contract shall be governed by and interpreted in accordance with the laws of the state of Oregon.
15. Both parties agree to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, both parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
16. All employers that employ subject workers who work under this agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Both parties shall ensure that each of its subcontractors complies with these requirements.
17. Because federal funds may be involved in this agreement, Exhibit A (Lane County Certification) and Exhibit B (Federal Provisions) are attached hereto and by this reference made a part of this agreement, and are hereby certified to by LANE. For purposes of Exhibits A and B, references to "LINN" shall mean Linn County, Oregon, references to "LANE" shall mean Lane County, Oregon and references to "Contract" shall mean this agreement.

SIGNATURE PAGE FOLLOWING

**Linn County
Board of Commissioners**

[Redacted Signature]

Roger Nyquist, Chairman

[Redacted Signature]

John K. Lindsey, Commissioner

[Redacted Signature]

William C. Tucker, Commissioner

Date

3/14/12

Lane County

[Redacted Signature]

By:

Liane I. Richardson
Lane County Administrator

Date:

4/23/12

APPROVED AS TO FORM

[Redacted Signature]

Linn County Office Of Legal Counsel

APPROVED AS TO FORM

[Redacted Signature]

Lane County Office Of Legal Counsel

EXHIBIT A

LANE COUNTY CERTIFICATION

LANE certifies by signing this Contract that **LANE** has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for the above **COUNTY**) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **COUNTY**), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

LANE further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

LINN OFFICIAL CERTIFICATION

LINN official likewise certifies by signing this Contract that **LINN** or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

LINN official further acknowledges this certificate is to be furnished to the Federal Highway Administration or other applicable agency, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT B
Federal Provisions
Linn County

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

LANE certifies by signing this Contract that to the best of its knowledge and belief, it and its Commissioners, employees and agents:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this Contract 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 (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where **LANE** is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to **LINN**.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining **LANE'S** responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

LANE is advised that by signing this Contract, **LANE** is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, **LANE** is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. **LANE** shall explain why it cannot provide the certification set out below. This explanation will be considered in connection with **LINN'S** determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when **LINN** determined to enter into this transaction. If it is later determined that **LANE** knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, **LINN** may terminate this transaction for cause of default.
4. **LANE** shall provide immediate written notice to **LINN** if at any time **LANE** learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. **LANE** agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions (subcontracts) with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by **LINN** or agency entering into this transaction.
7. **LANE** further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by **LINN** entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under Paragraph 6 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 or LINN, LINN may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

- **Appendix B of 49 CFR Part 29 -**

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. 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, LINN or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this Contract 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 **LINN** or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 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 city 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 Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to **LINN**.

IV. EMPLOYMENT

1. **LANE** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **LANE**, to solicit or secure this Contract

and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for **LANE**, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, **LINN** shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. **LANE** shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of **LINN** except regularly retired employees, without written consent of the public employer of such person.
3. **LANE** agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. **LINN** shall be entitled to rely on the accuracy, competence, and completeness of **LANE'S** services.

V. NONDISCRIMINATION

During the performance of this Contract, **LANE**, for itself, its assignees and successors in interest, hereinafter referred to as **LANE**, agrees as follows:

1. Compliance with Regulations. **LANE** agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. **LANE** shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, 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 incorporated by reference and made a part of this Contract. **LANE**, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. **LANE** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Sub-contactors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by **LANE** for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by **LANE** of **LANE'S** obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, **LANE** agrees as follows:

- a. **LANE** will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. **LANE** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: 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. **LANE** agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. **LANE** will, in all solicitations or advertisements for employees placed by or on behalf of **LANE**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. **LANE** will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by **LINN** or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance. In the event of **LANE'S** noncompliance with the nondiscrimination provisions of the Contract, **LINN** shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to **LANE** under the agreement until **LANE** complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
 6. Incorporation of Provisions. **LANE** will include the provisions of paragraphs 1 through 5 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. **LANE** shall take such action with respect to any subcontractor or procurement as **LANE** or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event **LANE** becomes involved in or is threatened with litigation with a sub-contractor or supplier as a result of such direction, **LANE** may, at its option, enter into such litigation to protect the interests of **LINN**, and, in addition, **LANE** may request **LINN** to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, **LANE** shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

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 assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance LINN has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. LINN and LANE agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, LANE shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither LINN nor LANE shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. LANE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by LANE 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 LINN deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. LANE shall provide monthly documentation to LINN that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. LANE shall notify LINN and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, LANE must demonstrate to LINN the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to LINN.

Any DBE participation attained after the DBE goal has been satisfied should be reported to LINN.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

COUNTY'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, **LANE** assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The **LANE** certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. 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.
2. 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 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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.

LANE also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier sub-agreements, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT C

LANE COUNTY (LANE)/ LINN COUNTY (LINN) RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

LANE AGREES TO:

1. Upon written request from **LINN** in the form of a Work Order as shown as **ATTACHMENT 2**, **LANE** will provide right-of-way acquisition services, including appraisals and appraisal review, right of way consulting services, and negotiations with property owners, for projects within the project area, and acquire property and rights therein on behalf of **LINN** as County property, right-of-way, or easement.
2. Upon written request from **LINN**, **LANE** will provide primary surveying service associated with right-of-way acquisition. This shall include, but may not be limited to: field surveys, exhibit maps, legal descriptions of acquisition areas and field staking.
3. Provide, at a minimum, information about cost, timing, and tasks in a work order format (see **ATTACHMENT 2**) provided by **LINN** before working on a project. **LANE** will only provide services based on a work order approved by **LINN**.
4. Provide a detailed invoice to **LINN** based on hourly rates as shown on **ATTACHMENT 1**, on a monthly basis for each project negotiated under this Intergovernmental Agreement. Invoices shall be for eligible expenses as defined in the Oregon Constitution, Article IX, Section 3a, and in an aggregate amount not to exceed the total consideration for all projects initiated through this Intergovernmental Agreement, and as set forth below.
5. Provide **LINN** with revised hourly rates (**ATTACHMENT 1**), which are adjusted each year in accordance with Federal A-87 Guidelines and effective July 1st of each year of the term of this agreement.
6. Transfer all records to **LINN** upon completion of each negotiated project.
7. Authorize County Engineer to accept Work Orders on behalf of County.

LINN AGREES TO:

1. Through action of the Board of County Commissioners, authorize **LANE** to act as agent of **LINN** for the appraisal, negotiation and/or acquisition of the real property rights needed to construct public projects within the project area.
2. Authorize the County Engineer, or other designated representative, as signer on behalf of **LINN** for all Appraisals and Settlement Agreements.
3. Provide **LANE** with work orders that define intent, objectives and specific actions for **LANE** to perform for a project.
4. Provide environmental investigation and/or other site investigations as each project necessitates.
5. To compensate **LANE** for services provided in connection with each Work Order based on the hourly rates listed for each job classification as shown on Attachment 1 attached hereto and incorporated herein by reference.
6. Allow **LANE** to retain copies of all work products generated or obtained in connection with this Agreement.

BOTH PARTIES AGREE TO:

1. To work cooperatively on all work orders and adhere to the schedule as outlined in each work order.
2. Attend meetings and events as required to implement the tasks as agreed to in each work order.
3. The total consideration to be paid by **LINN** under this agreement shall not exceed **\$50,000**, unless mutually agreed by the parties.

ATTACHMENT 1 TO EXHIBIT C



HOURLY BILLABLE RATES Federal A-87 Guidelines For Fiscal Year 2011-2012

Rates Effective July 1, 2011 through June 31, 2012

Engineering & Construction Services Division * Lane County Department of Public Works

Working Title / Resource	Minimum Hourly Rate	Maximum Hourly Rate
<u>3636880 Engineering Admin</u>		
Manager, Sr (County Engineer)	\$ 86.44	\$ 129.64
Public Works Analyst	\$ 48.93	\$ 73.41
<u>3636210 Field Engineering</u>		
Manager (Field Engr Superintendent)	\$ 79.08	\$ 118.62
Office Assistant, Sr	\$ 38.19	\$ 52.90
<u>3636212 Inspections</u>		
Field Engr. Supervisor	\$ 68.49	\$ 102.75
Engineering Associate, Sr	\$ 60.91	\$ 91.38
Engineering Associate	\$ 54.93	\$ 82.41
Engineering Technician 2	\$ 44.25	\$ 66.41
Extra Help/Engineering Aid 520	\$ 33.25	\$ 55.41
<u>3636213 Materials Testing</u>		
Supervising Engr. Associate	\$ 68.86	\$ 103.30
Engineering Associate, Sr	\$ 58.32	\$ 87.49
Engineering Technician 3	\$ 45.90	\$ 68.82
Engineering Technician 2	\$ 42.37	\$ 63.58
Extra Help/Engineering Asst 1040	\$ 35.37	\$ 53.06
<u>3636211 Engineering Surveys</u>		
Field Survey Supervisor	\$ 66.29	\$ 99.45
Associate Surveyor	\$ 51.62	\$ 77.44
Engineering Associate	\$ 49.16	\$ 73.76
Engineering Technician 2	\$ 40.79	\$ 61.22
Engineering Technician 1	\$ 37.41	\$ 56.13
<u>3636700 Right Of Way</u>		
Prof/Tech Spvrs (ROW Svcs Mgr)	\$ 67.94	\$ 101.93
Engineering Associate, Sr	\$ 68.09	\$ 102.15
Real Property Officer, Sr	\$ 64.85	\$ 97.29
Engineering Associate	\$ 58.48	\$ 87.74
Real Property Officer 2	\$ 56.78	\$ 85.19
Administrative Assistant	\$ 47.55	\$ 64.89
Office Assistant, Sr	\$ 39.73	\$ 55.03

Working Title / Resource	Minimum Hourly Rate	Maximum Hourly Rate
<u>3636100 Design Engineering</u>		
Prof/Tech Spvrs (Design Svcs Mgr)	\$ 68.15	\$ 102.22
Engineering Associate, Sr	\$ 64.03	\$ 96.06
Engineering Associate/Surveyor	\$ 53.39	\$ 84.11
Engineering Technician 3	\$ 47.99	\$ 71.96
Engineering Technician 2	\$ 44.30	\$ 66.49
Administrative Assistant	\$ 42.26	\$ 58.56
Office Assistant, Sr	\$ 37.36	\$ 51.75
<u>3634605 Environmental Services</u>		
Waste Management Engineer	\$ 114.62	\$ 171.96
Engineering Associate	\$ 87.55	\$ 131.35
Environmental Engineering Specialist	\$ 85.00	\$ 127.53
Extra Help	\$ 44.00	\$ 60.00
<u>Legal Services</u>		
Attorney	\$ 112.00	\$ 112.00
Support Staff	\$ 65.00	\$ 65.00
Law Clerk	\$ 27.00	\$ 27.00
<u>3636900 Trans.Plan Admin / 3636903 Traffic / 3636904 GIS</u>		
Manager	\$ 80.76	\$ 121.17
Prof/Tech Spvrs (Traffic Engineer)	\$ 76.38	\$ 114.60
Prof/Tech Spvrs (GIS Svcs Supv)	\$ 71.98	\$ 107.99
Engineering Associate, Sr (Admin)	\$ 68.71	\$ 108.23
Planner, Sr (Admin)	\$ 64.05	\$ 88.72
Engineering Associate (Admin/Traffic)	\$ 60.16	\$ 95.78
Engineering Technician 3 (Admin)	\$ 54.07	\$ 81.08
Engineering Technician 2 (GIS/Traffic)	\$ 39.72	\$ 79.49
Engineering Technician 1 (Admin/Traffic)	\$ 48.58	\$ 72.88
Office Assistant, Sr	\$ 42.09	\$ 58.31
<u>3636902 Electrical</u>		
Electrician, Lead	\$ 49.34	\$ 74.02

- Hourly billable rates include labor only (additional direct overtime, out-of-class pay, and materials & services costs will be invoiced at actual rate)
- Other employees may be charged at hourly rate based on salary, fringe benefits, and overhead charges
- Invoices will be based on actual rate of pay paid to the specific employee performing the work/tasks

ATTACHMENT 2 TO EXHIBIT C

Negotiations:

Furnish negotiation services for all transactions.

Relocation Assistance:

Furnish relocation assistance to eligible businesses and individuals in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and pursuant to the requirements contained in Chapter 35, Oregon Revised Statutes.

Right of Way Consulting:

Consult with Linn County staff or consultants on matters involving right of acquisition that may affect the overall scope, schedule of budget for the project.

Project Closeout:

Title and escrow, including transmittal of Original Final Title Report to Linn County.

Retention of documents or forwarding to Linn County for filing.

Linn County contact is Chuck Knoll, P. E. (541) 967-3919

Schedule: (subject to change depending on project requirements)

- LINN to authorize acquisition of properties identified as needed for the project(s) TBD, 2012.
- LINN to authorize commencement of preliminary appraisal activity TBD, 2012.
- LINN to deliver legal descriptions and map to Lane County TBD, 2012.
- LINN to have right of way staking completed TBD, 2012.
- Appraisals Completed TBD, 2012.
- Acquisitions Completed TBD, 2012

ATTACHMENT 2 TO EXHIBIT C

LINN COUNTY Right of Way & Engineering On-Call Services

(PROJECT TITLE)
(Key No.)

Work Order No.
(DATE)

Project Goal:

Perform right of way services under direction of the County in order to acquire right of way and perform (LIST OTHER SERVICES) for the Project.

Project Objectives:

Work with Linn County Staff to appraise, perform appraisal review, negotiate, furnish relocation assistance and acquire right of way for the Project.

Perform timely, accurate and complete analysis and records.

Coordinate with Linn County and Linn County's engineering consultant.

Scope of Work and Tasks

Select a Lane County lead to manage the right of way tasks and duties associated with this project.

Participate on a Linn County and Consultant project team as needed.

Monitor progress of acquisition and provide timely reports to Project Manager regarding status of acquisitions and expenditures.

Appraisal:

Prepare appraisals in conformance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, for land rights needed to construct the project or to engage fee appraisers per requirements contained in Oregon Department of Transportation Right of Way Manual and Contractor Services Guide. Arrange for Site Assessments prepared by an environmental consultant approved by Linn County where appropriate to determine the presence or absence of hazardous materials within properties proposed for acquisition for the project.

Review any appraisals prepared for use in the project and obtain approval prior to commencement of negotiations with the affected owners for any parcel for which the initial offer exceeds \$20,000.



**INTERGOVERNMENTAL AGREEMENT
LANE COUNTY AND LINN COUNTY
RIGHT-OF-WAY ACQUISITION SERVICES
FY 2012-2015**

BETWEEN: Linn County (**LINN**), a unit of local government of the state of Oregon

AND: Lane County (**LANE**), a unit of local government of the state of Oregon

EFFECTIVE DATE: Upon Execution of Agreement

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this contract will mutually benefit the parties hereto.
- C. **LINN** and **LANE** desire to enter into a contract wherein **LANE** will provide the services described in this contract on the terms and conditions set forth herein and in Exhibit C (Services Agreement), which is attached hereto and incorporated herein by reference.

AGREEMENT

- 1. **Services to be Provided.** **LANE** agrees to provide services to **LINN** as described in Exhibit C. The amount of the agreement shall not exceed \$50,000 for the term of this agreement unless amended by mutual consent.
- 2. **Contract Duration.** This agreement shall be in effect upon execution and will terminate upon three (3) calendar years following the date of final execution.
- 3. **Termination.** Upon 14 (fourteen) days prior written notice delivered to the persons designated in Paragraph 4, either party, without cause, may terminate its participation in this agreement.
- 4. **Contract Administration.** Each party designates the following as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in Paragraph 12.

ATTACHMENT 2 TO EXHIBIT C

Accepted for Linn County:

Chuck Knoll, P.E. County Engineer Date

Accepted for Lane County:

Bill Morgan, P. E. County Engineer Date

LETTER OF TRANSMITTAL

**LINN COUNTY ROAD DEPARTMENT
3010 FERRY STREET SW
ALBANY, OREGON 97322**

Phone: 1-541-967-3919, FAX: 1-541-924-0202



To: Bill Morgan, County Engineer

Date: March 15, 2012

Lane County Public Works

RE: Intergovernmental Agreement

3040 North Delta Highway

Lane County and Linn County

Eugene Oregon 97408

Right-of-Way Acquisition Services

We Are Sending: Attached Under separate Cover Via: _____

Drawings Plans Specifications Copy of Letter Change Order

Other: _____

COPIES	DATE	I.D. NO.	DESCRIPTION
2	1/14/2012	2012-060	Two original agreements signed by the Board of Commissioners for the referenced agreement

THESE ARE TRANSMITTED:

For Approval Approved as Submitted For Review & Comment

For Your Use Approved as Noted Other _____

As Requested Returned for Corrections _____

REMARKS: *Please return one (1) fully-executed agreement for filing with the Board of Commissioners.*

Signed

Title Penny Williams, Office Manager



Lane County Public Works Department

April 24, 2012

Linn County
Attn: Penny Williams
3010 Ferry Street SW
Albany, OR 97322

Re: Right of Way Acquisition Services
Date Executed: 04/23/2012

Please find enclosed one original, fully-executed contract for the above-mentioned project.

Sincerely,

Cherie Shunk
Administrative Secretary
Administrative Services Division
Lane County Public Works
(541) 682-6921 phone
(541) 682-8501 fax
Cherie.shunk@co.lane.or.us

Enclosure

Agency Information:

Agrmt #: _____
 Key #: _____
 Fed #: _____

Contract / PW#: NEW

Return Date Requested: 4/2/2012

Original Contract Amendment WAD PO

STANDARD CONTRACT COVER SHEET **REVENUE CONTRACT**

TO: Cherie Shunk, Admin Svcs
 FROM: Stephonnee Freeman (Ext. 6992)

DATE SUBMITTED: 3/19/2012

Agency: Linn County (Road Department)
 Contact: Penny Williams, Office Manager
 Address: 3010 Ferry Street SW; Albany OR 97322
 Email: _____
 Phone: 541-967-3919 Fax: 541-924-0202 Business ID//SSN: NA

Contract Title: Right of Way Acquisition Services

Contract Matter: Lane County to provide Linn right of way property acquisition services, including appraisals/reviews, right of way consulting services and property negotiations.

ATTACHMENTS TO CONTRACT COVER SHEET:

- ATTACHED-Board Order # (Approving original project): NA - under \$100k
- ATTACHED-Board Order # (Approving Amendment): _____
- ATTACHED-CIP DATA: _____

Delegated Authority to Sign: County Administrator may sign

FOR CTRAK
TOTAL REVENUE \$ 50,000.00

- County Designed/Bid Project Agency Bid Proj; County PE & CE Only
- Fed\$ - Pro-Rata Share @ 87.73% Fed\$ - Use FED OVHD Rates

Fund Detail - for ECS Division Use Activity: P4025

Revenue	Amt Due	Pmt Type	NTE/Act	Pmt Due Date/Terms	Budget/Cost Coding		
COUNTY	\$ 50,000.00	Contractual Amount	NTE	monthly invoices	446963	-225-	3636700
	\$ -				<u>446963</u>	-225-	
	\$ -					-225-	
	\$ -					-225-	
Expense	Amt Due	Pmt Type	NTE/Act	Pmt Due Date/Terms	Budget/Cost Coding		
	\$ -					-225-	
	\$ -					-225-	
	\$ -					-225-	

Proj #	Description	%Cost	Proj #	Description	%Cost
360287600	Linn County-ROW Services	100%	e	e	
b	b		f	f	
c	c		g	g	
d	d		h	h	

Executed IGA Distribution List: (1) full copy to Stephonnee for staff distribution

- Bill Morgan Dave Brown Kerry Werner Arno Nelson Patti Hansen
- Stephonnee Freeman Jay Blomme Frank Simas Celia Barry Howard Schussler
- Admin Svcs/Contracts Jim Steers Dan Ingram Ed Chastain Tanya Heaton
- Cheri Goodgion Ed Daniels Bill Cummings Scott Leatham/Sign Shop Parks: M Russell, D Stockdale

Data Entry (ECS Division):

- Budget Monitor
- Budget Summary Rpt
- IGA Index/Hyperlinks
- File

January 16, 2013

Randall and Arlene Jantzi
41275 Upper Berlin Drive
Lebanon, OR 97355

Re: Hamilton Creek (Upper Berlin Drive) Bridge Replacement Project
Project CB0809
Tax Lot 505 of Map T12S R1W Sec25

Dear Mr. Gilbert,

As you know, Linn County proposes to replace the bridge over Hamilton Creek on Upper Berlin Drive starting in the Summer of 2013. The new bridge will be elevated above the 100-year flood level and will not be load-restricted as is currently the case.

The project will require the acquisition of some additional right of way from your ownership along the northeasterly bank of the creek. I have enclosed a map indicating the area needed for the project.

Linn County has hired Lane County Public Works, under an Intergovernmental Agreement, to provide appraisal and/or acquisition services for the project. One of the first steps in this process is to make a field inspection of each property. In keeping with Federal and State law, Linn County extends to each affected property owner the opportunity to meet with the appraiser during the property inspection. This provides an opportunity to share information about the property which may have a bearing on its value. Please note that it is not necessary to accompany the appraiser if you do not see the need.

If you would like to meet with the appraiser, please call Doug Freeman at (541) 682-6986, or email him at doug.freeman@co.lane.or.us to schedule a mutually agreeable time to do the inspection. If he does not hear from you within 15 days from the date of this letter, he will proceed with the inspection.

I have enclosed a copy of the Linn County Road Department Brochure entitled *Acquiring Land for Highways and Public Projects* which outlines the process to be followed for the acquisition of additional right of way for public projects in Linn County.

Please feel free to contact me at anytime to discuss the appraisal process or any other questions regarding the project.

Sincerely,

Daineal Malone
Linn County Road Department

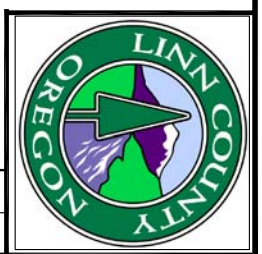
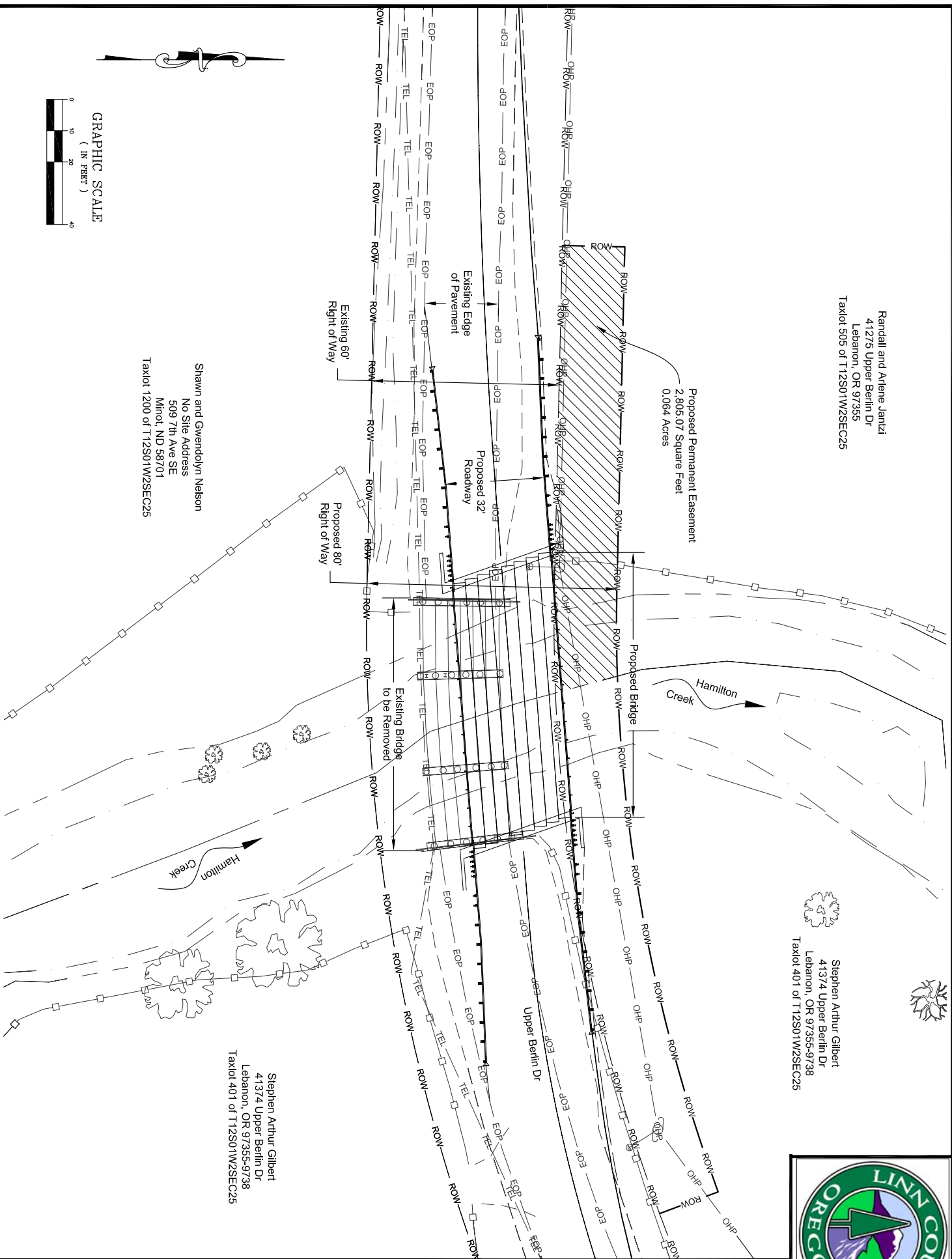
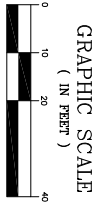
Enclosures (2)

Randall and Arlene Janzi
 41275 Upper Berlin Dr
 Lebanon, OR 97355
 Taxlot 505 of T12S01W2SEC25

Stephen Arthur Gilbert
 41374 Upper Berlin Dr
 Lebanon, OR 97355-9738
 Taxlot 401 of T12S01W2SEC25

Stephen Arthur Gilbert
 41374 Upper Berlin Dr
 Lebanon, OR 97355-9738
 Taxlot 401 of T12S01W2SEC25

Shawn and Gwendolyn Nelson
 No Site Address
 509 7th Ave SE
 Minot, ND 58701
 Taxlot 1200 of T12S01W2SEC25



HAMILTON CREEK (UPPER BERLIN DR) BRIDGE REPLACEMENT PROJECT

T12S R1W SEC25 TAX LOT 505

SHEET: 1 OF 1

DATE: 1/15/13

DRAFTED BY: DAINEAL MALONE

the property, you will receive payment within four weeks.

If a condemnation action has been filed, the amount established as Just Compensation will be deposited with the court for distribution in accordance with the order of the court.

You are entitled to be reimbursed for fair and reasonable costs incurred for expenses incidental to conveying your property to the County. Such expenses could be, but are not necessarily limited to, penalty costs for prepayment of any pre-existing recorded mortgage encumbering your property, mortgage release fees, and the prorated portion of prepaid real property taxes.

POSSESSION

You are not required to surrender possession of your property until you have been paid the agreed purchase price, or until an amount equal to the estimate of Just Compensation has been deposited with the court.

When negotiations begin, you, as well as any tenants occupying your property, will be notified in writing that it is the County's intent to acquire the portion of the property necessary for the project. If you are required to move, it will not be necessary to vacate your property earlier than 90 days following that notice or less than 30 days after the payment, whichever is later. However, if the purchase does not require you to move, the agreement to purchase your property may require you to surrender possession of your property upon payment.

The County is aware of the need for a reasonable time for relocation. If your property is not needed for several months, your continued occupancy may be permitted on a short-term basis. The amount of rent the County may charge you, or another tenant, may not exceed

the fair rental value of the property to a short-term occupier.

RELOCATION BENEFITS

You may also be eligible for benefits under the Relocation Assistance Program if you are required to move as a result of the taking of your real property for a public project. Generally, the available benefits include moving allowance, supplemental payment for replacement housing, and rent supplement, if you are eligible. These benefits are fully explained in a separate brochure which is available.

For additional information, please contact:

Linn County Road Department
Chuck Knoll, P. E., County Engineer
3010 Ferry Street S. W.
Albany, OR 97332
Phone: (541) 967-3919

<http://www.co.linn.or.us/>

"Providing safe and efficient transportation to the citizens and visitors of Linn County"



ACQUIRING REAL ESTATE

**FOR
PUBLIC
IMPROVEMENT
PROJECTS**

A Description of the Acquisition Program



Public projects often create a need for additional land or rights in real property. It is the goal of Linn County to obtain the necessary property rights with fairness and equity.

Units of local government in Oregon are authorized by statute to acquire private property for public use. Coupled with this right is an obligation to protect the rights of private land owners. The acquiring agency thus has a dual responsibility and obligation: 1) protection of individuals' rights that are affected by the public acquisition of land, 2) the provision of competent and efficient service to the general public.

JUST COMPENSATION

Owners will be offered Just Compensation for the portion of their property needed for the project. Just Compensation includes the estimated value of the land and all improvements within the needed area. If only a part of the property is required, the Just Compensation will also include any additional loss in value to the remaining property.

Linn County procedures, guided by state and federal regulations, have been established to protect both the owners of the land as well as other taxpayers. The valuation process will be conducted either by an experienced and qualified employee of the County or an independent fee appraiser. Considerations in estimating Just Compensation include a comparison of similar parcels that have recently sold, current construction costs, depreciation estimates for any improvements to be acquired, and an analysis of the property's income potential, if applicable. Improvements will be valued on the basis of what they contribute to the property.

One of the first steps in preparing a value estimate is an on-site inspection of the property. Property owners will be given the

opportunity to accompany the appraiser during this inspection. At this time the property owner has the opportunity to point out any special physical attributes of the property that the owner feels may have a bearing on its value. Any information which the property owner can supply to the appraiser will be appreciated.

Pursuant to state and federal law, the appraiser is not allowed to consider any increase or decrease in value of your property as a result of "project influence" resulting from the announcement of the proposed project or the likelihood that your property will be acquired for the project.

The final value estimate is reviewed for completeness and accuracy, and Just Compensation is established based on the results of the appraisal. In addition to the amount of Just Compensation for the land and improvements, the County will make an offer to purchase any remaining property determined to have no remaining economic value to the owner.

ACQUISITION PROCEDURE

The Real Property Officer or Right of Way Specialist who calls on you has studied the valuation of the needed property and can illustrate with maps and other data how the acquisition will affect your property. The offer to purchase will be made in writing and will include a copy of the Valuation Report which provides the basis for that amount. The Real Property Officer is unable to engage in "horse trading"; rather, the acquiring agency is confined to those monetary values indicated by the valuation process. However, the County is ready and willing to reconsider its position in light of any new evidence of value presented by the property owner, including a documented professional appraisal report.

You need not accept the County's offer nor enter into an agreement felt to be unfair. A refusal is

simply a matter of disagreement between the two parties as to the value of the property.

In the event the parties are unable to agree on the amount of compensation, or if title cannot otherwise be cleared, a condemnation action may be filed with the Circuit Court of Linn County. Discussions can still continue after the action is filed. The filing allows the County to proceed with the construction project without unnecessary delay.

The County cannot take any action which would coerce a property owner into accepting its offer. Prohibited actions include advancing the filing of condemnation, deferring negotiations or condemnation, or postponing the deposit of funds in court for property owner use.

IMPROVEMENTS

When the County acquires all or a portion of your real property, it also acquires the improvements thereon. If buildings are required to be removed, the County *may* allow the owner to retain the improvements. If you are interested, this can be discussed with the Real Property Officer.

PAYMENT

When you sign the purchase agreement and deed, then the transfer of title and payment process will begin. As in a private sale, you are responsible for clearing encumbrances to the title, such as unpaid taxes, assessments, mortgages, outstanding leases, and other liens. The Real Property Officer will assist you in clearing title. No payment will be made until a deed conveying clear title to Linn County or its designee has been recorded in the appropriate County records.

When the deed is available for recording, the County will initiate the payment process to compensate you for your property. Normally, when there are no liens or encumbrances against

March 5, 2013

Randall and Arlene Jantzi
41275 Upper Berlin Drive
Lebanon, OR 97355

Re: **Permanent Easement for Road Purposes**
Project: Hamilton Creek (Upper Berlin Drive) Bridge
Linn County Road No: 020B
Property on T12S, R1W, Section 25, Tax Lot: 505

As provided to you in previous correspondence, the Linn County Road Department is planning to replace the bridge on Upper Berlin Drive over Hamilton Creek. This will include removing the existing structure and constructing a longer, single-span bridge. The new single-span bridge will provide an increased roadway width and will reduce flooding of Hamilton Creek.

You own property along Upper Berlin Drive that is needed for the construction of this bridge. This property is described in the easement that accompanies this letter. The easement describes an irregular shaped parcel. This property may be used in the future by Linn County for the purposes of maintenance to the bridge substructure.

An independent appraisal for your property was completed to determine its value. A summary of just compensation for the needed portion of your property has been made and is included in the appraisal report.

Oregon Law provides a minimum 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. Should you have any issues pertaining to this offer, please contact Doug Freeman, Lane County Senior Real Property Officer, 541-682-6989. We would appreciate being contacted as early as possible so any issues may be addressed and resolved. Because we wish to proceed with this project as soon as possible, a prompt response would be appreciated.

The legal document and enclosed agreement cover the terms of our proposed real property agreement. If acceptable, please sign where indicated. Please note the legal document must be notarized. Notary services are generally available at your bank or credit union. Please return these signed forms to this office. If you wish, you may bring the forms to the Linn County Road Department and have them notarized by one of our staff. After Linn County has accepted the legal document and related agreements, you will receive notification of that acceptance and payment will follow. Linn County will pay recording costs and all other costs pertaining to the sale and transfer of this property.

Please fill out the enclosed W-9 form and return to our office. Linn County is not authorized to issue payment without receipt of this signed form.

March 5, 2013
Permanent Easement for Road Purposes
Property on T12S, R1W, Section 25, Tax Lot: 505
Page 2 of 2

Thank you for your cooperation and time. Please contact me or Chuck Knoll, Linn County Engineer if you have any questions or concerns.

Contact Doug Freeman, Lane County Senior Real Property Officer, if you have any questions about the Appraisal Report.

Sincerely,

Daineal Malone, EI
Engineering Associate II
Linn County Road Department

Enclosures (4)

May 3, 2013

Randall and Arlene Jantzi
41275 Upper Berlin Drive
Lebanon, OR 97355

Re: **Payment for Permanent Easement for Road Purposes**
Property on T12S, R1W, Section 25, Tax Lot: 505
Project: Hamilton Creek (Upper Berlin Drive) Bridge
Linn County Road No: 020B

Enclosed is a copy of the recorded permanent easement for right-of-way property which Linn County recently acquired from you, and your payment in the amount of \$380.00 (Linn County Check Number 00634772).

Linn County will take possession of the acquired property as the date indicated on the enclosed check.

Feel free to contact me at 541-967-3919 if you have any questions or concerns.

Sincerely,

Daineal Malone, EI
Engineering Associate II

Enclosures

GRANTOR(S): Randall and Arlene Jantzi
41275 Upper Berlin Drive
Lebanon, OR 97355

GRANTEE: Linn County Road Department
3010 Ferry Street SW
Albany, Oregon 97322-3998

PERMANENT EASEMENT FOR PUBLIC ROAD PURPOSES

Township 12 South, Range 1 West, Section 25, Tax Lot 505
Upper Berlin Drive, County Road Number 020B

Randall L. Jantzi and Arlene J. Jantzi, GRANTOR(S), convey(s) for public road purposes to Linn County, a political subdivision of the State of Oregon, GRANTEE, for the true and actual consideration of Three Hundred Eighty Dollars and no/100 (\$380.00), the following described property:

All that portion of property conveyed to Randall L. Jantzi and Arlene J. Jantzi in Deed Volume 1155, Page 639, dated February 16, 2001 as recorded in Linn County Deed Records lying within the following described area.

A variable width strip of land, the centerline of which is more particularly described as follows:

Beginning at a point which bears South 89° 38' 24" West, 2353.99 feet from the East Quarter Corner of Section 25, Township 12 South, Range 1 West, of the Willamette Meridian, in Linn County, Oregon, said point being the centerline of CR 20B (Upper Berlin Road) Engineer's Centerline PT Station 482+41.00; thence North 88° 40' 15" East, 767.62 feet; thence along the arc of a 572.83 foot radius curve to the left 395.64 feet, (the long cord of which bears North 71° 32' 33" East, 387.83 feet.); thence North 51° 45' 22" East, 57.27 feet, to Engineer's Centerline Station 494+61.54, the intersection centerline of CR 902 (Berlin Ridge Road) Engineer's Centerline Station 0+00.00, and CR 903 (Upper Berlin Road) Engineer's Centerline Station 0+00.00 and the terminus of this description, said point being North 82° 27' 58" West, 1183.90 feet from the East Quarter Corner of Section 25, of Township 12 South, Range 1 West, of the Willamette Meridian, in Linn County, Oregon.

Description continued on following page.

Original retained by Linn County Clerk
Send Tax Statements to:
Linn County Road Department
3010 Ferry Street SW
Albany, Oregon 97322-3998

The widths in feet to the left of centerline of the above described strip of land are as follows:

Station to Station	Left of Centerline
482+41.00 to 489+00.00	30.00 ft.
489+00.00	30.00 ft. in a straight line to 50.00 ft.
489+00.00 to 492+25.00	50.00 ft.
492+25.00	50.00ft. in a straight line to 30.00 ft.
492+25.00 to 494+61.54	30.00 ft.

The widths in feet to the right of centerline for the above described parcel of land are as follows:

Station to Station	Right of Centerline
482+41.00 to 494+61.54	30.00 ft.

The parcel of land to which this description applies contains 2,805.07 square feet (0.064 acres), more or less.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____, day of _____, 2012

Printed Name

Printed Name

Signature

Signature

State of Oregon)
) ss.
County of Linn)

On this _____, day of _____, 2012, personally appeared, Randall L. Jantzi and Arlene J. Jantzi, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribe to this instrument, and acknowledged the foregoing instrument to be his/her voluntary act before me.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTANCE:

This property is accepted by the Linn County Board of Commissioners by Resolution and Order indicated hereinbelow pursuant to Linn County Policy Number 15.

Roger Nyquist, Chairman

John K. Lindsey, Commissioners

William C. Tucker, Commissioner

ACQUISITION DIARY

OWNER:	Randall & Arlene Jantzi	PROJECT:	Hamilton Crk Bridge
ADDRESS:	41275 Upper Berlin Dr	PARCEL:	1488-08
	Lebanon, OR 97355	PHONE:	PHONE

DATE

DETAILS OF CONTACT

1/16/13 Daineal called Doug and received authorization from ODOT to start the appraisal process. She is sending the 15-day letters to both owners today, so February 1, 2013 will be the end of the statutory review period, unless the owners call earlier. JAS

I have setup the Diaries for each file and began preparing the appraisal and the comp sheets. JAS

1/28/13 Received Preliminary Title Report (Lien and Encumbrance Report) dated January 25, 2013 and other project information from Daineal by email on 1/23/13 and 1/25/13. JAS

1/30/13 Spoke to Mr. Jantzi by phone. He will not be able to make it to the inspection. He said that it was straight forward and that he really didn't need to be there. JAS

2/1/13 Inspected site. The site consists of cover crop, a creek and riparian vegetation. JAS

2/4/13 Mentioned to Daineal that I was having trouble matching the legal description with the construction alignment. So, she gave me the approximate stationing at each end of the taking for the property. JAS

2/5/13 After speaking to Daineal, the legal description is an older version and will be updated to reflect the current plans. JAS

Appraisal sent to Doug for review. JAS

2/6/13 Made edits to appraisal and returned back to Doug. JAS

2/20/13 Received comments from Linn County and made edits to the appraisal. Prepared the appraisal packet for shipment.

Linn County Road Department Certified Agency Manual

Section 6

Phase IV - Utilities

RIGHT OF WAY AND UTILITY PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
 L= Local Liaison RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
				Right of Way
		PM	F	4 Contact appraiser and receive estimate for ROW acquisition
		PM	F, L, RR	5 Send funding request with maps and property descriptions
		L, RR	PM, F	6 Receive funding authorization
		PM	F, Appraiser	7 Request Preliminary Title Report from Title Company
		PM	F, RR	8 Send 15-day letter for review and approval
		PM	F, L, RR	9 Send Letter to property owners stating appraiser will meet and discuss (15-day letter) send ADT and Rd Class
		PM	Appraiser	10 Send PTR, ADT, Road Classification to appraiser
		Appraiser	F	11 Receive Final Appraisal
		PM	F, RR	12 Send Letter and Acquisition packet for review and approval
		PM	F, L, RR	13 Prepare and send Acquisition documents to property owner (Letter, easement, compensation, W-9)
		PM	F, RR	14 Send Letter for Property Purchase for review and approval
		PM	F	15 Send Property Purchase letter and check
		PM	F	16 Contact County Surveyor to stake new ROW
		PM	F, L, RR	17 Contact ODOT ROW to set up ROW File Review once ROW purchased
		PM	L, RR	18 Prepare and Submit ROW Certification
		L, RR	PM, F	19 Submit Approved ODOT Certification
				Utilities
		PM	F, Utilities, U	1 Prepare and submit utility conflict letter
		PM	F, Utilities, U	2 Prepare and submit utility relocation time requirement letter
		PM	F, L, U	3 Prepare and submit Utility Certification (at 90%)



Linn County Road Department

*Providing safe and efficient transportation to
citizens and visitors of Linn County.*

January 17, 2013

Kerry Pozder
CenturyTel
PO Box 337
Lebanon, OR 97355

SUBJECT: NOTICE OF POTENTIAL UTILITY CONFLICT
Hamilton Creek (Upper Berlin Drive) Bridge Replacement Project in Linn County

Dear Mr. Pozder,

Linn County will be receiving bids for the above titled project for a tentative construction in the summer of 2013. Please see the enclosed **PRELIMINARY** plans for the proposed layout and limits of the project. The project consists of removing the existing bridge and installing a new bridge over Hamilton Creek.

The project will consist of excavating from station 0+10 to station 5+25 at a depth of approximately 16 inches. A 12-inch aggregate base and 6-inches of asphalt concrete will be constructed to produce the final roadway surface. The proposed bridge will require excavation approximately 5 feet below existing grade to construct the retaining walls. Crane work will also be required to lift the prefabricated bridge slabs into position.

The phone lines attached to the existing structure will be in conflict with the removal of the existing bridge and the buried lines may be in conflict for general excavation required for paving and excavation required for the retaining wall footings. Existing underground (and attached) phone lines, as located during the survey, have been displayed in red.

The conflicting facilities are located on public right of way; however, adjustments may or may not be reimbursable under the provisions of 23 CFR 645A (Code of Federal Regulations).

We would be pleased to schedule an on-site walk through of the project to determine the appropriate solution to any conflicts. We also need engineering plans or sketch maps for proposed adjustments for review and approval prior to the start of any relocation work. A time schedule for accomplishing your work and estimated date of completion should accompany the relocation sketch maps. Please submit this map and time schedule no later than February 14, 2013. If you require any changes to the proposed plans to accommodate your actions, please be specific to these needs in your submittal. Upon approval of any relocation plans, application shall be made through Linn County Road Department for an appropriate utility permit to cover any part of your relocation work to be made in public right of way.

If you need any further information, please do not hesitate to contact me.

Sincerely,



Daineal Malone, E.I.
Project Manager

Enclosure: Hamilton Creek (Upper Berlin Drive) Bridge PRELIMINARY Plans

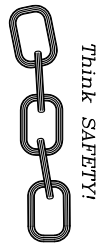
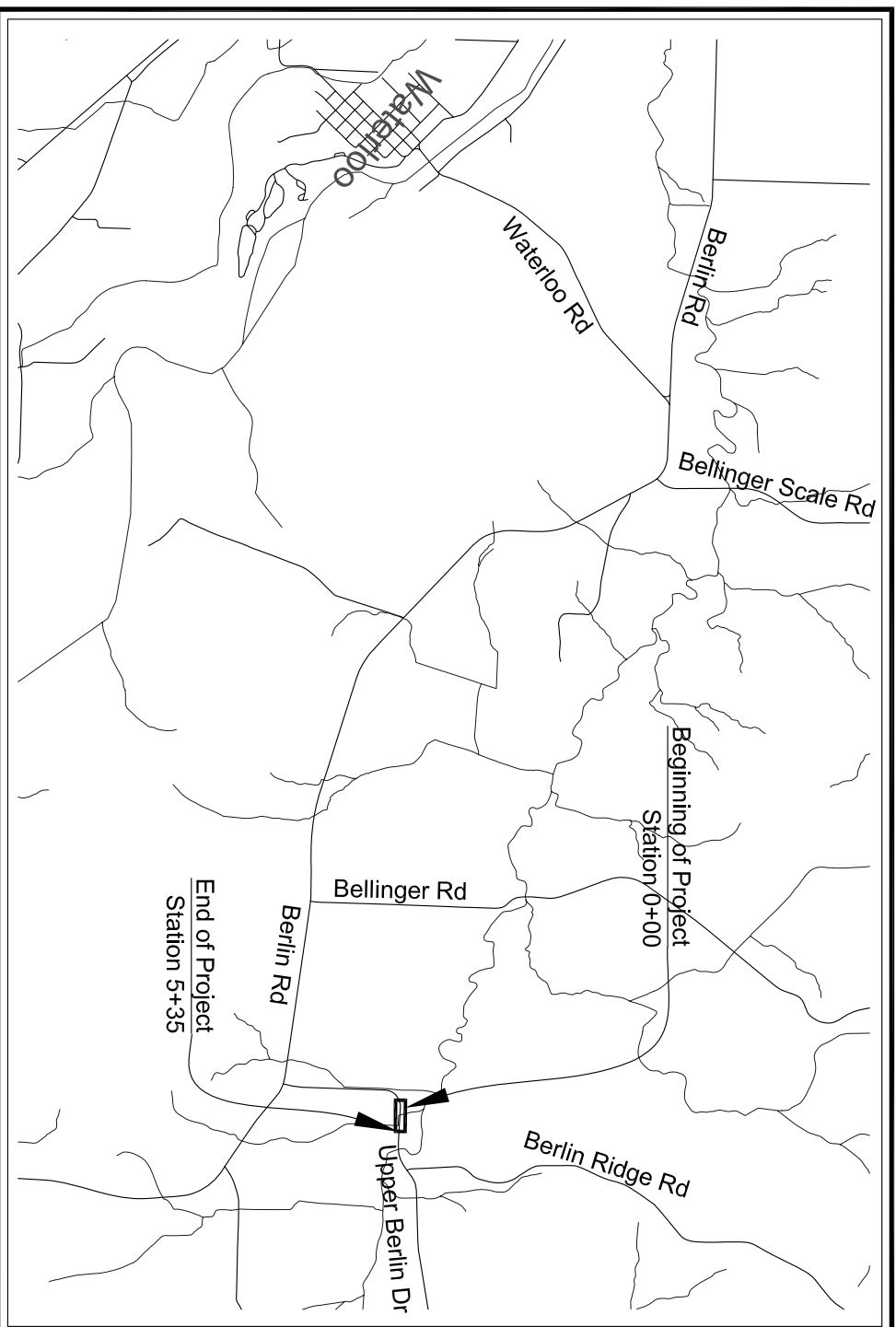
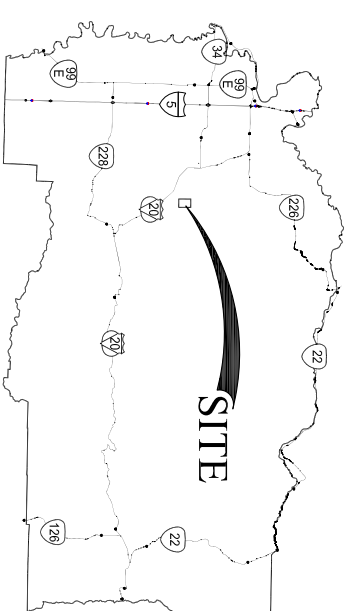
LINN COUNTY ROAD DEPARTMENT

OVERALL PROJECT LENGTH: 535 ft.

Bridge and Roadway
HAMILTON CREEK
(UPPER BERLIN DRIVE) BRIDGE
 LINN COUNTY BRIDGE NO. BR020B-0921
 ODOT BRIDGE NO. 11956
 LINN COUNTY
 May 2013

Federal Aid # BRO-C043(026)

PROJECT LOCATION



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 a copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987.)

NOTICE NOTICE

SHEET INDEX	
SHEET 1	COVER SHEET
SHEET 2	SITE LAYOUT

<p>LINN COUNTY ROAD DEPARTMENT 3010 FERRY STREET SW ALBANY, OREGON 97322 PHONE: (541) 967-3819 FAX: (541) 924-4202 EMAIL: Roads@co.linn.or.us</p>	<p>ROADMASTER DARRIN L. LANE, P.E. COUNTY ENGINEER CHARLES R. KNOLL, P.E.</p>	<p>COUNTY COMMISSION ROGER NYQUIST CHAIRMAN JOHN LINDEY WILLIAM TUCKER</p>	<p>DATE: REVISION: BY:</p> <table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>										<p>HAMILTON CREEK (UPPER BERLIN DR) BRIDGE UTILITY CONFLICT COVER SHEET</p> <table border="1"> <tr> <td>BRIDGE NO: BR020B-0921</td> <td>PROJ. NO: CB0809</td> </tr> <tr> <td>TRS: T12S R1W SEC25, W.M.</td> <td>DATE: 1/17/13</td> </tr> <tr> <td>DESIGNED BY: DLM</td> <td>CHECKED BY: CRK</td> </tr> <tr> <td>DRAFTED BY: DLM</td> <td>REVIEWED BY: KMG</td> </tr> </table>	BRIDGE NO: BR020B-0921	PROJ. NO: CB0809	TRS: T12S R1W SEC25, W.M.	DATE: 1/17/13	DESIGNED BY: DLM	CHECKED BY: CRK	DRAFTED BY: DLM	REVIEWED BY: KMG
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809																				
TRS: T12S R1W SEC25, W.M.	DATE: 1/17/13																				
DESIGNED BY: DLM	CHECKED BY: CRK																				
DRAFTED BY: DLM	REVIEWED BY: KMG																				
<p>SCALE: no scale</p> <p>SHEET 1</p>																					

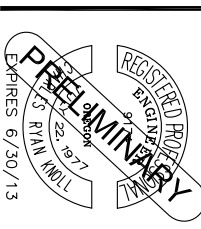


LINN COUNTY
ROAD DEPARTMENT
 3010 FERRY STREET SW
 ALBANY, OREGON 97322
 PHONE: (541) 967-3919
 FAX: (541) 924-2022
 E-MAIL: Road@co.linn.or.us

ROADMASTER
 DARRIN L. LANE, P.E.
COUNTY ENGINEER
 CHARLES R. KNOLL, P.E.

COUNTY COMMISSION
 ROGER NYQUIST
 CHAIRMAN
 JOHN LINDSEY
 WILLIAM TUCKER

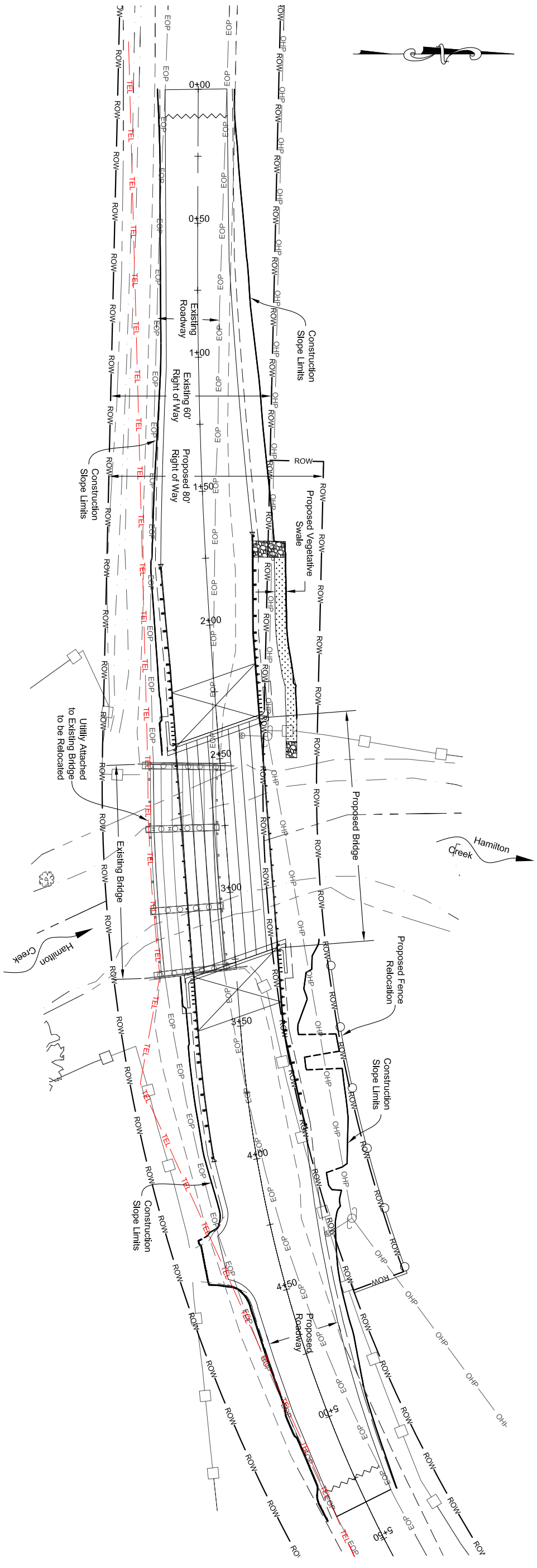
DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE TELEPHONE UTILITY CONFLICT PLAN	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 1/17/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: 1" = 20'
 SHEET 2

WARNING
 If this bar does not
 measure 1" then drawing
 is not to scale



LEGEND	
	CONTOURS
	RIGHT OF WAY
	EXISTING/PROPOSED CENTERLINE
	EXISTING EDGE OF PAVEMENT
	EXISTING SHOULDER
	EXISTING DRIVEWAY
	EXISTING OVERHEAD POWER LINES
	EXISTING UNDERGROUND TELEPHONE
	EXISTING TOP OF BANK
	EXISTING CREEK AND DITCH
	PROPOSED EDGE OF PAVEMENT
	PROPOSED SHOULDER
	PROPOSED SAW CUT LINE
	PROPOSED DRAINAGE CURB
	PROPOSED CONSTRUCTION SLOPE LIMIT
	EXISTING VEGETATION
	EXISTING POWER POLE AND GUY WIRE
	PROPOSED GUARDRAIL





Linn County Road Department

*Providing safe and efficient transportation to
citizens and visitors of Linn County.*

May 6, 2013

Kerry Pozder
CenturyLink
PO Box 337
Lebanon, OR 97355

SUBJECT: NOTICE OF FACILITY RELOCATION
Hamilton Creek (Upper Berlin Drive) Bridge Replacement Project in Linn County

Dear Mr. Pozder,

As indicated in the letter that was mailed to you dated January 17, 2013, Linn County will be removing and replacing the bridge on Upper Berlin Drive, spanning Hamilton Creek. Bids for this project are scheduled to be opened on June 25, 2013 with construction to begin any time after that date. Linn County is requesting that your facilities be relocated by June 7, 2013.

The phone lines attached to the existing structure will be in conflict with the removal of the existing bridge and the buried lines and pedestals may be in conflict with paving and excavation required for the retaining wall footings. On the set of plans included, the existing phone lines, as located during the survey, have been shown as "TEL".

Linn County acquired additional right of way for this project. The attached plans indicate the new right of way limits. The conflicting facilities are located on public right of way; however, adjustments may or may not be reimbursable under the provisions of 23 CFR 645A (Code of Federal Regulations).

An application shall be made through Linn County Road Department for an appropriate utility permit to cover any part of your relocation work to be made in public right of way. Please submit a time schedule for accomplishing your relocation work and estimated date of completion no later than May 24, 2013.

If you fail to remove/relocate your facilities by the completion date set forth above and such failure results in payment by Linn County to its Contractor of any claim for extra compensation, CenturyLink will be liable to Linn County for the amount paid by Linn County to the Contractor as a direct result of such failure.

If you need any further information, please do not hesitate to contact me.

Sincerely,


Daineal Malone, EI
Project Manager

Enclosures: (1)

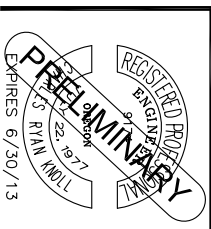


LINN COUNTY
ROAD DEPARTMENT
 3010 FERRY STREET SW
 ALBANY, OREGON 97322
 PHONE: (541) 967-3919
 FAX: (541) 924-2022
 E-MAIL: Road@co.linn.or.us

ROADMASTER
 DARRIN L. LANE, P.E.
COUNTY ENGINEER
 CHARLES R. KNOLL, P.E.

COUNTY COMMISSION
 ROGER NYQUIST
 CHAIRMAN
 JOHN LINDSEY
 WILLIAM TUCKER

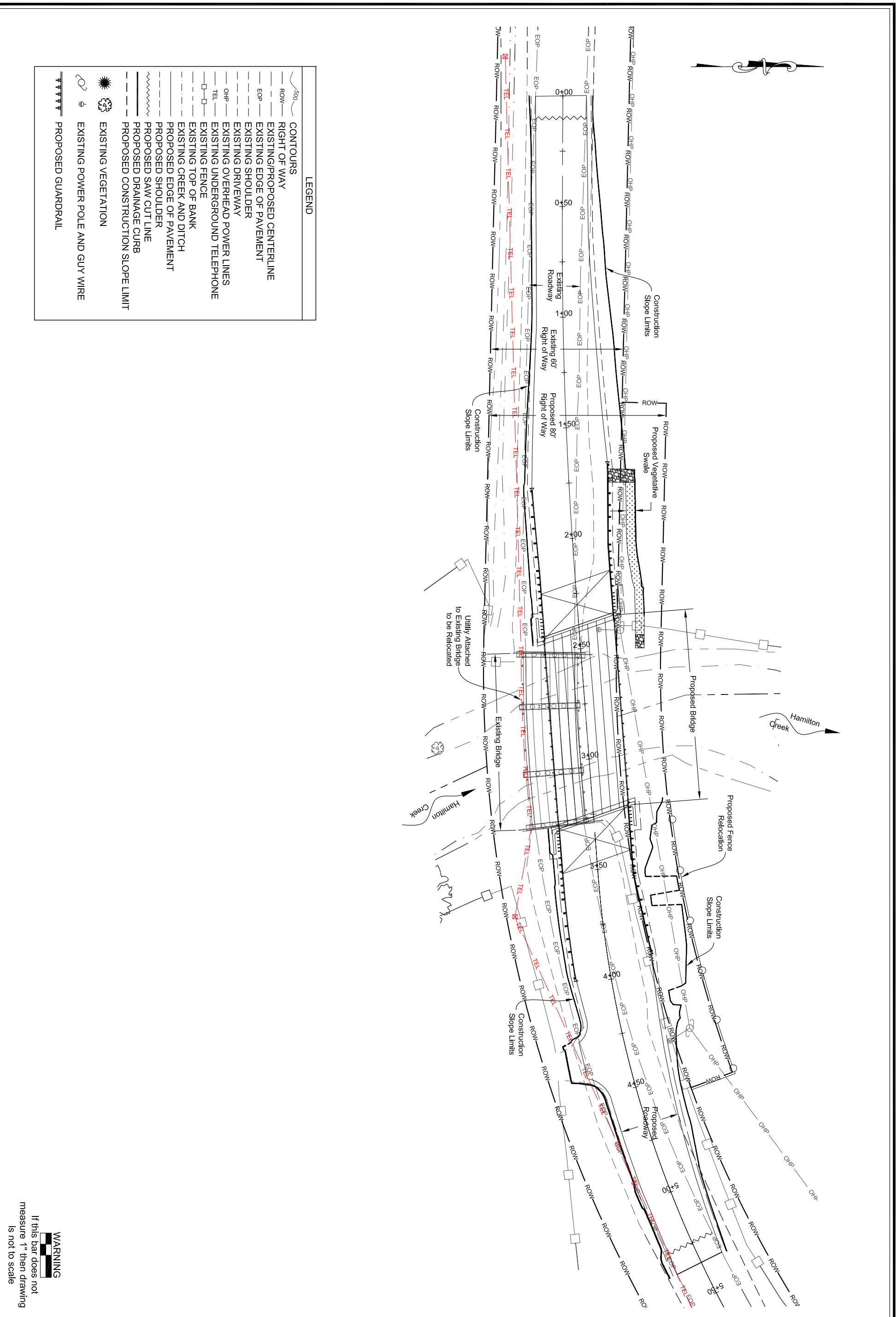
DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE TELEPHONE UTILITY CONFLICT PLAN	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 4/23/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: 1" = 20'
 SHEET 2

WARNING
 If this bar does not
 measure 1" then drawing
 is not to scale



LEGEND	
	CONTOURS
	RIGHT OF WAY
	EXISTING/PROPOSED CENTERLINE
	EXISTING EDGE OF PAVEMENT
	EXISTING SHOULDER
	EXISTING DRIVEWAY
	EXISTING OVERHEAD POWER LINES
	EXISTING UNDERGROUND TELEPHONE
	EXISTING TOP OF BANK
	EXISTING CREEK AND DITCH
	PROPOSED EDGE OF PAVEMENT
	PROPOSED SHOULDER
	PROPOSED SAW CUT LINE
	PROPOSED DRAINAGE CURB
	PROPOSED CONSTRUCTION SLOPE LIMIT
	EXISTING VEGETATION
	EXISTING POWER POLE AND GUY WIRE
	PROPOSED GUARDRAIL



Linn County Road Department Certified Agency Manual

Section 7

Phase V - Construction Advertising, Bid and Award

ADVERTISE, BID & AWARD PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor OM= Office Manager DBE= Disadvantaged Business Enterprise
 CE = County Engineer CR = County Roadmaster CC = County Commissioners L= Local Liason OCR=Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
---------	---------------	---------------	---------------	------

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
		CE, PM	OM	Advertising
		OM	CE, CR, CC	Select and Schedule Advertisement and Bid Opening Date (After Approval of PS&E and Notice to Proceed)
		PM	OM	Request Approval for Advertisement and Bid Opening Date
		OM	F, PM	Submit Bid Advertisement (3 days prior to proposed bid advertisement date)
		PM	F	Submit Bid Advertisement to newspaper and Daily Journal of Commerce
		PM	F, L	Place Bid Booklet (Contract Specifications and Plans) on County Website
		OM	F, PM	Addendum posted to website (if applicable)
				Retain Advertised Bid Ad for records (Affidavit of Publication)
				- DJC (503) 226-1311
				- ADH (541) 812-6126, Pam Burright

Bid Opening

		PM	CE, F	1	Create Contractor bid fill-in form to distribute at Bid opening
		CE	F	2	Open Bids at Commissioner's Public Meeting
		CE, PM	CC	3	Make copies of all bids at the Clerk's office before leaving Courthouse. (originals stay with Clerk except original bonds)
		C	CC	4	Submit First-Tier Subcontractor Disclosure at day of bid opening
		PM	F, OM	5	Distribute copies of Bids and First Tier Subcontractor Disclosure form
		PM, CE		6	Bid Analysis (LAG Sec C chapter 15 pages 25-28)
					- DBE Commitment Certification and Utilization Form, Form 734-2785
					- Subcontractor Solicitation and Utilization Form, Form 734-2721
					- First-Tier Subcontractor Disclosure Form
		PM	F, OCR	7	Fill out and Submit DBE Commitment Certification and Utilization Form, Form 734-2785 (submitted with bid)
		PM	F, L	8	Create Bid Tabulation and post to County website -**DO NOT INCLUDE ENGINEER'S ESTIMATE**
		PM	F, L, OCR	9	Submit Civil Rights Bid Notification for Certified Agency Projects, Form 734-2848 (Day of bid opening)
		OCR	F, OM	10	Notify Local Agency of responsiveness of Bidder (within 24 hours of receipt of Form 734-2848)
		C	PM	11	Submit Committed DBE Breakdown and Certification Form, Form 734-2531 (if DBE goal > 0%)

	PM	F, DBE	12	Submit Committed DBE Breakdown and Certification Form, Form 734-2531 (if DBE goal > 0%)	
Legend:	F= File	PM= Project Manager	C= Contractor	OM= Office Manager	DBE= Disadvantaged Business Enterprise
	CE = County Engineer	CR = County Roadmaster	CC = County Commissioners	L= Local Liason	OCR=Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK	
				Bid Opening Cont.	
		DBE	F, PM	13	Notify Local Agency by email of the confirmation (Within 24 hours of receipt of DBE Breakdown)
		CE	C, PM, OM	14	Send all bidders "Intent to Award" Letter (00130.10). Include W-9 form to low bidder
		PM	F, L	15	Distribute "Intent to Award" Letters

Awarding Contract					
		PM	F	1	Notice of "Intent to Award" posted on website
		CE	F, PM, CR, CC	2	Request for Approval of Recommendation to Award Contract to be put on Commissioners' docket
		CE	C, OM	3	Send Award Letter and Contracts to be signed within 30 days of bid opening
		PM	F, L, OCR	4	Submit copy of Award Letter (both LAL's)
		PM	F, L	5	Send 8 copies of Contract Documents (Final Plans and Specs) to Construction LAL(at award letter)
		PM	F, OCR	6	Submit Civil Rights Award Notification for Certified Agency Projects, Form 734-2849 (Within 3 days of sending award letter)
		DBE	PM, C, CE	7	email Pre-construction packet (Within 3 days of receiving the Award Letter)
		C	OM	8	Submit required number of bid booklets with originals (within 15 days after contract booklets sent) (00130.50(a)) <ul style="list-style-type: none"> - Performance and Payment Bond - Certificates of Workers Compensation Coverage

		C	F, PM, OM	9	Submit Tax Identification number, W-9 Form (SP00130.40(e))
		CE	F, PM, L	10	Submit Quality Assurance & Contract Admin Plan, QACAP, Form 734-2857 (7 days before Notice to Proceed)
		OM	CR, CC	11	Schedule Awarded Contract to be signed by Commissioners
		C	F, PM, OM	12	Submit certificates of insurance (00130.40(b) - see 00170.70) <ul style="list-style-type: none"> - Commercial General Liability - Commercial Automobile Liability - Additional Insured

		CE	F, PM, C, OM	13	Send fully executed contract booklet (00130.50(b)) (within 7 days of receiving required documents)
		CE	F, L	14	Request ODOT Cost Estimate for Construction Engineering Services
		CE	F, L	15	Prepare and Submit PAGE
		L	F, CE	16	Submit approved of PAGE
		CE	C	17	Send Notice to Proceed Letter with executed contracts (Within 5 days of Executed Contract) (00130.90)
		CE	F, L, OM, OCR	18	Distribute Notice to Proceed Letter
		OM	F, PM	19	Send BOLI payment (SP00170.67)
		C	F, PM	20	Certificate of Employee Drug Testing Program Form (170.74) (Furnish if requested by PM)
		PM	F, L, DBE	21	Submit Responsible Bidder Determination Form (with CCB at https://cbed.ccb.state.or.us/cdb_frames/responsible_bidders)

BID ADVERTISEMENT AND INVITATION TO BID

Linn County is soliciting Bids for the
Insert Project Name

The work includes the following:

Modify the following list by adding or deleting items (Delete this sentence):

- 1) Remove existing structure
- 2) Construct new bridge
- 3) Install guardrail
- 4) Construct roadway
- 5) Asphalt concrete paving
- 6) Install pavement markings and signing
- 7) Install stormwater quality facility
- 8) Perform additional and incidental Work as called for by the Specifications and Plans.

This solicitation is for a public works project subject to ORS 279C.800 to 279C.870 or if applicable the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 U.S.C. 3141 Et Seq.).

All projects have minimum wage rate requirements. Federally funded projects, except Local Road and Rural Minor Collector projects, are subject to the "General Wage Determination issued under the Davis-Bacon and related acts from the U.S. Secretary of Labor," unless a higher wage rate and fringe benefits are required according to ORS279C.838, as provided in the Oregon Bureau of Labor and Industries (BOLI) publication titled "Prevailing Wage Rates for Public Contracts in Oregon subject to both the State PWR and Federal Davis-Bacon Act." "Determinations" and BOLI's "Prevailing Wages Rates for Public Works Contracts in Oregon subject to both the State PWR and Federal Davis-Bacon Act" wage are available on the web at www.oregon.gov/BOLI/WHD/PWR. State funded projects and Federally-Funded Local Road and Rural Minor Collector projects are subject to BOLI's "Prevailing Wage Rates for Public Works Contracts in Oregon."

All Federally Funded projects have "BUY AMERICA" requirements.

The Agency is an Equal Opportunity and Affirmative Action Employer. The policy of the Agency is to provide equal opportunity for participation in its contracting activities to all persons and firms in compliance with applicable Federal and State Laws, rules, and regulations.

Linn County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252,42 U.S.C. 2000d to 200-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

This project contains a **Insert Goal % DBE Goal.**

The date and time after which bids will not be received is **Insert Day, Date, at time am, PDT.**

Pre-qualification with ODOT and Linn County is required. Pursuant to ORS 279C.430 pre-qualification applications must be filed with ODOT at least ten (10) days prior to the bid opening date. A copy of the ODOT letter of prequalification approval must be submitted to the Linn County Engineer prior to the bid opening, if not already on file with Linn County. All bidders (prime contractors) must be qualified within the appropriate class(es) of work stated in the Contract Specifications for this project. The Agency will reject bids from bidders who are not prequalified for the class(es) of work indicated.

The Specifications for the "Insert Project Name" project may be reviewed at 3010 Ferry Street SW, Albany, Oregon 97322. The Specifications may also be reviewed at the Willamette Valley Plan Center, the Oregon Contractor Plan Center, Daily Journal of Commerce, and the Linn County Road Department web site: www.co.linn.or.us/roads/roads.asp.

The name and title of the person designated for receipt of Bids is Ralph Wyatt, County Administrative Officer. The Bids must be sealed and must be mailed or delivered to that person in the Linn County Courthouse at the following address: Board of Commissioners, 300 Fourth Avenue SW, Room 201, Albany, OR 97321. The outside of the Bid package shall plainly state the following: "Bid for Insert Project Name; Day, Date, at time am, PDT; [Bidder's name and address]."

The date, time, and place that the public contracting agency will publicly open the Bids Insert Day, Date, at approximately Insert time am, at the Linn County Courthouse, 300 Fourth SW, Room 200, Albany, OR 97321. Linn County may reject any Bid not in compliance with all prescribed public procedures and requirements, and may reject for good cause any or all Bids upon a finding of the agency that it is in the public interest to do so. No Bid for this construction contract shall be received or considered by Linn County unless the Bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board.

Published: *Daily Journal of Commerce*, on Insert Date
Albany Democrat Herald, on Insert Date

**BID BOOKLET
FOR BRIDGE CONSTRUCTION**



**LINN COUNTY ROAD DEPARTMENT
LINN COUNTY, OREGON**

BRIDGE AND ROADWAY

HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

UPPER BERLIN DRIVE

LINN COUNTY

JULY 9, 2013

CLASS OF PROJECT FEDERAL AID NO. BRO-C043 (026)

CLASS OF WORK BRIDGES AND STRUCTURES

BID OF _____

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

DESCRIPTION OF WORK

Bridge and Roadway
Hamilton Creek (Upper Berlin Drive) Bridge
Upper Berlin Drive
Linn County
July 2013

TIMES AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be 9:30:00 a.m. on the 9th day of July, 2013.

Bids shall be submitted to:

Ralph Wyatt, County Administrative Officer
Linn County Courthouse
300 Fourth Avenue S.W., Room 201
Albany, Oregon 97321

Contractor shall submit bids no later than the indicated time and date of Bid Closing.

Bids, Bid modifications, and Bid withdrawals will not be accepted after the indicated time and date of Bid Closing.

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

Bid Opening for the work described above will be opened and read at the Linn County Courthouse, Board of Commissioners, 300 Fourth Avenue S.W., Room 201, Albany, Oregon, beginning at approximately 9:35:00 a.m. on the day of Bid Closing.

COMPLETION TIME LIMIT

Complete all Work to be done under the Contract not later than **November 30, 2013**.

CLASS OF PROJECT

This is a **Federal-Aid** Project.

CLASS OF WORK

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

APPLICABLE SPECIAL PROVISIONS

The Special Provisions booklet applicable to the above-described work, for which Bids will be opened at the place, time, and date stated above, is that which contains the exact information as shown above on this page.

Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), class of project, or class of work.

**SPECIAL PROVISIONS
FOR BRIDGE CONSTRUCTION**

**LINN COUNTY ROAD DEPARTMENT
LINN COUNTY, OREGON**



**BRIDGE AND ROADWAY
HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE
UPPER BERLIN DRIVE
LINN COUNTY
JULY 9, 2013**

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

DESCRIPTION OF WORK

Bridge and Roadway
Hamilton Creek (Upper Berlin Drive) Bridge
Upper Berlin Drive
Linn County
July 2013

TIME AND PLACE OF RECEIVING BIDS (BID CLOSING)

Bids for the work described above will be opened and read at the Linn County Courthouse, Board of Commissioners, 300 Fourth Avenue S.W., Room 201, Albany, Oregon, beginning at approximately 9:35:00 a.m. on the day of Bid Closing.

START DATE

No work included in this contract shall begin prior to the Preconstruction Meeting. Other Job Site Restrictions may apply as shown in Section 130.80 of these Specifications.

COMPLETION TIME LIMIT

Complete all Work to be done under the Contract, except for seeding establishment, not later than **November 30, 2013**.

CLASS OF PROJECT

This is a **Federal-Aid** Project.

CLASS OF WORK

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

PROJECT INFORMATION

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

Daineal Malone, P.E., Project Manager, Linn County Road Department,
3010 Ferry St, S.W., Albany, Oregon 97322; Phone 541-967-3919, FAX 541-924-0202.
Email: dmalone@co.linn.or.us

Kevin Groom, P.E., Project Engineer, Linn County Road Department,
3010 Ferry St, S.W., Albany, Oregon 97322; Phone 541-967-3919, FAX 541-924-0202.
Email: kgroom@co.linn.or.us

Chuck Knoll, P.E., Linn County Engineer, Linn County Road Department,
3010 Ferry Street, S.W., Albany, Oregon 97322; Phone 541-967-3919, FAX 541-924-0202.
Email: cknoll@co.linn.or.us

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

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**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

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**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 working 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 maybe 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 written notification 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. The notification shall list 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.

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" the Contractor shall provide immediate written notification to the Engineer when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minorities or women 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 equal opportunity obligations.

Monthly Report

The Contractor and each Subcontractor (\$10,000 or more) shall electronically submit to the Engineer a "Monthly Employment Utilization Report" (MEUR), Form 731-0668, by the 5th of each month. The electronic form is available at:

http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml#WDP_Form

Annual Report

Each July for the duration of the Project, Contracts in the amount of \$10,000 or more and on each Subcontract, not including material suppliers, in the amount of \$10,000 or more, the Contractor and each 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 MEUR 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 (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 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 can 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 Special 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. Within 30 Calendar Days the Contractor or Subcontractor must show good cause or must provide an acceptable agreement for corrective action.

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.

**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 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 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 Disadvantaged Business Enterprise (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 121, Division 50, MBE/WBE Certification.

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, describing the work to be performed by DBE firms on this project.

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

AFDBE - African American owned Certified Disadvantaged Business Enterprise Contractor or Subcontractor.

FAA - Federal Aviation Administration

FHWA - Federal Highway Administration

FTA - Federal Transit Administration

ODOT - Oregon Department of Transportation

OMWESB - The Office of Minority, Women and Emerging Small Business, which is authorized to certify DBE firms according to federal regulations.

USDOT - United States Department of Transportation

SADBE - Subcontinent Asian American owned Certified Disadvantaged Business Enterprise Contractor or Subcontractor.

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.

Certified Disadvantaged Business Enterprise - A business firm certified by the OMWESB, indicating that it:

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

Commercially Useful Function - Commercially useful function is defined as follows:

49 CFR 26.55(c) defines commercial useful function as: *a DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.* To determine whether a DBE is performing a commercially useful function, the recipient or Contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

Commodity Codes - Codes assigned by the OMWESB 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.

Contractor/Subcontractor - A licensed business participating in a contract, subcontract, or other agreement which ODOT has awarded or to which ODOT has consented.

DBE Directory of Certified Firms - A publication (available in paper, disk copies, or Internet) listing all Disadvantaged Business Enterprises which are currently certified by the OMWESB. 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 participation goal.

DBE Eligibility - A firm is eligible to participate as a Disadvantaged Business if it meets the criteria as established by regulation and enforced by the certifying agency. 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 - 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.

Goal - An assigned numerical percentage value of the total dollar amount of a contract award for DBE participation which, based on the waiver granted by the United States

Secretary of Transportation, dated August 20, 2012, allowing group specific goals, is allocated solely for AFDDBE and SADDBE participation.

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 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 or operates distribution equipment. 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 prime 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.

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

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

(According to 49 CFR 26.87(j)(2), if a prime Contractor has executed a subcontract with a firm before the ODOT notifies the firm of its ineligibility, the prime Contractor may continue to use the firm on the contract and may continue to receive credit toward its 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 contract goal. 49 CFR 26.87(j)(3) 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 contract goals.)

In determining whether an AFDDBE or SADDBE prime Contractor has met a contract goal, only the work the AFDDBE or SADDBE has committed with its own forces as well as the type of work that it has committed to be performed by AFDDBE or SADDBE subcontractors or 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 DBE contract or overall goals.)

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

These Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions concerning the use of DBEs will apply equally to AFDDBEs and SADDBEs committed to meet the DBE goal for AFDDBE and SADDBE participation, as well as to other committed DBEs. References to DBE contractors and to DBE subcontractors throughout the provisions shall apply to such committed DBEs, and AFDDBEs, and SADDBEs.

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 prime 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 prime 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 prime Contractor's DBE goal provided it was listed in the original DBE commitment prior to bid award.

05.00 DBE Subcontract and Sub-Subcontract Documents - All work committed to DBE firms toward meeting the assigned participation goal and as a condition of contract award, including work to be performed by DBE firms substituting for DBE firms committed as a condition of contract award, shall be performed under a written subcontract agreement, regardless of the description of work to be performed by either the committed or substituting DBE firm. The subcontract agreement shall fully describe any partial bid item work committed to be performed by DBE firms.

According to Oregon Standard Specifications for Construction subsection 00180.21, the Contractor shall submit written request for consent from ODOT to subcontract any portion of the work at any tier, using form 734-1964, "Contractor's Request for Subcontract Consent," available from the Project Manager. Written consent for the subcontract shall be obtained before the subcontractor is allowed to commence any work on the project.

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 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 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 Project Manager 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 DBE Work Plan Proposal Form shall be completed by all DBE firms participating as subcontractors. The form is available by contacting the Office of Civil Rights at 503-986-4350. The form is also included in the Contractor's Pre-construction Conference Packet.

DBE firms shall submit their Work Plan Proposal Form to the Contractor in time for the Contractor to deliver same to the Project Manager at the pre-construction conference. 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 ODOT 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.

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

(f) Additional Information - Provide comments or explanation of any of the information provided above.

The DBE Field Coordinator and Project Manager will review the proposals and 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 Project Manager at 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 for all DBE's that are performing work on the project regardless of contracting tier or if used to meet the DBE goal.

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 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 prime, 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 prime 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 ODOT.

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 ODOT 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. Instead 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 Project Manager augment its work force with personnel of another firm. The Project Manager 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 Project Manager 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 prime 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 ODOT Project Manager prior to the DBE starting work. The Project Manager 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 - 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 will be credited at 100% if the DBE furnishes 100% of the equipment (in this case, paddles and radios) to perform the committed work. If the DBE uses employees' equipment for any part of the work, the DBE will be credited as a broker as defined in Section 02.00. This credit will equal the DBE labor broker's commission for supplying personnel to the job.

10.00 Termination and Substitution of DBE - The Contractor shall notify ODOT in writing and shall obtain written consent before terminating and/or replacing the DBE that was committed as a condition of contract award or otherwise being used or represented to fulfill DBE contract obligations during the contract performance period. Written consent for terminating the performance of any DBE will be granted only where the Contractor can

demonstrate 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 DBE will not be consented to based solely on a Contractor's ability to negotiate a more advantageous contract with another subcontractor.

(a) Contractor Written Request to Terminate DBE - All Contractor requests to terminate, substitute or replace 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.

(b) Contractor Written Notice to 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 firm, in conjunction to submitting the request to the Project Manager. The affected DBE firm may submit a response letter to the Project Manager 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 Project Manager 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 it's request letter, ODOT may determine that the affected (committed) DBE firm is unable or unwilling to continue the contract and a substitution will be immediately approved by the Project Manager.

(c) Proposed Substitution of Another Certified DBE - When a DBE substitution shall occur, the Contractor may submit another certified 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. ODOT will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the 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. Provide the following information:
 - 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 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 DBE - ODOT will consider the impact on DBE participation in instances where ODOT changes, reduces, or deletes work committed to the 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 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 - The Contractor shall maintain records of all subcontracts 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. 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 Project Manager. This policy applies to both DBE and non-DBE contractors. The Contractor shall submit a completed, signed original "Summary Report of Subcontractors Paid" form 734-2722, available from the Office of Civil Rights at 503-986-4350, to the Project Manager certifying that payment was made to each subcontractor or supplier. Submit the form when a progress or final payment has been made to each subcontractor or supplier or when any held retainage is returned to a subcontractor or supplier. Submit the form no later than the fifth day of the month following the date that payment was made to a subcontractor or supplier. At the completion of the project, submit a final form indicating the total amounts paid to all subcontractors and suppliers. *The participation of a DBE subcontractor will not be credited towards the prime Contractor's DBE achievements, or the overall goal, until the amount being counted toward the goal, and any retainage held by the prime 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. 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.

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 1
355 Capitol Street NE
Salem, OR 97301-3871
Phone: 503-986-4350
Fax: 503-986-6382

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

ASSIGNED DBE CONTRACT GOAL

**FOR African American Disadvantaged Business Enterprise (AFDBE)
AND Asian American Disadvantaged Business Enterprise (ASDBE)**

The assigned minimum **DBE (AFDBE/ASDBE)** goal for this Project is **0** %.

(This goal is only a part of the overall Statewide DBE program.)

A DBE Directory is available from the Office of Minority, Women and Emerging Small Business (OMWESB) web site at <http://www4.cbs.state.or.us/ex/dir/omwesb/> or by telephone at 503-986-0075.



Project Wage Rates

*General Wage Determinations Issued
under the Davis-Bacon Acts:
Oregon Highway Construction Projects*

and

*Prevailing Wage Rates for
Public Works Contracts in Oregon*



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".



GENERAL WAGE DETERMINATIONS

Issued under the

Davis - Bacon

Acts:

Oregon

HIGHWAY CONSTRUCTION

Projects



General Decision Number: OR120001 08/03/2012 OR1

Superseded General Decision Number: OR20100002

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/27/2012
3	02/17/2012
4	02/24/2012
5	03/02/2012
6	04/06/2012
7	05/04/2012
8	06/01/2012
9	06/15/2012
10	06/29/2012
11	07/06/2012
12	07/20/2012
13	08/03/2012

BROR0001-006 06/01/2012

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

Bricklayer	Rates	Fringes
BRICKLAYER	\$ 32.75	15.80

BROR0001-007 06/01/2012

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

Bricklayer	Rates	Fringes
BRICKLAYER	\$ 31.53	15.80

CARP9001-001 06/01/2007

ZONE 1:

Basepoints for Millwrights	Rates	Fringes
BASEPOINTS FOR MILLWRIGHTS		

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Carpenters:

CARPENTERS	\$ 27.56	13.30
DIVER STANDBY	\$ 34.42	13.30
DIVERS TENDERS	\$ 30.28	13.30
DIVERS	\$ 68.84	13.30
MANIFOLD AND/OR DEPRESSION CHAMBER OPERATORS	\$ 30.28	13.30
MILLWRIGHTS	\$ 28.04	13.30
FILEDRIVERS	\$ 28.04	13.30

DEPTH PAY:

50 to 100 feet	\$1.00 per foot over 50 feet
101 to 150 feet	1.50 per foot over 101 feet
151 to 200 feet	2.00 per foot over 151 feet

Zone Differential (Add to Zone 1 rates):

Zone 2	-\$0.85
Zone 3	- 1.25
Zone 4	- 1.70
Zone 5	- 2.00
Zone 6	- 3.00

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.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, FILEDRIVERS 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	FORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

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EUGENE
 PORTLAND
 VANCOUVER

NORTH BEND
 MEDFORD

LONGVIEW
 THE DALLES

BASEPOINTS FOR FILEDRIVERS AND DIVERS

ASTORIA
 EUGENE
 MEDFORD
 ROSEBURG

BEND
 KLAMATH FALLS
 NEWPORT
 SALEM

COOS BAY
 LONGVIEW
 PORTLAND
 THE DALLES

* ELEC0048-006 07/02/2012

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

	Rates	Fringes
CABLE SPICER.....	\$ 40.75	18.41
ELECTRICIAN.....	\$ 37.05	18.41

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 Delorrrne Street Atlas USA 2006 plus.

ELEC0112-001 06/01/2011

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

	Rates	Fringes
CABLE SPICER.....	\$ 37.70	38+14.63
ELECTRICIAN.....	\$ 35.90	38+14.63

ELEC0280-003 07/01/2012

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,

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MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPICER.....	\$ 40.10	38+15.18
ELECTRICIAN.....	\$ 36.46	38+15.18

ELEC0291-006 06/01/2012

MALHEUR COUNTY

	Rates	Fringes
CABLE SPICER.....	\$ 30.47	58+10.76
ELECTRICIAN.....	\$ 27.70	58+10.76

* ELEC0659-004 01/01/2012

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 SPICER.....	\$ 33.02	14.45
ELECTRICIAN.....	\$ 30.02	14.45

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 DELORRNE STREET ATLAS USA 5.0.

ELEC0932-004 01/01/2012

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.....	\$ 32.45	13.98

ENGI0701-005 01/01/2012

ZONE 1:

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POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.27	12.08
GROUP 1A.....	\$ 39.13	12.08
GROUP 1B.....	\$ 41.00	12.08
GROUP 2.....	\$ 35.64	12.08
GROUP 3.....	\$ 34.65	12.08
GROUP 4.....	\$ 33.71	12.08
GROUP 5.....	\$ 32.60	12.08
GROUP 6.....	\$ 29.61	12.08

Zone Differential (add to Zone I rates):
 Zone 2 - \$3.00
 Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
 CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLOMBIA;
 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

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receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator tandem, quadline, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up

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to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane hoist five (5) ton capacity or less; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzly Operator; DRILLING: Drill Doctor; Boring Machine Operator; Driller-Perccussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe

operator, track and wheel type up to and including 20,0000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/Mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. Yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRE: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Bern, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator;

Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double Drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs.; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator; Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or similar types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DUB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chhip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRE: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working Platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu

yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler- Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

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.

IRON0029-004 01/01/2012

Rates	Fringes
IRONWORKER.....\$ 33.87	20.10

LAB00001-006 06/01/2008

Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....\$ 25.75	11.25

LAB00003-003 06/01/2010

ZONE 1:

LABORERS (SEE FOOTNOTE C)

Rates Fringes

LABORERS:		
GROUP 1.....	\$ 24.76	12.10
GROUP 2.....	\$ 25.39	12.10
GROUP 3.....	\$ 25.85	12.10
GROUP 4.....	\$ 26.25	12.10
GROUP 5.....	\$ 21.61	12.10
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 CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
PORTLAND	MEDFORD	PENDLETON
THE DALLES	ROSEBURG	SALEM

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreaders; Asphalt Plant Laborers; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choke Setter; Cleanup Laborers; Curing, Concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Fine Graders; Fence Builders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Guide Post; Reference Post, Right-of-way Marker; Hazardous Waste Laborers; Landscaping or Planting Laborer; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chippier Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor;

Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at jobsite); Weight-Man-Crusher (aggregate when used); General Laborer

GROUP 2: Applicator (including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green-Cutter (concrete, rock, etc.); Concrete Laborer; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Dropping and Wrapping Pipe; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Post Hole Diggers, Air, Gas or Electric; Sand Blasting (wet); Tampers; Tool Operators (includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers)

GROUP 3: Asbestos removal (structural removal only); Bit Grinder; Concrete Saw Operator; Drill Doctor; Drill Operators (Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills, and other similar types, including at crusher plants); Manhole Builder; Nippers and Timbermen; Power Saw Operators (bucking and falling); Sand Blasting (dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks; Tugger Operator; Vibrator-all types; Vibrating Screenshot; Water Blaster.

GROUP 4: Asphalt Rakers; Concrete Nozzleman; Grade Checker; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Pipe Layers-All types; Powdermen; Pumpcrete Nozzleman; Loop Installation; Tunnel-miner; Tunner- powderman; Motorman-Dinky Locomotive; Shield Operator; Tunnel Bullgang (above ground); Tunnel Chuck Tenders; Tunnel-Muckers, Brakemen, Concrete Crew, Bull gang (underground)

GROUP 5: Traffic Flaggers

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.
 PAIN0055-005 07/01/2011

	Rates	Fringes
PAINTER HIGHWAY & PARKING LOT STRIPER.....	\$ 33.19	9.05

* PAIN0055-036 07/01/2012

	Rates	Fringes
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Painters:
 BAKER, BENTON, CLATSOP,
 CROOK, DESCHUTES, GRANT,
 GILLIAM, HARNEY, GRANT,
 JEFFERSON, LAKE, LANE,
 LINN, LINCOLN, MALHEUR,
 MARION, POLK, TILLAMOOK,
 SHERMAN, UNION, WHEELER
 AND YAMHILL COUNTIES

High work-All work 60 feet or higher.....	\$ 20.36	8.42
Painters.....	\$ 19.61	8.42
CLACKAMAS, COLUMBIA, HOOD RIVER, MULTNOMAH, MORROW, UMATILLA, WALLOWA, WASCO AND WASHINGTON COUNTIES		
High work-All work 60 feet or higher.....	\$ 21.36	8.42
Painters.....	\$ 20.61	8.42

JACKSON AND KLAMATH
 COUNTIES
 High Work-All Work 60
 feet or higher..... \$ 18.36
 Painters..... \$ 17.61

PLAS0555-001 06/01/2012

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1) CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD...\$ 29.98		17.76

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CEMENT MASONS ON
 SUSPENDED, SWINGING AND/OR
 HANGING SCAFFOLD.....\$ 30.58 17.76
 CEMENT MASONS.....\$ 30.58 17.76
 COMPOSITION WORKERS AND
 POWER MACHINERY OPERATORS...\$ 31.18 17.76

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

SUOR1991-003 04/01/1991

	Rates	Fringes
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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

TEAM0037-004 06/01/2011

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
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Truck drivers:
 GROUP 1.....\$ 26.90 13.15
 GROUP 2.....\$ 27.02 13.15
 GROUP 3.....\$ 27.15 13.15
 GROUP 4.....\$ 27.41 13.15
 GROUP 5.....\$ 27.63 13.15
 GROUP 6.....\$ 27.99 13.15
 GROUP 7.....\$ 27.99 13.15

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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
EUENS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANT'S PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	FORT 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 cu 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 outlined 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.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SUIA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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:

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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

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**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

WEB SITE ADDRESSES

Addenda Letters (00120.30):

<http://www.co.linn.or.us/Roads/ContractConst.asp> - Project Title

Notice of Intent to Award (00130.10):

<http://www.co.linn.or.us/Roads/ContractConst.asp> - Project Title


**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

LINN COUNTY ROAD DEPARTMENT
SPECIAL PROVISIONS
FOR

Bridge and Roadway
Hamilton Creek (Upper Berlin Drive) Bridge
Upper Berlin Drive
Linn County
July 2013

CONSOLIDATED SPECIAL PROVISIONS

As the preparer of the consolidated specifications for this Project I acknowledge compliance with the *"Modified Exemption from DOJ Legal Sufficiency Review and Approval for ODOT Highway Construction Contracts"* dated July 11, 2008.

By: 


Date: June 12, 2013

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

**LINN COUNTY ROAD DEPARTMENT
SPECIAL PROVISIONS
FOR**

**Bridge and Roadway
Hamilton Creek (Upper Berlin Drive) Bridge
Upper Berlin Drive
Linn County
July 2013**

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>Exp. Date: 07/22/2015</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Roadway and Drainage . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00210, 00220, 00225, 00280, 00290, 00296, 00305, 00310, 00320, 00330, 00340, 00350, 00370, 00390, 00480, 00640, 00730, 00744, 00810, 00850, 00851, 00860, 00930, 00940, 01030, 01092, 02110, 02320, 02450, 02630, 02820, 02910, 03020</p>
<p>Date Signed: <u>June 12, 2013</u></p>	<p>C.R.Knoll</p>

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**


LINN COUNTY ROAD DEPARTMENT

SPECIAL PROVISIONS

FOR

Bridge and Roadway
Hamilton Creek (Upper Berlin Drive) Bridge
Upper Berlin Drive
Linn County
July 2013

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>Expires: 6/30/2015</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Bridge Construction. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00440, 00501, 00510, 00520, 00530, 00540, 00545, 00550, 00587, 00592, 00820, 02001, 02010, 02020, 02030, 02040, 02050, 02060, 02210, 02440, 02510, 02520, 02560, 02690, 02810</p> <p>K.M.Groom</p>
<p>Date Signed: <u>6/12/13</u></p>	

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following on Upper Berlin Drive, spanning Hamilton Creek in Linn County:

1. Remove existing structure
2. Construct new bridge
3. Install guardrail
4. Construct roadway
5. Asphalt concrete paving
6. Install pavement markings and signing
7. Install stormwater quality facility
8. Perform additional and incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2008 edition of the "Oregon Standard Specifications for Construction".

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

CLASS OF PROJECT

This is a **Federal-Aid** Project.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) OBLIGATIONS

The contractor, in coordination with State and County, shall agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contractors and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally- assisted contracts. Agency shall carry our applicable requirements of Title 49, CFR. Part 26, in the award and administration of such contracts. Failure to carry out these requirements is a material breach of this contract and may result in the termination of this contract or such other remedy as deemed appropriate by the Agency.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway

00110.20 Definitions - Add the following:

Whenever the following terms are used in the contract documents, they shall be understood to have the meanings given herein.

Agency - Add the following sentence:

References in the Standard Specifications to "Agency" shall mean "Linn County", except where the context or intended meaning otherwise require.

Agency Level Review - The Agency level review(er) is construed to mean the Linn County Commissioners.

Engineer - The Linn County Engineer acting either directly or through an authorized representative or Roadmaster of the Linn County Road Department. The Engineer as provided by Section 00199 is construed to mean the Linn County Engineer.

Legal Holidays - Legal holidays are defined in ORS 187.010.

Region Level Review - The Region level review, Step 1, as provided by Section 00199 is construed to mean the Roadmaster of Linn County.

Standard Specifications - The Standard Specifications, which are applicable to these General, Special, and Technical Provisions herein contained are as follows:

Oregon Standard Specifications for Construction - ODOT/APWA [issue of 2008] hereinafter called the Standard Specifications.

Standard Specifications may be modified, supplemented, or superseded by the General, Special and Technical Provisions herein contained.

Wherever the words "State Transportation Commission," "Division," "Agency," "State of Oregon," or "State," appear in the Standard Specifications, they shall be construed to mean Linn County, Oregon, except for Sections 00170.70(c), 00170.72 and 00170.79, and where the context or intended meaning otherwise requires.

Where the words "ODOT Procurement Office" appear in the Standard Specifications, they shall be construed to mean Linn County Road Department.

Any errors or omissions are unintentional and shall not be used for financial or contractual gain, and should be brought to the attention of the County Engineer or Project Manager as soon as possible.

Supplemental Specifications - Supplemental Specifications are applicable to the particular Contract, and supplement and modify the Standard Specifications with regard to the Work to be done under the Contract.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

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00120.00 Prequalification of Bidders - Replace this subsection, except for the subsection number and title, with the following:

The Oregon Department of Transportation (ODOT) will prequalify Bidders according to OAR 734-010 and OAR 731-005-0450. A Bidder must file for prequalification and pay a fee. Prequalification must be renewed annually. Bidders shall make application for prequalification on standard forms furnished by ODOT's Procurement Office - Construction Contracts Unit, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348 (telephone 503-986-2710). Bidders shall return the completed application and fee to the ODOT Procurement Office - Construction Contracts Unit.

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

Linn County Road Department will use the same forms furnished by the ODOT Procurement Office. If a contractor has been prequalified by ODOT in the Classes of Work specified in the special provisions, then the contractor may submit the application submitted to ODOT and the letter of approval for prequalification obtained from ODOT to the Linn County Road Department as prequalification for this project. There is no fee to the bidder for prequalification with Linn County Road Department.

Prequalification forms should not be submitted with the bid, but should be submitted at least 10 Calendar Days prior to the bid opening date; if submitted with the bid, the right to appeal disqualification is forfeited.

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

00120.05 Request for Solicitation Documents - Replace this subsection, except for the subsection number and title, with the following:

00120.05 Request for Plans, Special Provisions, and Bid Booklets:

(a) Informational Plans and Special Provisions - Informational Project Plans Special Provisions and Bid Booklets are available on the Linn County web site or may be picked up at the Linn County Road Department, 3010 Ferry St SW, Albany, OR 97322 (telephone 541-967-3919). Refer to the Web Site Address Page for web site information.

Bidders obtaining Plans, Special Provisions, and Bid Booklets from the Linn County web site must register with Linn County's "Plan Holder Registration". Bids will only be accepted from Bidders with a current "Plan Holder Registration".

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

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July 2013"

00120.40(a-1) Paper Bids - Replace the paragraph that begins "For Bids submitted..." with the following paragraph:

For Bids submitted by paper, obtained from either the Linn County Road Department or the Linn County Road Department website, the Bidders shall not alter, in any manner, the paper documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the paper Bid Booklet. Entries on the paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

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

00120.40(c-2) Electronic Bid Schedule Entries - Delete this subsection in its entirety.

00120.40(d) Bidder's Address and Signature Pages - Delete the last sentence in the paragraph.

00120.40(e) Bid Guaranty - Replace this subsection, except for the subsection number and title, with the following:

Each proposal shall be accompanied by cash, certified check, or bidder's bond, located in Appendix B - Bid Section of these specifications, made payable to Linn County in the amount equal to ten percent (10%) of the total amount of the proposal submitted. This check or bid bond shall be given as a guarantee that, if awarded the contract, the successful bidder will execute that attached contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price within five (5) days after notification that the bid has been accepted.

The successful bidder shall use Linn County's Bond Forms, copies of which are included in the Bid Section of these Special Provisions.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.

Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

00120.40(f) Disclosure of First-Tier Subcontractors - In the paragraph that begins "Subcontractor Disclosure Forms submitted...", replace the words "Procurement Office - Construction" with the words "Linn County Road Department".

In the sentence that begins "The Subcontractor Disclosure Form may be submitted for paper bid, delete the second bullet and replace with the following:

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- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Linn County Road Department, at the address or facsimile number given in the Bid Booklet.

Delete the paragraph that begins "The Subcontractor Disclosure Form may be submitted for an electronic Bid...".

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

All proposals shall be submitted in a sealed envelope to Ralph Wyatt, Linn County Administrative Officer, prior to the time stated on the cover sheet and on the "DESCRIPTION OF WORK" page in these specifications. Facsimile or electronic bids are not allowed.

No bid will be received or considered by Linn County unless the bid contains a statement by bidder that ORS 279C.840 or U.S.C. 276a will be complied with.

Each bid must certify that the bidder has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

It is not necessary to be licensed under ORS 468A.720.

Bidders shall submit a proposal on the attached schedule, located in Appendix - B Bid Section of these specifications, and sign in the location provided.

Attention: Do not include the plans and specifications when submitting your bid proposal. Submit only the items included in the Bid Section and any addendum that may have been issued for this project.

The Bid Section includes:

- Bid Schedule Proposal
- Bid Proposal Bond
- First-Tier Subcontractor Disclosure Form
- DBE Commitment and Certification and Utilization Form
- Subcontractors Solicitation and Utilization Form

Withdrawal of a Bid proposal may be made prior to the time of the Bid Closing, either by fax, written request or in person. Bid Proposals, Bid modifications, and Bid withdrawals will not be accepted after the indicated time and date of Bid Closing.

Each proposal shall be identified on the exterior of the sealed envelope with the name of the project, the bid opening date, and the name and address of the bidder.

00120.60(a) Paper Bids - In the paragraph that begins "Information entered into...", replace the words "Procurement Office - Construction" with the words "Linn County Administrative Officer" and replace the bullet that reads "The Bid number is included: and" with the word "and".

Replace the bullet that begins "The written withdrawal..." with the following bullet:

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- The written withdrawal request is submitted on the Bidder's letterhead, either in person or by FAX, and;

00120.60(b) Electronic Bids - Delete this subsection in its entirety.

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

- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- The Bid is submitted on documents not obtained directly from the Linn County Road Department, downloaded from the Linn County Road Department web site, or is submitted by a Bidder who is not on the Linn County "Plan Holders Registration", as required by 00120.05.

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

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

00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder - Replace this subsection, except for the subsection number and title, with the following:

The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

Add the following paragraph:

The Linn County Board of Commissioners reserves the right to reject any or all proposals. Linn County may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding by Linn County that it is in the public's interest to do so.

00120.95 Opportunity for Cooperative Agreement - Delete this subsection in its entirety.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

00130.10 Award of Contract - Replace the bullet that begins "A satisfactory record of performance..." with the following bullet:

- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.

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Replace the bullet that begins "A satisfactory record of integrity..." with the following bullet:

- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.

00130.40 Contract Bonds, Certificates, and Registrations - Replace this subsection number and title and replace the sentence that begins "Before the Agency will..." with the following number and title and sentence:

00130.40 Contract Submittals - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

Add the following subsection:

00130.40(e) Tax Identification Number - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

Add the following subsection:

00130.40(f) Office of Civil Rights Forms - All bidders shall submit the Subcontractors Solicitation and Utilization Report, ODOT form 734-2721, within 10 days of bid opening. Submit the original directly to the ODOT Office of Civil Rights, and submit a copy to the Agency. This document is included in the Bid Section of this Bid Booklet. An electronic version can be found on the ODOT web site at:
<http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml> under "DBE Forms".

The Contractor shall submit to the Agency a monthly Summery Report of Subcontractors Paid, ODOT Form 734-2722. Both the Contractor and its Subcontractors shall submit Monthly Employee Utilization Report (MEUR), ODOT Form 731-0394. These forms can be found on the ODOT Civil Rights web site at: <http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml>.

SECTION 00140 - SCOPE OF WORK

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

00140.00 Purpose of Contract - Add the following paragraphs:

The Contractor shall supply all labor including a weigh person, supervision, tools and equipment, supplies, and materials necessary to complete the work specified herein. Pursuant to the Linn County Public Contracting Rules 137-049-0200(2), the Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, either in whole or part, without the County's prior written consent. Unless otherwise agreed by the County in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the County consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the County for complete performance of

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the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the County otherwise agrees in writing.

All equipment and tools shall be in good operating condition and shall be kept in proper adjustment throughout the duration of the project. All materials and supplies shall be of good quality and suitable for the purpose intended. The Contractor shall provide and use all safety equipment including but not limited to signs, hard hats, safety vests and clothing required by State and Federal regulations.

The Contractor shall, upon completion of the contract, remove all equipment, material and debris from the jobsite. Any asphalt concrete left on the shoulder of the road that is 3-inches or larger shall be removed prior to shoulder rock being placed. If in the opinion of the Engineer this cleanup work is not completed as specified herein, it will be cause for immediate shut down of the remaining work under this contract until it has been completed satisfactorily.

Work to be performed under the contract shall include such additional and incidental work as may be necessary to assure a completed and workmanlike product.

Contractor and subcontractors shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document their performance and any claims arising from or relating to their performance under the Contract. The County may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy and audit Contractor's and subcontractors' records relating to the Contract. Contractor and subcontractor shall maintain the records related to the Contract for a minimum of three (3) years from the date of final payment, under the Contract or subcontract, as applicable, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever is later.

00140.60 Extra Work - Add the following to the end of this subsection:

Extra work, if required, shall be done only upon the written instructions from the Engineer and as covered under the provisions of Section 00140.60 (Extra Work), 00196 (Payment for Extra Work) and 00197 (Payment for Force Account Work) of the Standard Specifications.

The Contractor shall be responsible for the workmanship of all force account work.

00140.70 Cost Reduction Proposals - Replace the paragraph that begins "The Contractor may submit..." with the following paragraph:

The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

SECTION 00150 - CONTROL OF WORK

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

00150.05 Cooperative Agreements - Delete this subsection in its entirety.

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00150.15 Construction Stakes, Lines, and Grades - Delete this subsection, except for the subsection number and title, with the following:

(a) General - Replace the paragraph that begins "The Contractor shall perform.." with the following:

The Contractor shall be held responsible for the preservation of all stakes and marks and if any of the stakes have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against him and will be deducted from the payments for the work.

The Contractor shall furnish at his own expense, any necessary labor and equipment, stakes and other materials, which he may find necessary to construct the work.

In the case of alterations, which involve any changes in stakes, the Contractor shall cooperate with the Engineer and facilitate the prompt re-establishment of field control for the altered work.

(b) Agency Responsibilities - The Agency will perform the Agency responsibilities described in Section 00305.04 of these specifications.

(c) Contractor Responsibilities - The Contractor will perform the Contractor responsibilities described in Section 00305.05 of these specifications.

00150.20 Inspection - Add the following:

Under the contract, the Contractor is hereby officially informed as follows:

- The County will maintain on-the-job inspection personnel, adequate to assure substantial conformity to these specifications.
- Inspection will be conducted under the provisions of Section 00150.20 (Inspection) and 00150.25 (Acceptability of Materials and Work) of the Standard Specifications.
- The Contractor shall at all times, during the work under this contract, maintain on the work location, adequate and qualified supervisory personnel to assure the conformity of the finished product to the Plans and Specifications.
- Any item of work, which will be later concealed by other work, shall be placed and prior to covering, the Contractor shall inform the Engineer and allow the necessary inspection prior to such concealment. Failure to so comply will be cause for the Engineer to require the Contractor to adequately and satisfactorily expose such item and allow the Engineer to inspect the same. The Contractor shall then replace the disturbed work and/or any unsatisfactory portion of the subject item, all at the Contractor's own expense and to the satisfaction of the Engineer.
- The Contractor shall perform all work under the intent of these Plans and Specifications. Any requirements in any document will be followed if desirable whether or not it appears in all. If the Contractor fails to call omissions or conflicting statement to the attention of the Engineer prior to submission of the proposal, he agrees thereby to abide by the decision of the Engineer regarding same.
- The intent of the Drawings and Specifications is to outline and control the work in a manner, which will result in a complete and finished product. Any omissions in the Plans and Specifications pertinent to the requirements of the specified items are unintentional. If any are found, the Contractor will be expected to perform the work in

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a workmanlike manner to achieve the intent as stated above, at no additional cost to the County.

- Should the Engineer or his authorized representative observe specification non-compliance on any item at any time during the contract, the Contractor will be informed and the Contractor will be required to correct such work to the satisfaction of the Engineer.
- Any equipment brought into the work, which in the opinion of the Engineer or his representative, is so worn or in such condition of disrepair as to cast severe doubt upon its ability to perform specification work will not be allowed to perform work on the project. There will be no cost to the County for this equipment. If the rejection of this equipment delays the project, it will not be justification for an approved extension.

00150.30 Delivery of Notices - Replace this subsection, except for the subsection number and title, with the following:

Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency; or
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt or seven Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or three Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt or seven Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or three Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

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00150.35(c) Number and Size of Drawings - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit Working Drawings according to one of the following methods:

(1) Paper Submittal - For paper submissions, submit four copies of Working Drawings for steel Structures and four copies of Working Drawings for other Structures to the Engineer. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 34 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

(2) Electronic Submittal - For electronic submissions, contact the Engineer.

00150.35(d-1) Stamped Working Drawings - Replace the sentence with the following sentence:

Stamped Working Drawings will be designated as "reviewed" or "reviewed with comments" by the Engineer.

00150.35(d-2) Unstamped Working Drawings - Replace the sentence with the following sentence:

Unstamped Working Drawings will be designated on the face of the Drawing, as "approved", "approved as noted", or "returned for correction" by the Engineer.

00150.40 Cooperation and Superintendence by the Contractor - Replace this subsection, except for the subsection number and title, with the following:

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
 - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
 - Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
 - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
 - Appointees shall be competent to manage all aspects of the Work.
 - Appointees shall be from the Contractor's own organization.

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- Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
- Appointees shall be experienced in the types of Work being performed.
- Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
- The appointed single Superintendent, or any alternate Superintendent shall:
 - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
 - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
 - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
 - Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
 - Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
 - Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
 - Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
 - Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
 - Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
 - Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Information:

There are no anticipated conflicts with the Utilities listed below. Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

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Utility	Contact Person's Name and Phone Number
1. Consumers Power 1900 W Oaks Street, Lebanon, OR 97355	Garey Burges (541) 451-6512 email: gareyb@cpi.coop
2. CenturyLink PO Box 337, Lebanon, OR 97355	Kerry Pozder (541) 259-7275 email: kerry.pozder@centurytel.com

Consumers Power operates a power facility within the Project limits, running parallel along the north side of the roadway of Upper Berlin Drive. Notify, in writing, at least 7 Calendar Days (1 week) before beginning bridge removal, pile driving and erection of the bridge.

CenturyLink operates a facility within the project limits, running parallel along the south side of Upper Berlin Drive and attached to the south side of the existing bridge. Notify Century Link at least 14 Calendar Days (2 weeks) before beginning bridge removal work or working within 10 feet of underground facilities. Allow CenturyLink 14 Calendar Days (2 week) to complete relocation work.

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

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

00165.10(a) Field Tested Materials - Replace the words "Procurement Office - Construction, Contractor Plans" with the words "Procurement Office - Construction Contracts Unit".

00165.10(b) Nonfield Tested Materials - Replace the words "Procurement Office - Construction, Contractor Plans" with the words "Procurement Office - Construction Contracts Unit".

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.00 General - Add the following:

The Contractor shall at all times keep informed of, observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the work including but not limited to the following which are incorporated by this reference:

- A. ORS 279C.500 ("Person" defined).

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- B. ORS 279C.505 (Conditions concerning payment, contributions, liens, withholding, drug testing)
- C. ORS 279C.510 (Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching)
- D. ORS 279C.515 (Conditions concerning payment or claims by public officers, payment to persons furnishing labor or materials and complaints).
- E. ORS 279C.520 (Condition concerning hours of labor).
- F. ORS 279C.525 (Provisions concerning environmental and natural resources laws; remedies).
- G. ORS 279C.530 (Condition concerning payment for medical care and providing workers' compensation).
- H. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- I. ORS 279C.540 (Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules).
- J. ORS 279C.545 (Time limitation on claim for overtime; posting of circular by contractor).
- K. ORS 279C.550 ("Retainage" defined).
- L. ORS 279C.555 (Withholding of retainage).
- M. ORS 279C.560 (Form of retainage).
- N. ORS 279C.570 (Prompt payment policy; progress payments; retainage; interest; exception; settlement of compensation disputes).
- O. ORS 279C.580 (Contractor's relations with subcontractors).
- P. ORS 279C.600 & ORS 279C.605 (Notice of Claim Against Bond)
- Q. Contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385.
- R. Contractor's certification that all subcontractors performing work described in ORS 701.005(2) (i.e. construction work) will be registered with the Construction Contractors Board before the subcontractors commence work under the contract.
- S. ORS 279C.800 (Definitions for ORS 279C.800 to 279C.870).
- T. ORS 279C.805 (Policy).
- U. ORS 279C.810 (Exemptions).
- V. ORS 279C.815 (Determination of prevailing rates of wage; providing information to commissioner).
- W. ORS 279C.820 (Advisory committee to assist commissioner).
- X. ORS 279C.825 (Fees; rules).
- Y. ORS 279C.830 (Contractual provisions regarding prevailing rates of wage and fee for administration of law).
- Z. ORS 279C.835 (Notifying commissioner of public works contract).

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- AA. ORS 279C.840 (Payment of prevailing rate of wage; posting of rates and fringe benefit plan provisions).
- BB. ORS 279C.845 (Certified statements regarding payment of prevailing rates of wage).
- CC. ORS 279C.850 (Inspection to determine whether prevailing rate of wage being paid; civil action for failure to pay prevailing rate of wage or overtime).
- DD. ORS 279C.855 (Liability for violations).
- EE. ORS 279C.860 (Ineligibility for public works contracts for failure to pay or post notice of prevailing rates of wage; certified payroll reports to commissioner).
- FF. ORS 279C.865 (Civil Penalties).
- GG. ORS 279C.870 (Civil action to enforce payment of prevailing rates of wage).
- HH. ORS 187.010 ((Legal holidays; acts deferred to next business day; effect on labor agreements)

Add the following subsection:

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

00170.10(c) Interest on Unpaid Amount - Replace this subsection, except for the subsection number and title, with the following:

If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be nine percent per annum. The amount of interest shall not be waived.

00170.60 Safety, Health and Sanitation Provisions - Add the following paragraphs:

The Contractor shall comply with all requirements and regulations of the Occupational Safety and Health Act and the State of Oregon Occupational Safety Regulations.

The Contractor shall provide and maintain a portable toilet at the project site of each unit of work for use of project personnel. Keep toilet areas in a clean and sanitary condition. Each toilet shall have both a toilet seat and a urinal. No separate payment will be made for providing and maintaining the toilet at the project site.

00170.62 Labor Nondiscrimination - Add the following paragraph:

Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the Department its sub-recipients, consultants, and contractors on the basis of age, disability, race, color, national origin, sex, or income status may bring forth a complaint of discrimination under Title VI and related statutes to the Oregon Department of Transportation, Office of Civil Rights, 355 Capitol Street NE, Salem, Oregon 97301, (503) 986-3169.

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Add the following two Subsections:

00170.62(a) Contractor Labor Nondiscrimination - 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 Title 49 CFR Part 26 in the award and administration of Federal-aid 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 County deems appropriate.

00170.62(b) Disadvantaged Business Enterprise (DBE) Obligations -The contractor, in coordination with State and County, shall agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contractors and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR. part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR. Part 26, in the award and administration of such contracts. Failure to carry out these requirements is a material breach of this contract and may result in the termination of this contract or such other remedy as deemed appropriate by the Agency.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects - Replace this subsection, except for the subsection number and title, with the following:

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

(b) State Prevailing Wage Requirements - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

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

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

The applicable BOLI wage rates will be included in the Contract.

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

The Contractor and subcontractors shall preserve the certified statements for a period of six years from the date of completion of the Contract.

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(3) Additional Retainage:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

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

(4) Owner/Operator Data - The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Drivers name;
- Copy of driver's license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and
- Name of owner/operator from the side of the truck.

(c) State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.

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

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

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

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

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

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

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

(e) Additional Requirements When Federal Funds are Involved - For this Federal-Aid Project, the Contractor shall comply with 00170.65(a) through 00170.65(d) and the provisions of FHWA Form 1273, "Required Contract Provisions Federal-Aid Construction Contracts", except Section IV of FHWA Form 1273 does not apply.

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70(a) Insurance Coverages - The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)
Employers Liability	\$500,000 minimum	(aggregate limit not required)

00170.70(c) Additional Insured - Add the following paragraphs and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- The State of Oregon and its Department of Transportation, The Oregon Transportation Commission and their members, agents, officers, and employees

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- Linn County and its officers, agents, and employees
- Linn County Board of Commissioners

The Liability insurance coverage, except professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and County and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

00170.70(e) Notice of Cancellation or Change - Replace this subsection, except for the subsection number and title with the following:

There shall be no cancellation, material change, potential exhaustion of aggregate limits of non-renewal of insurance coverage(s) without (30) days written notice from the Contractor or its insurer(s) to State and County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

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

- The State of Oregon and its Department of Transportation, The Oregon Transportation Commission and their members, agents, officers, and employees
- Linn County and its officers, agents, and employees
- Linn County Board of Commissioners

00170.79 Third Party Beneficiary - Replace this subsection, except for the subsection number and title, with the following:

The State of Oregon and its Department of Transportation are a third party beneficiary of the Contract.

00170.80 Responsibility for Damage to Work - Replace this subsection, except for the subsection number and title, with the following:

(a) Responsibility for Damage in General - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

(b) Repair of Damage to Work - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according to the provisions of (c) below. Perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

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(c) Responsibility for Damage to Work Caused by Public Traffic - The Contractor may apply for relief of responsibility for damage to Work caused by public traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery or courier, by FAX, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within seven Calendar Days indicating each item as "approved" or "denied".

The approval of the Engineer is limited, and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by public traffic. The completed portions of the Work are not considered complete, and are not finally accepted for any other purposes under the Contract.

If the Contractor disagrees with the Engineer's findings, the Contractor may request a Region level review according to 00199.40(b).

(1) Request for Relief - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by public traffic, to the following completed portions of the Work:

- A segment of Roadway, drainage facilities, slopes, lighting, traffic control devices and access facilities;
- A Bridge or other Structure within a segment of Roadway;
- Traffic signals and appurtenances at an intersection;
- Permanent, passive traffic control devices;
- Complete circuits of a highway lighting system; and
- Portions of a building open to public use.

The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by public traffic only under the following conditions:

- The completed portions of the Work are completed according to Contract Change Orders, the Contract Plans or approved stage construction Plans;
- The traffic control complies with approved traffic control Plans; and
- All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

(2) Scope of Relief - When the Agency assumes responsibility for damage to completed portions of the Work caused by public traffic any damages will be repaired by the Contractor on an Extra or Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by public traffic before Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by public traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 100% of the total amount calculated according to Section 00197.

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If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by public traffic, and the Work is performed outside of the approved stage construction Plans or approved traffic control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by public traffic at no additional cost to the Agency.

(d) Vandalism and Theft - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification. If reasonable protection has been provided, the Contractor's responsibility for damage resulting from vandalism will be limited to \$5,000.00 per occurrence. Requests for reimbursement of amounts in excess of \$5,000.00 shall be in writing and directed to the Engineer. Upon receipt, the Engineer will investigate, evaluate the amount of damages and their cause, determine the number of occurrences, and determine whether, and how much, the Contractor will be compensated.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including without limitation theft that occurs in conjunction with vandalism.

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.21(d) Terms of Subcontracts - Replace this subsection, except for the subsection number and title, with the following:

Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of the Contract. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

- (1)** A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.
- (2)** A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.
- (3)** A clause that requires the Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

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- Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
- Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under 00180.21(d-1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

(5) A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d-1) and 00180.21(d-4)) in each of the first-tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, subcontracts shall include:

- A provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

00180.40(b) On-Site Work - Add the following paragraph to the end of the subsection:
The Contractor shall not begin On-Site Work until a pre-construction conference has been held, unless approved by the Engineer.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
In-water Work Restrictions	00290.34(a)
Noise Control	00290.32

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

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00180.41 Project Work Schedules - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall prepare and submit a schedule of the proposed work from start to completion, satisfactory to the Engineer, at the pre-construction conference.

The schedule shall include the following:

- Time interval [start and completion date] contemplated for each stage of construction
- Equipment to be used
- Materials and their sources, including mix designs when appropriate
- Sub-contractors expected to be used.

The Contractor shall be responsible for notifying property owners and effected persons five business days prior to commencing work that impacts ingress or egress of property included in this project.

The Contractor shall provide a revised schedule to the Engineer, as needed, to allow five business days notice of changes.

The Contractor shall notify each property owner, in writing, as required, a minimum of 24 hours in advance if deviating from the latest schedule. The notification shall include the following:

- Contractor's phone number
- Rescheduled date of work
- The Linn County web site address (<http://www.co.linn.or.us/roads/Roads.asp>) from which updated project scheduling will be available.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract, except for seeding establishment, not later than **November 30, 2013**.

00180.85(b) Liquidated Damages - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$700.00 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Inclement weather encountered will not be considered a reason for further time extension to complete any of the remaining work after the completion date nor reason for any waiver of liquidated damages unless specifically allowed by the Engineer.

Add the following subsection:

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

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(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

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

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20(f-2) Scale Without Automatic Printer - Add the following sentence after the first paragraph:

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

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph after the bullet list:

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

SECTION 00195 - PAYMENT

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

00195.11 Fuel Cost Price Escalation/De-escalation - No pay items under this Contract qualify for the fuel escalation/de-escalation program for this project

00195.12(d) Steel Materials Pay Item Selection - Add the following to this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

00195.50(a) Progress Payments - Replace the paragraph that begins "The Agency's payment of progress payments..." with the following paragraph:

The Agency's payment of progress payments, or determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d), shall not be construed as Final Acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

00195.50(b) Retainage - Delete the paragraph beginning "The amount to be retained..." and replace with the following paragraph:

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The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below.

00195.50(c-1) Cash, Alternate A - In the paragraph that begins "The Agency will...", replace the sentence that begins "The Agency will deposit..." with the following sentence:

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5).

In the paragraph that begins "Any retainage withheld on...", replace "00195.90(d)" with "00195.50(d)".

00195.50(c-2) Cash, Alternate B (Retainage Surety Bond) - Replace the paragraph that begins "If an acceptable retainage..." with the following paragraph:

If an acceptable retainage surety bond is provided, the Contractor shall notify all Subcontractors of the existence of the retainage surety bond and shall advise them of their rights under ORS 279C.560(7) and ORS 701.435.

00195.50(c-3) Bonds and Securities - Replace this subsection with the following subsection:

00195.50(c-3) Bonds, Securities, and Other Instruments - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

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

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

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SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.00 Scope - Add the following paragraphs:

Traveled ways shall be maintained in a smooth and dust free condition at all times.

00220.02 Public Safety and Mobility - Add the following bullets to the end of the bullet list:

- Do not place work zone signs or supports that will block existing walkways or existing bikeways.
- The Contractor shall be responsible for directing and protecting all traffic while construction work is in progress and shall conduct operations at all times in such a manner and in such sequence as will assure reasonable passage of local traffic and access to residences.
- Limitation of Operation - The Contractor shall be responsible for directing and protecting all traffic while construction work is in progress and shall conduct operations at all times in such a manner and in such sequence as will assure reasonable passage of local traffic and access to residences.
- Traveled ways shall be maintained in a smooth and dust free condition at all times.

Replace the bullet that begins, "Do not stop or hold vehicles..." with the following bullet:

- Do not stop or hold vehicles on a highway within the project site for more than 20 minutes.
- Vehicles may be held at times up to 60 minutes under written approval from the Engineer. Requests for written approval must be requested in writing a minimum of 10 days in advance of the planned delay. The request will include a TCP including advanced warning signs.

00220.40(a) Traffic Nuisance Abatement - Replace the second bullet with the following:

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- Watering may be required to control dust nuisance within the project limits. Watering will be performed at any hour of the day, and on any day of the week (including Saturday, Sunday and Holidays), as directed, for proper performance or protection of the work and for alleviation of dust nuisance. Watering may also be required, at the Engineer's discretion, on gravel roads outside the project limits that the Contractor has elected to use for haul routes or detour routes. This work shall be considered incidental to other contract pay items.

Add the following subsection:

00220.41 Bridge Work - Before starting any grading or pavement removal at bridge ends or removal of pavement from bridge decks, arrange so that all equipment, labor, and materials required to complete the pavement replacement work and bridge deck waterproofing work are on hand or are guaranteed to be delivered. Once grading and pavement removal begins, vigorously prosecute and complete this work. Complete paving and membrane waterproofing work in the shortest possible time.

Temporarily taper or bevel longitudinal and transverse grade changes or drop-offs resulting from grading and pavement removal and membrane waterproofing work with asphalt concrete mixture to provide a smooth and safe transition. Construct and maintain a 1V:10H or flatter slope along longitudinal joints. Construct and maintain a 50 feet per 1 inch or flatter taper across transverse joints.

00220.45 Load Restrictions on Bridges - Structure No. 11956 (the existing bridge over Hamilton Creek on Upper Berlin Drive) is on the Restricted Bridge List or has a condition rating of 4 or less. If the Contractor will park vehicles or equipment on the bridge, store materials, or transfer loads across the bridge in excess of 50 tons, submit, 30 Calendar Days before loading, stamped loading calculations and data according to 00150.35.

Note: The bridge is presently load rated for limited use for certain truck combinations up to 49 tons as long as tandem axle weights do not exceed 42,000 pounds. The load restriction of 50 tons is based on a Type 3 Oregon Legal Load configuration with a truck wheel base length of 19 feet.

00220.60(a-1) Contractor Responsibility - Replace the bullet that begins, "Keep roads, streets, bikeways..." with the following bullet:

- Keep surfaces being used by public traffic free of all dirt, mud, gravel, materials, or other debris.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.02 General Requirements - Add the following paragraphs after the last paragraph of this subsection:

Install "BRIDGE WORK AHEAD" (WC210-10-36) signs on Upper Berlin Road, according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings.

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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 supplemental drawings.

When the horizontal clearance for the roadway is less than 19 feet, install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the roadway. Locate these horizontal clearance signs as shown or as directed.

00225.05 Contractor Traffic Control Plan - Replace this subsection, except for the subsection number and title, with the following:

The Contractor will be allowed to use the Agency's TCP, modify the Agency's TCP, or use a different TCP. Submit the following, for approval, five calendar days before the preconstruction conference:

(a) Agency or Contractor TCP - If the Agency's TCP is used without modification, a written notification indicating that the Agency's TCP will be used without modification.

If the Contractor will be using a modified Agency TCP, or if the Contractor will not be using the Agency TCP, provide stamped working drawings according to 00150.35 which include the following:

- Proposed TCP showing all TCM and quantities of all TCD.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

(b) Tourist-Oriented Directional (TOD) and Business Logo Signs - One copy of a sketch map of the Project showing all existing tourist-oriented directional (TOD) and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages.

If there are no TOD or business logo signs on the project, a written notification that no TOD or business logo signs exist within the project limits.

00225.11 Temporary Signing - Replace the sentence that begins "Furnish new or acceptable temporary signs..." with the following sentence:

Furnish temporary signs meeting the requirements of the "Acceptable" category shown in the American Traffic Safety Services Association (ATSSA) "Quality Standards For Work Zone Traffic Control Devices" handbook and the following:

00225.11(b-5) Square Tube Sign Supports - Replace this subsection with the following subsection:

00225.11(b-5) Perforated Steel Square Tube Sign Supports - Use perforated steel square tube sign supports from the QPL and as shown on the standard drawings.

00225.13(d) Plastic Drums - Replace the sentence that begins "Provide drums with..." with the following sentence:

Use retroreflective drum sheeting meeting the requirements of ASTM D 4956 Type III or Type IV.

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00225.32 Traffic Control Supervisor - Replace the bullet that begins "Prepare and sign a daily..." and all of its sub-bullets, with the following bullet:

- Prepare and sign a "Traffic Control Inspection Report" form (Form No. 734-2474). Submit the report to the Engineer no later than the end of the next working day.

00225.41(b-5) Square Tube Sign Supports - Replace this subsection with the following subsection:

00225.41(b-5) Perforated Steel Square Tube Sign Supports - Perforated steel square tube sign supports may be used as a substitute for wood sign posts. Install perforated steel square tube sign supports as shown on the standard drawings.

00225.42(c) Concrete Barrier - In the flare rate table, replace the 45 mph and the 40 mph lines with the following lines:

45	12:1
40	10:1

00225.43(e) Pavement Markers - Replace the bullets that begin "Single markers..." and "Double markers..." with the following bullets:

- Single markers spaced 10 feet apart for solid no passing lines.
- Double markers spaced 10 feet apart for double solid no passing lines.

00225.43(f-1) Temporary Removable Tape - Add the following sentence to the end of the paragraph:

Remove the temporary removable tape before placing subsequent surfacings and after installing permanent pavement markings.

00225.43(g) Temporary Striping - Add the following paragraph after the first paragraph:

For temporary striping on new bridge deck surfaces, use temporary removable tape.

Add the following subsection:

00225.43(j) Pavement Legends and Bars - Before opening roadways to traffic, unless otherwise allowed, apply temporary pavement legends and bars on pavement base courses at locations designated. Apply bead binder at a thickness of 15 mils wet and glass beads at a rate of 5 pounds per gallon of paint.

00225.45(b-1) Location and Set-up - Replace the bullet that begins "Hardwire interconnect the..." with the following bullet:

- Hardwire interconnect the units for timing and conflict monitoring.

00225.60 Temporary TCD - Add the following to the end of this subsection:

The Contractor's Superintendent or designee shall prepare and sign a daily "Traffic Control Inspection Report" (Form No. 734-2474). Submit the report to the Engineer no later than the end of the next working day.

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Add the following subsection:

00225.82(e) Temporary Impact Attenuator Repair - Temporary impact attenuator repair will be measured on the unit basis as follows:

- Sand barrel systems will be the replacement of damaged sand modules.
- All other systems will be the repair or complete replacement of the attenuator system.

00225.83(c) Striping - Add the paragraphs to the end of this subsection:

Temporary pavement bars will be measured on the area basis, to the nearest square foot, for each stop bar and crosswalk bar.

00225.90(a-2) Temporary Protection and Direction of Traffic - Add the following bullet to the end of the bullet list:

- Preparing and signing the daily "Traffic Control Inspection Report".

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Add the following:

The erosion control plan as shown in the plans, has been developed for anticipated site conditions. The Contractor shall submit a revised ESCP plan for approval which represents actual staging conditions for this project. Submit an initial ESCP for review and approval ten days before the pre-construction conference, as stipulated in section 00280.02. The plan may be developed and submitted in stages for each type of work shown in the Contractor's schedule. When submitted in stages, each type of work will not begin until the Engineer approves the ESCP.

At the preconstruction conference, the Engineer will present an evaluation of the submitted Erosion and Sediment: Control Plan (ESCP) or submitted ESCP modifications, the Pollution Control Plan (PCP), and their implementation schedules. Update plan as revisions are implemented or changes are made in the original plan. During the life of the contract, submit proposed changes to the approved ESCP or schedule to the Engineer for approval before implementing the changes.

Other erosion control measures may be required depending on the Contractor's methods of operations and scheduling.

00280.01 National Pollutant Discharge Elimination System - Add the following:

A copy of the General Construction Permit, NPDES 1200CA, is available at the Linn County Road Department, 3010 Ferry Street, SW, Albany, Oregon 97322, and will also be made available on site for review by the Linn County Road Department project manager.

00280.15(a) Check Dams - Add the following bullet to the end of the bullet list:

- **Type 6: Compost Filter Sock** - Sock material, compost, and stakes meeting the following requirements:

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- **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
- **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.
- **Stakes** - 1 1/2 by 1 1/2 inch wooden stakes that are a minimum length equal to the diameter of the sock plus 16 inches.

00280.16(e) Sediment Barriers - Add the following bullets to the end of the bullet list:

- **Type 8: Compost Filter Sock** - Sock material, compost and stakes meeting the following requirements:
 - **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
 - **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.
 - **Stakes** - 1 1/2 by 1 1/2 inch wooden stakes that are a minimum length equal to the diameter of the sock plus 16 inches.

00280.30 Erosion and Sediment Control Manager - In the bullet that begins "Inspect erosion control BMP...", replace the value "5/8 inch" with "1/2 inch".

00280.45(a) Check Dams - Add the following bullet to the end of the bullet list:

- **Type 6: Compost Filter Sock** - Install compost filter socks perpendicular to the water flows that are not more than 3 feet deep. Stake at intervals of 6 to 8 feet. Install stakes through the center of the filter sock and at least 1 foot into the ground with no more than 4 inches protruding above the filter sock.

00280.46(e) Sediment Barriers - Add the following bullets to the end of the bullet list:

- **Type 8: Compost Filter Sock** - Place and arrange compost filter socks as shown or directed.

00280.80(d) Area Basis - Replace the paragraph that begins "Area basis items..." with the following paragraph:

Area basis items will be measured on the area basis along the ground surface, and computed to the square yard or acre as appropriate.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.00 Scope - Add the following paragraphs:

The contractor shall be solely responsible for environmental contamination related to their equipment and work.

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Do not discharge contaminated water directly into any waters of the State until it has been satisfactorily treated.

Inspect and clean all equipment prior to operating it within 150 feet of the Regulated work Area. check all equipment for fluid leaks.

Maintain hazardous material containment kits and spill containment kits on-site to facilitate the cleanup of hazardous material spills for both dry-land spill and spills that could reach nearby waterways. Install hazardous material containment kits in instances where there is a potential for release of petroleum or other toxicants.

All work pertaining to environmental protection shall be incidental to the project.

00290.10 Staging and Disposal Sites - Add the following to the end of this subsection:

Use the following staging site:

- **Site Type** - Staging
- **Location** - Upper Berlin Road, paved surfaces and gravel shoulders
- **Access** - ingress/egress from Upper Berlin Drive.
- **Available Area** - Existing gravel and paved roadway surfaces as well as prepared road shoulders.

Staging of equipment and materials outside the dedicated right of way and on adjacent property will not be allowed. No other sites may be used on this Project, including non-Agency sites. Restore the site by:

- Removing all imported fabric, rock, and other construction debris.
- Smoothing the ground.
- Reseeding all disturbed earth.

00290.20(c-2) Clean Fill - In the paragraph, replace "OAR 340-093-0030(13)" with "OAR 340-093-0030".

00290.20(c-3) Reuse, Recycle, and Dispose of Materials - Replace the bullet that begins "Reuse demolition..." with the following bullet:

- Reuse demolition debris.

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

Concrete and masonry, that is not recycled and does not contain hazardous substances, may be reused to fill basements or be buried in embankments on-site, provided that the materials are broken into pieces not exceeding 15 inches in any dimension, and placed so that:

00290.20(d) Hazardous Waste Management - In the paragraph that begins "In addition to current Laws...", replace the two bullets that begin "If the quantity of hazardous waste projected to be..." with the following three bullets:

- If the quantity of hazardous waste projected to be generated meets the requirements for a LQG, prepare a full Hazardous Waste Contingency Plan according to 40 CFR 265

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Subpart D. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.

- If the quantity of hazardous waste projected to be generated meets the requirements for a SQG, prepare a modified Hazardous Waste Contingency Plan according to 40 CFR 262.34(d)(5) and 40 CFR 265 Subpart C. Maintain a copy of the modified Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, follow the contingency planning and storage requirements of the SQG unless the only potentially hazardous waste is aerosol cans smaller than 20 ounces. Limit storage to 180 days and 2,200 pounds. Prepare a modified Hazardous Waste Contingency Plan and keep a copy on-site with emergency response procedures and contact information.

00290.20(g) Spills and Releases - In the paragraph that begins "Obtain a response agreement...", replace the term "29 CFR 1920.120" with the term "29 CFR 1910.120".

Replace the lead-in paragraph that begins "In the event...", with the following lead-in paragraph:

In the event of a spill or release of a hazardous substance or hazardous waste or the release of any other material that has the potential to harm human health or the environment, do the following:

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 (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- 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.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw

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cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.

- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank 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 Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

(8) Visual Turbidity Monitoring - Perform visual turbidity monitoring each day when working in regulated work areas according to the following:

- Before beginning work, make in stream turbidity observation approximately 100 feet upstream and, based on the wetted stream width, at the compliance distance listed in Table 00290-1 downstream of the in-water work area.
- Make in stream turbidity observations upstream and downstream every four hours.
- If a turbidity plume is observed within the compliance distance downstream of the in-water work area, implement in-water best management practices (BMP). If a turbidity plume is still observed at the second four hour observation, stop all in-water work and implement additional BMP. Resume in-water work activity the next morning.
- If a turbidity plume is observed beyond the compliance distance downstream of the in-water work area at any observation interval, stop all in-water work and implement additional BMP. Resume in-water work activity the next morning.

Table 00290-1

Wetted Stream Width	Compliance Distance
≤ 30 feet	50 feet
> 30 feet to 100 feet	100 feet
> 100 feet to 200 feet	200 feet
> 200 feet	300 feet
Lakes, Ponds, and Reservoirs	Lesser of 100 feet or max. surface dimension

Document all turbidity monitoring results including date, time, and location on the Agency provided form or another form approved by the Agency. Submit reports to the Engineer weekly when working in regulated work areas and keep copies of the reports at the project site.

If work activities violate permit conditions or cause water quality violations which may endanger the health of aquatic life or environment, stop all in-water work activities and notify the Engineer. Submit a written report of violations to the Engineer within 5 Calendar Days of violation.

00290.30(b) Pollution Control Plan (PCP) - Add the following bullet:

- A site plan and narrative describing the methods of erosion/sediment control to be used to prevent erosion and sediment for Contractor's operations related to disposal sites, borrow pit operations, haul roads, equipment storage sites, fueling operations and staging areas.

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00290.32 Noise Control - Replace the first bullet with the following:

- Do not perform construction operations, including staging, within 1000 feet of any occupied dwelling unit on Sundays, legal holidays and between the hours of 8:00 P.M. and 7:00 A.M. on weekdays and between the hours of 8:00 P.M. and 8:00 A.M. on Saturdays, unless otherwise approved by the Engineer.

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

The regulated work area is the area within the ordinary high water (OHW) elevation that is shown on the plans.

- For this Project, the regulated work area is the area at or below 280 feet elevation and between approximate stations 2+60 and 3+15.
- Perform work within the regulated work area only during the in-water work period. The in-water work period is from June 1 to October 15.

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 - Add the following bullets to the end of this subsection:

- Allow entry within the Regulated Work Area or between stations 2+60 and 3+15.
- Allow equipment to enter or work in or on the water.
- Allow entry within wetlands, a regulated work area, as shown on the plans
- Engage in activities in violation of the [US Army Corps of Engineers (Corps)] Nationwide Permit (NWP) No.14 and the [Department of State Lands (DSL)] Permit No. 52257-GP.

Add the following subsection:

00290.34(c) Fish Protection Measures Required by Environmental Permits:

(1) General Equipment Requirements - Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Before operations begin and as often as necessary during operation, steam clean all equipment that will be used below the regulated work area until all visible oil, grease, mud, and other visible contaminants are removed. Complete all cleaning in approved staging areas.
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State and 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 and U.S.
- Do not cross directly through a stream for construction access, unless shown or approved.
- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- The volume of material filled or discharged into waters of the state or U.S. plus the volume excavated shall not exceed seven (7) cubic yards.

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- Do not apply surface fertilizer within 50 feet of any stream channel.

(2) 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.

(3) 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.

(4) Treated Wood - 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.

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- 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.
- Pilings treated with ammoniacal copper zinc arsenate, chromated copper arsenate, or creosote may be installed below OHW provided that no more than 50 piles are used. No other use for treated wood or preservative type is allowed below or over the OHW.
- 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, 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.

(5) Piling Removal - If a temporary or permanent piling will be removed, the following conditions apply:

- Install a floating surface boom to capture floating surface debris;
- Pile removal shall be isolated from the stream to minimize downstream turbidity impacts. This isolation may be accomplished with sediment curtain, sand bags, chain bottom floating sediment curtain, or other effective method.
- Keep all equipment (e.g., bucket steel cable, vibratory hammer) out of the water, grip piles above the waterline, and complete all work during low water and low current conditions;
- Dislodge the piling with a vibratory hammer, when possible; never intentionally break a pile by twisting or bending. The cost of the vibratory puller is incidental to the cost of Section 00501;
- Slowly lift the pile from the sediment and through the water column;
- Place the pile in a containment basin behind the shoreline without attempting to clean or remove any adhering sediment - a containment basin for the removed piles and any adhering sediment may be constructed of durable plastic sheeting with sidewalls supported by hay bales or another support structure to contain all sediment and return flow which may otherwise be directed back to the waterway;
- Fill the holes left by each piling with clean, native sediments immediately upon removal;
- Dispose of all removed piles, floating surface debris, any sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site.

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- The engineer shall be notified 24 hours in advance of pulling timber piling to be present to visually monitor the removal of piling.

(6) Broken or Intractable Piling - If a temporary or permanent piling breaks or becomes intractable, one of the following conditions applies:

- Make every attempt short of excavation to remove each piling, if a pile in uncontaminated sediment is intractable, breaks above the surface, or breaks below the surface, cut the pile or stump off at least 3 feet below the surface of the sediment;
- If a pile in contaminated sediment is intractable or breaks above the surface, cut the pile or stump off at the sediment level;
- If a pile breaks within contaminated sediment, make no further effort to remove it and cover the hole with a cap of clean substrate appropriate for the site

(7) Disposal of Treated Timbers - Dispose of temporary or permanent treated timber piling at a DEQ approved landfill. Payment for disposal of treated timbers is incidental to section 00501.

00290.36(a) Migratory Birds - Add the following 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 on behalf of the Contractor.

Attend an on-site pre-construction meeting with Agency environmental staff and its permitted agents to review activities that could harm nesting birds. Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds during the March 15 through August 31 nesting season.

Ensure that Agency and its permitted agents have access to the project areas as needed to prevent migratory bird nesting. Nesting prevention may include daily bird management activities including the installation and maintenance of devices that exclude birds.

Add the following subsection:

00290.42 Work Containment Plan and System - A work containment plan (WCP) and a work containment system (WCS) are required on this Project for removal of existing structures activities.

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for removal of existing bridge activities. Maintain a copy of the WCP on the Project Site at all times during construction, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the WCP. Design the WCP to avoid or minimize disturbance to protected features (property, sensitive cultural or natural resources, the Regulated Work Area, or other features identified by Agency) related to Contractor operations.

Before developing the WCP, meet with Agency to review the Contractor's activities that require a WCP and WCS and 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 WCS construction activities.

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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, that such methods jeopardize the safety of traffic, the integrity of the new structure, damage protected features, or destroy aquatic life or habitat in the Regulated Work Area.

Provide a WCP and a WCS according to the following:

(a) Work Containment Plan (WCP) - The WCP shall identify the prevention of delivery of construction debris, material or other contaminants to protected features, caused by the Contractor's construction operations including but not limited to mobilization, construction, maintenance, and demolition. Implement the WCP as approved. The WCP shall:

- Include relevant construction, operation, or demolition activities.
- Include a work containment system to provide complete containment measures that prevent construction waste, debris, rubble (for example: dust, concrete debris and saw cutting by-products, welding slag, and grindings) and work materials from damaging protected features.
- Not require any tree removal, clearing, or grubbing, unless approved by the Project Manager.
- Prohibit the use of treated timber.
- Prohibit the use of concrete form release agents within waters of the State and U.S., wetlands, drainage ditches, water quality facilities, or other water conveyances.
- Include full containment of fueling procedures.
- Require the WCS to be fire retardant or resistant to fire from welding slag, torch operation or any sparks from the Work.
- Require the WCS to be weather resistant.

(b) Work Containment System (WCS) - The WCS shall consist of a containment system that is rigid and in place before removal work begins, as described in the WCP. Design the containment system for not less than the system self-weight plus 25 psf live loading, or system self-weight plus debris weight plus removal equipment weight, or load combinations. Debris weight includes the possibility of a concrete form failure, concrete spills, and any other construction material load imposed on the containment system.

The WCS shall show specific attention to the need for special care in demolition work. Provide all required shoring, bracing, barricades, fencing, and other devices that may be required, and exercise all necessary precautions to fully protect pedestrian, vehicular, and navigation traffic, and to minimize disturbance to protected features and to prevent damage to the new bridge or other structures.

The WCS shall be designed and stamped by a registered Professional Engineer. Include all load assumptions and calculations and submit stamped working drawings to the Agency according to 00150.35.

The WCS must be approved by the Project Manager prior to implementation and any over-water concrete pumping. The WCS shall include all load assumptions and calculations used in the design, and a written plan for the Emergency Shut-Off Procedure.

00290.51 Protection of Sensitive Cultural Sites - Add the following to the end of this subsection:

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There are sensitive cultural sites on this Project. At the time of preparation of the Plans, there was one (1) site identified.

The Agency Archaeologist for this Project is Kurt Roedel. All contact with the Agency Archaeologist shall be through the Project Manager's office.

Contractor, Inspector, ODOT Regional Environmental Coordinator and Agency Archaeologist will discuss location of archaeological sites and high probability areas, prior to construction. Identify all No Work Zones with orange plastic mesh fencing from the QPL or lath and flagging, as shown.

Orange mesh fencing should be installed along the northern right of way line between Station 487+50 (or western project limits) and Station 490+10 (or Hamilton Creek).

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

The work containment plan and the work containment system will be paid for at the Contract lump sum amount for the item "Work Containment Plan and System".

Partial Payments will be made as follows:

- When the initial WCP is approved.....20%
- When 30 percent of the Contract is complete, excluding advances on materials.....20%
- When 60 percent of the Contract is complete, excluding advances on materials.....20%
- When 90 percent of the Contract is complete, excluding advances on materials.....20%
- At completion of the Contract and all waste is removed from the Project site and all reports, receipts, and documents have been submitted.....20%

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 and for designing, constructing, maintaining, and removing the containment system.

No separate or additional payment will be made for restoration of staging areas.

No separate or additional payment will be made for orange mesh fencing or lath and flagging.

SECTION 00296 - PAINT AND PAINTED MATERIALS

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

Description

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

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The paint on the existing railing on Upper Berlin Drive Bridge has been tested and is not suspected to contain lead. Removal of paint from the railing is not required. However, due to the history of the bridge, as a condition of the bridge replacement project, any painted wood that is removed shall be randomly swab tested to confirm the absence of lead-based paint. If a swab test indicates a positive result for lead content, then all provisions provided below that pertain to lead containing paint apply.

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

00296.03 Submittals - Submit the following documents:

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

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

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

Labor

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

Construction

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

00296.41 Responsibilities – Contain all paint grindings or debris and store and dispose of paint grindings or waste in compliance with all applicable rules and procedures set forth by DEQ, OSHA, OR-OSHA and the EPA.

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Prior to lead paint removal, perform an employee-exposure assessment and provide documentation, exposure monitoring, employee training, medical surveillance, signage, respiratory protection and personal protective equipment, in accordance with 29 CFR 1910, 1926 and 1926.62; OAR 437 Division 3 Subdivision D; and all other applicable State and federal regulations.

Set up containment that prevents the release of paint grindings or debris to the environment according to 00290.42.

Store all paint grindings, painted debris and any other potentially hazardous waste as hazardous waste until analytical results demonstrate it is non-hazardous. Ensure hazardous waste containers are clearly and visibly labeled with the contents and accumulation start date, compatible with the contents and in good condition. Store them in a designated weather-protected area that is secured from public access, has secondary containment adequate to contain a release, and has sufficient aisle space to safely maneuver containers and respond to spills (minimum 30 inches). Even if the amount of hazardous waste generated meets the Conditionally Exempt Generator (CEG) classification per 40 CFR 261.5, comply with the small quantity generator (SQG) requirements for storage and contingency planning as set forth in 00290.20(d). Such compliance includes limiting storage to 180 days or less and to 2,200 pounds or less, as well as posting a written modified contingency plan with emergency response procedures and contact information.

If hazardous waste will be treated on-site, obtain approval from DEQ and the Engineer for each specific treatment or recycling process, treat wastes within accumulation tanks or closed containers that meet RCRA requirements, conduct treatment within the storage time for the applicable generator category, maintain current copies of all required notifications and waste analysis plans readily available on site and request DEQ technical assistance prior to starting any on site recycling or treatment. Note that treating paint grindings with a binding agent after removal from the structure constitutes on-site treatment. However, using grit that contains a binding agent during the removal process or applying a binding agent to the paint prior to removal does not constitute on-site treatment of a hazardous waste.

Immediately notify the Engineer if the amount of hazardous waste generated (paint waste plus all other forms of hazardous waste generated on site) exceeds the CEG classification per 40 CFR 261.5. If the quantity of hazardous waste generated in a month changes the generator category, immediately implement the requirements for the new category and comply with them for the rest of the year. Complete the new documentation and training requirements within 30 days.

If the amount of hazardous waste generated or stored on the Project exceeds the CEG requirements, or otherwise requires one, obtain a hazardous waste identification number from DEQ as required in 00290.20(d).

Complete and sign all required manifests and bill-of-lading forms for proper transportation and disposal of lead based paint materials as set forth in 00290.20(d).

Maintain all required waste management records and submit copies to the Engineer and maintain copies as set forth in 00290.20(d).

00296.41(a) References:

Environmental Protection Agency, Title Code of Federal Regulation, 40 CFR, Parts 260 through 268.

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OSHA Standards and Regulations, Title Code of Federal Regulation, 29 CFR, Parts 1910 and 1926.

Oregon Administrative Rules, Chapter 340, Divisions 100, 101, 102, 135 and 142.

Oregon Administrative Rules, Chapter 437, Division 3, Subdivision D.

Oregon Revised Statute Rules, Chapters 465 and 466.

00296.44 Painted Wood Management - Dispose of painted wood at a permitted municipal solid waste landfill or a permitted construction and demolition landfill, according to the DEQ "Hazardous Waste/Toxics Reduction Policy Clarification: Management of Building Demolition Waste" Policy 1997-PO-002A.

00296.45 Non-Hazardous Waste Paint Management - When non-hazardous paint is separated from its substrate, contain all the paint waste and dispose of it at a permitted municipal solid waste landfill.

00296.46 Hazardous Waste Paint Management - When hazardous waste paint is separated from its substrate, store all the separated paint waste in labeled, sealed, watertight containers and handle the hazardous waste according to 00290.20(d).

Measurement

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

Payment

00296.90 Payment - No separate or additional payment will be paid for work performed under this Section.

The above payment for this section is based on the premise that lead will not be detected in swab testing of painted timbers during removal of the bridge rail. If lead is detected then additional payment will be provided as determined by Sections 00140 and 00196 of the Specifications for additional work required as it pertains to handling and disposal of lead containing hazardous materials and wastes.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

00305.00 Scope - This work consists of all surveying activities necessary to control the many phases of work required to construct the Project to the lines and grades as shown, specified, or established.

Make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

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Plans, specifications and other data necessary to lay out the work will be available for inspection at the Project Manager's office. The Contractor will be furnished a copy of these documents.

00305.01 Definitions - Following are definitions of words and phrases used in this subsection:

Confidence Points - Random points measured in the field within the boundary of a digital terrain model (DTM), the purposes of which are to verify the accuracy of the DTM and to provide evidence just prior to construction that the DTM is a reasonable representation of the original ground for computation of volumes and pay quantities. Similarly, confidence points are used to verify that a constructed grade has been built according to the design DTM. Additional information is available from the Engineer.

Confidence point locations follow these guidelines:

- Randomly selected without regard for the location of DTM points or triangles
- Evenly distributed over the entire DTM area to be validated
- Proportionately distributed between confidence point classifications as applicable
- At a density sufficient to validate the surface, generally ten per instrument location as used in collecting DTM data or if not applicable, as in data collected photogrammetrically, 2% of DTM points

Control Network - An array of control stations either established by the Contractor or provided by the Agency.

Control Station - Any item identified in the Project records as having a position and/or elevation on the Project datum and intended to be used to control the many phases of the construction work.

Digital Terrain Model (DTM) - An electronic computer model of the shape of the ground.

Reference Stakes - Stakes set away from but with information relating back to the intended location and/or grade.

Slope Catch - The location where a design slope intersects the existing ground and where excavation or embankment work should begin to provide the intended earthwork.

Slope Staking - The process of using measurements and calculations in the field to determine the slope catch. Slope staking shall normally include setting stakes to mark the slope catch and setting a reference stake for every catch stake.

Stakes - Stakes, nails, marks, string lines, or other devices or mechanisms set or established for the purpose of indicating or controlling the location, orientation, or grade of any feature intended for construction, or for the purpose of limiting or influencing the construction work.

Staking - The act of placing stakes.

Survey Marker - Any survey monument, control station, or stake.

Survey Monument - Any natural or man-made item specified or identified in a property deed, boundary survey, government document, or other instrument of public record, when the

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purpose of said item is to mark or reference a property boundary, geographical location, elevation, or other position.

Surveyor - The individual designated by the Contractor and licensed in the state of Oregon as a Professional Land Surveyor and placed in "responsible charge" of the survey work as defined in ORS 672.002(6)(b).

Temporary Bench Mark (TBM) - A control station established for the purpose of providing vertical control for the Project. A TBM may or may not have an established horizontal position.

00305.02 Mandatory Pre-Survey Conference -The prime Contractor, subcontractors, surveyor, survey crew leader, and all surveying personnel who are to be involved in the survey work shall be present at the preconstruction meeting or meet with the Project Manager two weeks prior to beginning survey work. The purpose of this meeting will be to discuss methods and practices of accomplishing required survey work.

00305.03 Review by the Engineer -The Engineer may periodically review the notes, calculations and layout work, including field locations, for compliance with these specifications. Survey work that does not meet the tolerances in 00305.40 may be rejected, and the work redone at the Contractors expense to meet the tolerances.

Review by the Engineer does not constitute approval or acceptance of the work, nor does it relieve the Contractor of responsibility for performing work in conformance with the plans and specifications.

00305.04 Agency Responsibilities - The Agency Shall perform or provide the following items of work:

- Provide copies of plans and specifications.
- Establish initial horizontal and vertical control stations in the proximity of the Project.
- Provide horizontal and vertical alignment data.
- Provide cross section finish grade elevations.
- Perform measurements and calculations for pay quantities.
- Perform final "as constructed" measurements.
- Review Contractor's work and records periodically.

00305.05 Contractor Responsibilities - The Contactor shall perform or provide the following items of work:

- Make calculations, field notes and survey drawings for the layout and control of the work as are necessary to construct the Project as specified
- Provide original or copies of notes, calculations and drawings as requested.
- Preserve survey monuments and control stations according to 00305.70 and as governed by applicable law.
- Give the Engineer such facilities and assistance in establishing lines, grades and points as the Engineer may require.
- In the case of alterations, which involve any changes in stakes, the Contractor shall cooperate with the Engineer and facilitate the prompt re-establishment of field control for the altered or adjusted work.
- Replace and augment control stations as necessary to control the Project.

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- Establish additional control stations as necessary to control the Project.
- Perform slope staking necessary for construction of earthwork including intersections and matchlines.
- Set stakes defining limits for clearing. Set stakes defining approximate right-of-way and easements.
- Set stakes to define construction centerline, centerline offsets, detour lines, or other lines necessary for control of the Project work.
- Set stakes to define the work, that may include but is not limited to the following:
 - Roadway location and grade. Set stakes and/or hubs at 50 foot intervals on tangents and 25 foot intervals on curves
 - Controls for sanitary and domestic water systems
 - Fences and gates.
 - Guardrail, barrier, barricades, and associated features.
 - Traffic delineators, reflectors, and guide devices.
 - Temporary and permanent signing *
 - Temporary and permanent pavement striping and pavement marking devices.
 - Poles and footings, cabinets, junction boxes, sensors, and other features associated with illumination and signal facilities *
 - Curbs, walks, stairs, walls, mailboxes, and other miscellaneous structures *
 - Pipes, manholes, inlets, weirs, settlement basins and other storm water, drainage and water quality structures and facilities *

*This includes field verification of fit and functionality or as instructed by the Engineer.

 - Landscaping items.
 - Earthwork features including guardrail flares and mounds, berms, and mounds
 - Buildings and other structures and facilities.
 - Other incidental survey work common to this type of construction project.
 - Environmental impact mitigation features.
- For bridge work, supply survey drawings depicting the location and elevations of the elements of substructure and superstructure and place stakes for features including, but not limited, to the following:

Substructure:

- Piling
- Footings
- Columns, walls, and abutments
- Pile caps and cross beams
- Bearing pads or devices

Superstructure:

- Horizontal alignment and deck edges
- Soffit grades
- Seismic restraints
- Wing walls and retaining walls

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- Bridge end panels
 - Deck elevations
 - Railings
 - Deck drains and other bridge drainage facilities
-
- Set reference stakes and elevations in the vicinity of the structure work, as are necessary for the Engineer to check the layout. This may include establishment of a control network.
 - Remove and dispose of all flagging, lath, stakes and other temporary staking material after the Project is completed.
 - Complete a Post-Construction survey of monuments and control stations and submit as-built documentation to County Surveyor's Office.

00305.06 Survey Methods - Survey procedures shall be appropriate for the equipment being used and be according to current Agency practices.

New survey procedures that are not according to current Agency practices shall be submitted to the Engineer for review 21 days prior to conducting the work. The surveyor may be required to demonstrate the capabilities, accuracy, and reliability of the intended procedure. The Engineer will evaluate the procedure and intended application and provide approval or rejection within 21 days. Work may proceed immediately upon approval of procedures by the Engineer.

Survey equipment must be properly calibrated and kept in good repair.

00305.07 Survey Work Records - Contractor's survey personnel shall maintain a Project daily record of work performed by the survey crew. The daily record shall contain the date, crew names, type and location of work, and work accomplished. Upon request, furnish a copy of diary entries to the Engineer. Furnish a final copy of the diary when the Project is complete.

Contractor's survey personnel shall make all field notes and calculations in a manner consistent with current Agency practices and on forms provided or approved by the Engineer. Computations, survey notes and other records necessary to accomplish the work shall be neat, legible and complete. Furnish copies of computations, notes and other records when requested by the Engineer.

When a Project affects any permanent change to vertical clearances within the traveled way, notification will be provided immediately to the Agency.

When a Project temporarily restricts any vertical clearances notification will be provided immediately to the Agency.

For bridges, furnish all computations, layout notes, and drawings of the structure to the Engineer for review 7 Calendar Days before beginning construction.

Upon completion of construction staking and prior to final acceptance of the Contract, furnish to the Engineer, computations, survey notes, Project records and other data used to accomplish the work. Include an itemized list of the data.

All data and original documentation associated with the Project will become the property of the Agency.

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00305.08 Communication with the Surveyor - The Engineer has the right to communicate directly with the surveyor.

00305.20 General - The method of exchange of electronic data will be mutually agreed upon at the pre-construction conference.

00305.21 Electronic Data - The Engineer will not be responsible for any data translations. Compressed data provided by the Engineer or the Contractor will be in a "self-expanding executable" format. The method of exchange of electronic data will be mutually agreed upon at the pre-survey conference.

(a) Data Formats Provided by the Engineer:

- **CAD (graphics) Files** - AutoCAD Civil 3D 2009 (.DWG) format.
- **Horizontal Control Coordinates** - ASCII Coordinate File format.
- **Elevations** - ASCII Elevation File format.
- **Horizontal Alignments** - AutoCAD Civil 3D ASCII Horizontal Alignment format.
- **Vertical Alignments** - AutoCAD Civil 3D ASCII Vertical Alignment format.
- **DTM Data** - AutoCAD Civil 3D DTM or AutoCAD Civil 3D (.DWG) format.
- **Cross Section Data** - Cross Section or Station, Offset and Elevation (SOE) File Format.

(b) Data Formats Provided by the Contractor:

- **DTM Data** - AutoCAD Civil 3D DTM or AutoCAD Civil 3D (.DWG) format.
- **CAD (graphics) Files** - AutoCAD Civil 3D (.DWG) format.
- **"As Staked" Coordinate Data** - ASCII Coordinate File format.
- **Confidence Points** - ASCII Coordinate File format.
- **Vertical Control Point Elevations** - ASCII Elevation File format.
- **Coordinates of Miscellaneous Survey Points Set** - ASCII Coordinate File format.

(c) **Data Format Details** - Data exchanged between the Agency and the Contractor will be in the following formats as referred to in this subsection:

(1) ASCII Coordinate File Format:

Point ID	Northing	Easting	Elevation	Feature Description
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- Point IDs are Numeric up to 8 characters long.
- Coordinates/Elevations are decimal numbers in the units required by the Project.
- Feature names are up to 8 character alphanumeric codes.
- Descriptions may be up to 27 characters and may contain any combination of printable ASCII characters.
- Columns may be separated by spaces or commas.
- Name all ASCII coordinate files with an extension of .txt.

Example:

<u>Point ID</u>	<u>Northing</u>	<u>Easting</u>	<u>Elevation</u>	<u>Feature Description</u>
105	216473.675	576231.905	102.562	SET_NTW 1/2 in iron rod

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(2) ASCII Elevation File Format:

Point ID	Elevation	Description
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- Point IDs are Numeric up to 8 characters long.
- Elevations are decimal numbers in the units required by the Project.
- Descriptions may be up to 27 characters and may contain any combination of printable ASCII characters.
- Columns may be separated by spaces or commas.
- Name all ASCII elevation files with an extension of .txt.

Example:

<u>Point ID</u>	<u>Elevation</u>	<u>Description</u>
425	542.768	TBM12, n.w. bolt on lum

(3) Cross Section or Station, Offset and Elevation (SOE) File Format:

Station	Offset	Elevation
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- The station values should be in ascending order.
- For each station, the offsets should be in ascending order from left to right.
- Name all cross section data files with an appropriate extension.

Example: (This example shows metric units. Provide data in English units.):

Station	Offset	Elevation
20+02	- 26.500	260.617
20+02	- 10.606	268.664
20+02	- 2.500	269.012
20+02	0.000	269.045
20+02	3.500	269.007
20+02	12.650	263.004

00305.30 Materials - Furnish all materials including supplies, clothing, and incidentals required to accomplish the work. Use materials of good quality and suitable for the purpose intended. Stakes, hubs, and guinnies are to be of sufficient length to provide a solid set in the ground. Mark the stakes in such a way as to remain legible for the intended duration. Provide and use safety equipment required by State and federal regulations.

00305.31 Survey Equipment - Furnish survey equipment required to accomplish the work that meets the following requirements:

- Components designed to work together.
- Suitable for the purpose intended.
- Capable of achieving specified tolerances.
- In good operating condition.
- Maintained to meet manufacturers specifications.
- Kept in proper adjustment throughout the duration of the Project.

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Submit documentation on survey equipment that is new to the industry, to the Engineer for review 21 days prior to its use. The Engineer will evaluate the equipment and intended application and provide approval or rejection within 21 days. Equipment may be used immediately upon approval by the Engineer.

00305.32 Personnel - Provide technically qualified personnel capable of performing required tasks in a timely and accurate manner. Perform work under the direction and review of the Surveyor.

The Surveyor is responsible for:

- Maintaining registration as a Professional Land Surveyor in the State of Oregon.
- Performing or validating requirements for procedures and testing of equipment.
- Maintaining familiarity with the site conditions and progress of the Project.
- Becoming familiar with the plans and specifications.
- Determining notes and documentation required for types of survey work.
- Determining the accuracy required for each survey stake.
- Using appropriate equipment and methods.
- Keeping close communication with the Project inspector(s), Project Manager, and Agency survey crews working on the Project.
- Being familiar with the varying construction survey requirements of each aspect of the Project, including the various bridge construction techniques when applicable.
- Notifying the Project inspector of conflicts and changes necessary due to utilities, match point variations, design revisions, or other variables.

The survey crew leader is responsible for:

- Becoming familiar with the plans and specifications.
- Keeping close communication with the Project inspector(s), Project Manager, and Agency survey crews working on the Project.
- Notifying the Project inspector of conflicts and changes necessary due to utilities, match point variations, design revisions, or other variables.

00305.40 Construction Staking Tolerances - Set stakes or other devices at an adequate frequency and within the following tolerances:

Item	Horizontal	Vertical
Box Culverts	± 0.10 ft	± 0.05 ft
Bridge Substructures	± 0.03 ft	± 0.03 ft
Bridge Superstructures	± 0.02 ft	± 0.02 ft
Clearing and Grubbing Stakes	± 1.00 ft	n/a
Construction Centerline Control Points	± 0.05 ft	n/a
Construction Centerline Station Points	± 0.10 ft	n/a
Curbs, Walks, and Bikepaths	± 0.03 ft	± 0.20 ft
Grade Stakes - Roadway Subgrade	± 0.20 ft	± 0.20 ft
Grade Stakes - Top of Rock	± 0.20 ft	± 0.20 ft
Grade Stakes - Roadway Finish	± 0.10 ft	± 0.20 ft
Manholes, Inlets, and Culverts	± 0.10 ft	± 0.20 ft
PCC Pavement	± 0.10 ft	± 0.20 ft

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Item Cont.	Horizontal	Vertical
Slope Stakes and References	± 0.30 ft	± 0.20 ft
Traffic Markings	± 0.20 ft	n/a
Walls - Retaining, MSE, Sound, etc.	± 0.10 ft	± 0.02 ft
Wetland Mitigation Control Stakes	± 0.20 ft	± 0.20 ft
Luminaire and Signal Poles (incl. ftgs.)	± 0.20 ft	± 0.02 ft

Miscellaneous items not listed above will have a horizontal and vertical tolerance of 0.02 foot, unless otherwise directed. Features that are to be constructed flush to another surface should take on the same tolerance as that surface.

Tolerances for special circumstances will be discussed at the pre-survey meeting.

These staking tolerances are not cumulative to the construction tolerances identified for the appropriate items in which construction tolerances are required.

00305.41 Slope Stakes and References - Set slope stakes and references on both sides of centerline at 50 foot stations on tangents, at 25 foot stations on curves, and at terrain breaks and changes in the typical section. Establish slope stakes in the field as the actual point of intersection of the design roadway slope with the existing ground line. Direct staking of the theoretical (computer generated) slope stake catch point requires prior approval of the Engineer.

Set slope stake references farther out from centerline than the actual catch point. Include all reference point and slope stake information on the reference stakes.

If an automated slope staking routine is intended to be used, the system shall be able to perform the proper superelevation, lane transitions, and benching, as well as duplicate other details in the design surface. The system shall record field modifications made to the final catch slopes. Any modifications shall be recorded and provided to the Engineer.

Record the actual as staked (three dimensional) position of the slope and reference stakes. Prepare field notes showing slope stake and reference information, and provide to the Engineer.

00305.42 Clearing Limits - Set clearing limit stakes according to Section 00320. Space clearing limit stakes at intervals not greater than 50 feet on tangents and not greater than 25 feet on curves, or as directed.

00305.43 Grade Stakes - Set grade stakes or other control for grade elevation and horizontal alignment. Set grade stakes at each grade break line. Set additional points at intervals, as necessary, not to exceed the width of the grading equipment, or as approved by the Engineer.

Set these rows at 50 foot stations on tangents and at 25 foot stations on curves, or as required in special situations, as in road connections and other areas where conditions require tighter spacing of grade stakes to assure grade and alignment.

Stakes and hubs shall be checked by the inspector as a representative of the Engineer. Do not begin placement of the next course until the Engineer has accepted the grade and approval is given to proceed.

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00305.44 Walls - Set stakes or other devices to control the location and elevation of walls, including retaining walls, geotextile walls, wing walls, sound walls and other walls as specified. Provide horizontal and vertical control for elements of wall(s) including but not limited to footings, leveling pads, batter slope and direction, and top elevation. Stake drainage facilities, electrical conduits water pipes and other items shown or identified that are to be integrated into the construction of the wall(s).

00305.45 Pipes and Culverts - Stake pipes and culverts to fit field conditions. Their location may be different from the plans. Perform the following:

- Determine the roadbed slope catch points at the inlet and outlet of pipes and culverts.
- Set reference point offsets to pipes and culverts. Record information necessary to determine structure length and end treatments.
- Stake ditches or grade to make pipes and culverts functional.
- Submit a copy of the field notes to the Engineer by the next working day following completion of the staking work.

00305.47 Manholes and Inlets - Determine the location of manholes, inlets, siphon boxes, slope protectors, and other similar structures. This may require an approved field adjustment to the planned location in order to avoid obstacles or assure placement at the low point. Determine the elevation of the center of the grate.

Set a stake referencing the center of the structure. Set a guard stake with the following information written on it:

- Type of structure
- Centerline station
- Centerline offset
- Reference distance
- Cut or fill to top of structure
- Center of structure elevation

00305.50 Horizontal Control - Establish horizontal control stations using Theodolite/EDM network or static GPS techniques. Least squares adjustments shall be applied to either method. The use of traverses will be permitted only if approved by the Engineer.

Preserve all Agency provided and Contractor established horizontal control stations for the life of the Project. If the horizontal control network cannot be preserved in its original position during construction or if the Agency provided control stations are not of adequate quantity or location, establish a secondary horizontal control network using the original control as a basis. This secondary control network may then be used by the Contractor to layout all construction items and may be used by the Agency for right-of-way monumentation and for other purposes.

(a) General Specifications - Horizontal control networks shall conform to these general requirements in addition to Theodolite/EDM or GPS specifications to follow.

(1) Equipment:

- Use tripods for all occupations with theodolite, target, or GPS antenna.
- Test all components and adjust according to manufacturer specifications.

(2) Procedures:

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- Include in field notes a detailed point description and vicinity sketch for each control station and survey monument established or used.
- Prior to using 2 points for the basis of bearing, perform an analysis to verify that the points are actually those indicated in the record.
- Control station monuments shall conform to the requirements of the Agency "Right-of-Way Monumentation Policy" available from the Engineer.
- If available, include at least three existing control stations in establishing any control network.
- Establish a point identifier for each control point within the range of 1 - 399. Alphanumeric point identifiers up to eight characters may be used. Inscribe the point identifier on the monument.

(3) Acceptance Standards - At least squares adjustment shall be accepted based on the following criteria for all specified tolerances.

- Two-thirds of all values shall be within the total tolerance.
- 100% of all values shall be within 3 times the total tolerance.
- Tolerance for confidence regions at the 95% level is 0.05 feet + 50 ppm based on the shortest distance to the nearest unadjusted control station.

(4) Data Requirements:

- Field notes containing a detailed point description and vicinity sketch for each control station and survey monument established or used.

(b) Theodolite/EDM Networks:

(1) Equipment:

- Use Theodolites with a maximum angular standard of error no greater than ± 6 seconds.
- Use EDMs with a maximum distance standard error no greater than ± 0.02 feet ± 5 ppm.
- All components shall be of compatible accuracy and designed to be used together.

(2) Field Procedures:

- Include distance measurements with all observations unless impractical.
- Have at least one redundant observation for every point in the network.
- Triangulation, trilateration, and resection methods are acceptable.

(3) Acceptance Tolerances:

- Tolerance for angle residuals is ± 3 seconds.
- Tolerance for distance residuals is ± 0.02 feet ± 2 ppm.

(4) Data Requirements - Provide the following to the Engineer for each network or circuit established:

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Raw Data Files - These are electronic data files containing original measurements produced by the Theodolite (total station) The file shall contain:

- Observation data for each measurement, including:
 - point identifier
 - direction, plate reading, or horizontal angle
 - vertical or zenith angle
 - slope distance
- Supplemental measurement data, including:
 - distance units recorded
 - angular units recorded
 - curvature and refraction correction applied
 - atmospheric correction applied
 - prism correction applied
 - Codes or instructions to the processing software on how to process the data.
 - Atmospheric conditions at the time of the survey.
 - Angular and distance units recorded, and whether the distance has been corrected for curvature and refraction and/or atmospheric conditions.

Set Reduction Report - This report summarizes the reduction of the angle sets and mean distances.

(c) GPS Networks:

(1) Equipment:

- GPS receivers shall be dual frequency geodetic receivers with a manufacturer-specified accuracy of ± 0.02 feet ± 1 ppm or better.
- All components shall be of compatible accuracy and designed to be used together.

(2) Field Procedures:

- Ensure that satellite geometry during the field observation phase is sufficient to produce accurate results. The geometric dilution of precision (GDOP) shall not be greater than 8.
- The number of healthy satellites being observed at any time shall be four or more.
- The elevation mask shall be not less than 15 degrees.
- Horizontal survey measurements, once completed, shall form a closed figure, and shall be connected to at least two existing horizontal control stations.
- Network shall be comprised entirely of independent baselines.
- Adjacent stations shall have direct connections.
- Every station shall be connected to two or more stations.

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- Receiver documentation shall be followed for observation times and epoch intervals.
- Each control station shall be occupied no less than twice, of which two occupations shall be separated from each other by time. Separation shall be measured start-time to start-time. Separation shall be 90 minutes or more from initial occupation and 90 minutes or more from any 12 hour multiple thereafter for 30 days. Additional occupations beyond two are not subject to time restrictions.
- Back-to-back occupations of 90 minutes or more shall be separated by off leveling and re-setting the tripod and rotation of the tribrach or leveling equipment by 120 degrees or more.
- Stations closer together than 1,500 feet shall be connected with terrestrial observations.
- Inter-visible stations closer together than 3,000 feet shall be connected with terrestrial observations.

(3) Acceptance Tolerances:

- Tolerance for linear residuals in latitude, longitude, and elevation is ± 0.05 feet.

(4) Data Requirements - Provide the following to the Engineer for each network established:

- **Receiver Independent Exchange (RINEX) Data Files** - These are industry-standard non-proprietary electronic data files containing original data collected by the receiver. The provided files shall contain all data supported by both the RINEX file format and the equipment and software employed in the survey. Files provided shall include as a minimum:
 - GPS observation data file
 - GPS navigation message file
- **Observation Log Sheet** - This log includes, for each observation, start and stop times, and antenna height including measurement procedure.

(d) Traverses:

(1) Equipment:

- Identical to requirements for Theodolite/EDM networks.

(2) Field Procedures:

- Include distance measurements with all observations unless impractical.
- Close both traverse for angle and distance.

(3) Acceptance Standards - Closure shall be a minimum of 1:20,000 after angular adjustment and prior to coordinate adjustment.

(4) Data Requirements - Provide the following to the Engineer for each traverse established:

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- **Adjustment Report** - This report contains details of the traverse adjustment, including adjusted coordinates.
- **Other Reports** - All data required for Theodolite/EDM networks except least squares adjustment report.

00305.51 Vertical Control - Establish vertical control stations using differential leveling and third order or better equipment and techniques. The development of vertical control by techniques other than differential leveling must be approved by the Engineer.

The Agency provided and Contractor established vertical control stations shall be preserved for the life of the Project. If the vertical control network cannot be preserved in its original position during construction or if the Agency provided control stations are not of adequate quantity or location, establish a secondary vertical control network using the original control as a basis.

This secondary control network would then be used to layout all construction items and may be used by the Agency for other purposes.

(a) Field Procedures:

- Use a compensated (or "automatic") optical level or compensated digital level.
- Use precise non-adjustable rod(s) unless otherwise directed. Do not use "Lenker" or self-computing rods.
- Use a rod level with each rod.
- Include a minimum of two published bench marks in each circuit unless otherwise directed.
- If the circuit between benches does not close within the tolerance stated below, close circuit back to the starting point.
- If the use of one benchmark is approved, close circuit back to the starting point.
- Select turning points that are firm, solid objects with a defined high point. Set a nail, spike, or stake if no existing items are acceptable. Turning plates with a weight of not less than 4.5 pounds may be used.
- Balance backsight and foresight distances to within 30 feet on each setup and to within 30 feet on the entire circuit.
- Make a record of the rod reading(s) and the observation distance on each sighting
- Set TBMs near significant construction items (bridges, intersections, and other locations where elevations will be needed) and not more than 1,000 feet apart throughout the Project.
- Select TBM monuments that are firm, solid objects with a defined high point, not likely to be moved by human or natural influences, readily identifiable, and out of the path of construction. Do not use guardrails or highway signs.
- Include detailed point descriptions and vicinity sketch in field notes.
- Take field notes when recording measurements electronically. Include data and information not electronically measured and recorded.

(b) Acceptance Standards - Each leveling circuit shall be accepted based on the "point-to-point" or "closed-loop" limits described below.

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- Accept point to point circuit based on the following. Error of closure shall be no greater than:

$$\text{Allowable Error} = 0.05 \text{ ft. } \sqrt{D}$$

D = Shortest level line distance in miles

- If a closed loop, the error of closure shall be no greater than:

$$\text{Allowable Error} = 0.035 \text{ ft. } \sqrt{E}$$

E = Perimeter of level loop in miles

(c) Data Requirements - Provide the following to the Engineer for each network or circuit established:

- **Raw Data** - These are hand written field notes or hand written field notes accompanied by electronic data files containing original measurements produced by the level. The file shall contain:
 - Data for each measurement, including a:
 - point identifier (within a range of 400 - 499 and also inscribed on the monument)
 - rod reading
 - observation distance.
 - Supplemental measurement data, including:
 - distance units recorded
 - curvature and refraction correction applied

00305.52 Bridges - Set stakes, nails, or other devices to control the location and elevation of the various parts of bridges and progressive phases of construction. Provide horizontal and vertical control for all elements of bridge construction. Stake drainage facilities, electrical conduits, water and sewer pipes, pedestrian and bicycle facilities, traffic signal and sign supports, illumination devices, and other items shown or identified that are to be integrated into the construction of the bridge.

Identify marks or provide field notes or reports to the Engineer. Such provision of information shall be adequate for the Engineer to review the location and elevation of the mark for the intended purpose prior to incorporating material that is based on the mark.

(a) Bridge Survey Control Stations - Use the smallest number of original Project control stations as is practical for establishing positions and reference points for bridge construction on one bridge. Use of multiple control stations will increase the probability of incorporating error into the construction. Use control stations that are as closely related mathematically as practical. The Contractor may establish additional control stations as necessary to complete the survey work. Additional control stations shall be established in such a manner as to provide the accuracy needed to meet the tolerances in Section 00305.

Original Project stations shall be used only after the following evaluation is completed for each bridge:

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- supply a list of original Project horizontal and vertical control stations intended by the Contractor to be used in establishing positions on a given bridge.
- Measure relative positions of original Project horizontal control stations intended to be used.
- Measure elevation differences between original Project vertical control stations intended to be used.
- Supply horizontal and vertical measurement data to the Engine
- Compare measured values with those computed from original horizontal network coordinates and vertical network elevations.
- Any discrepancy of concern to either the Contractor or the Engineer will be resolved before that combination of control stations is used.

(b) Layout Marks and Reference Points:

(1) Substructure - Stake, reference, or otherwise identify locations, orientations, and elevations necessary for placement of substructure components, including but not limited to cofferdams, piling (including batter), drilled shafts, footings, columns, abutments, caps, cross beams, bearing devices, temporary supports or falsework, and excavations and embankments associated with any of the above.

Verify and document the locations, elevations and spatial relationships with adjacent substructure components. On bridges where prefabricated beams will be used, measure and document span lengths between bearing devices at each beam location as soon as practical. Supply a copy of such documentation to the Engineer for review before the next stage of construction.

Compute the final elevations after studying the plans, specifications, and shop drawings. Adjust the grades as needed to compensate for camber or prefabricated beams, chording of beams across the low side of superelevations, width of flat beams on superelevated surfaces, and any other factor resulting from design or construction methods.

(2) Superstructure - Stake, reference, or otherwise identify locations, orientations, and elevations necessary for placement of superstructure components, including but not limited to beams, girders, diaphragms, earthquake restraints, deck, rails, structure mounted traffic control and illumination devices, and concrete forms, temporary supports or falsework, and excavations and embankments associated with any of the above.

Stake alignment of structure as needed at each stage of construction. Stake alignment of poured-in-place items at 10 foot stations or as established by the Engineer. Stake alignment for the following items as needed to maintain the horizontal tolerance defined in section 00305:

- Outside edge of girder(s)
- Face(s) or centerline(s) of internal girders or stem walls
- Edge of deck
- Alignment of grade breaks
- Pedestrian and bicycle facilities
- Rails and railings

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Stake grades at each stage of construction stake grade of poured-in-place items 10 foot stations, or as established by the Engineer. Apply corrections to design grades based on the dynamics of the evolving structure. Corrections that may be required depend upon the design of the bridge and the construction methods employed. Provide correction values to the Engineer at least 15 working days prior to incorporating into the structure. The following list is examples of possible corrections:

- Design camber (upward adjustment to compensate for anticipated deflection)
- Structural deflection (deflection of the bridge under its own increasing weight)
- Structural shifting (dynamics of the bridge under eccentric loading)
- Falsework deflection (deflection of falsework beams under increasing weight)
- Falsework crush (compression of falsework supports under increasing weight)
- Form crush (compression of forms under increasing weight)
- Equipment deflection (deflection of deck finishing machine or deck rails)
- Other adjustments to staked value to achieve the design grade.

(c) Bridge Deck Grades - Set stakes or other devices to control the deck grade elevations. The exact process will depend upon the type of deck and the equipment being used.

(1) Portland Cement Concrete Deck - The surveyor and survey crew leader shall attend the first of the two deck pre-placement conferences, described in the Oregon Standard Specifications for Construction, subsection 00540.02(a), required for each deck placement.

Control of a PCC deck may involve significant work with the deck placement crew to establish control for a deck finishing machine. Rails for supporting the deck finishing machine are generally set up on either side of the deck. Each rail is held up by adjustable supports every 5 feet. Adjust the rail at each support to the desired grade while the rail is supporting the weight of the finishing machine. Corrections may need to be applied as listed in subsection 00305.52(c-2)

(2) Asphalt Concrete Deck - Control of an AC deck will not generally involve as many variables as PCC. An AC deck serves as a wearing surface, but not a structural component. Asphaltic concrete will frequently be used as filler to create the desired superelevations when flat beams form the superstructure. Stake control of the finish grade like any asphalt finish grade. Under some circumstances, design camber and structural deflection may need to be considered.

00305.53 Pavements - Set stakes or other control devices to control the location and elevation of asphalt and PCC pavement as shown. Provide surveying or survey-related activity necessary to control grade, thickness, and smoothness as required.

00305.54 Signs, Signals, Illumination and Fabricated Items - Determine the exact location and their relative location to roadway and bridge features as appropriate such as edge of pavement, curbs, islands, sidewalks, sidewalk ramps, lane lines, bridge columns, bridge decks, and other existing features for the following items:

- Posts and poles including foundations
- Cabinets
- Junction boxes
- Detectors

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- Other similar sign, signal, and illumination appurtenances
- New fabricated items

Field adjustment to the planned location may be required in order to avoid obstacle and to ensure its placement in a functional location. Do not submit working drawings until the Engineer returns the field verified documents. The Engineer will return field verified documents within 21 Calendar Days after receipt of the documents.

Set a stake referencing the center of the item. Set a guard stake with the following information written on it:

- Description of item (by plan number if applicable)
- Centerline station
- Centerline offset
- Cut or fill from reference point (and what point the cut or fill is to)
- Intended elevation

If the orientation of the item is significant and is not clear, establish a reference line for the skew of the item.

Have bridge layout and roadway layout features staked, including referencing, no more than seven calendar days before submitting field verification documents.

00305.60 Temporary Protection and Direction of Traffic - Provide all work zone signing conforming to "ODOT Signing and Flagging Standards for Short Term Work Zones 1998" and "Short Term Traffic Control Handbook for ODOT Survey Crews 1998".

Signs for use by the survey crew may be constructed of plywood, sheet aluminum or fabric.

Signs, flaggers and flagger equipment shall conform to the requirements of Section 00225.

00305.61 Preservation of Survey Markers:

(a) Project Control Points Established by the Engineer - Maintain, relocate or replace existing survey monuments, control points, and stakes, as determined by the Engineer. Perform the work to produce the same level of accuracy as the original monument(s) in a timely manner, and at no additional cost to the Agency.

(b) Monuments of Record - Preserve survey monuments according to 00170.82(c), and ORS 209.140 and ORS 209.150. If such monuments are to be disturbed or destroyed, comply with requirements of these ORS at no additional cost to the Agency.

00305.62 Project Monumentation - The Contractor will not be responsible for performing right-of-way monumentation.

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

00305.90 Payment - The accepted quantities of performing construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

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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 all 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.

The amount to be allowed for "Construction Survey Work" in the progress payments will not be in excess of the reasonable value of the surveying work performed under this specification as said reasonable value is estimated by the Engineer.

Costs incurred as a result of survey errors will be borne by the Contractor. Such costs include price adjustments for failure to meet requirements of the construction specifications, repair or removal and replacement of deficient product, and over-run of material.

In cases where changes, not due to the Contractor's operations, necessitate redesign of the work, increased Contractor survey costs due to these changes will be paid for as Extra Work.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.41(a) General - Replace this subsection, except for the subsection number and title, with the following:

Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

00310.80 Measurement - Add the following to the end of the length and area bullet:

Asphalt pavement cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate length basis.

00310.92 Separate Item Basis - Add the following pay item to the pay item list:

- (g) Asphalt Pavement Saw Cutting Foot

Item (g) applies to asphalt pavement saw cutting when shown.

Replace the sentence that begins "Item (d) includes the removal...." with the following sentence:

Item (d) includes the removal of all surfacings, except for walks and driveways, as defined in 00110.20 under "Existing Surfacings" and surfacings on the existing bridge.

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SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.01 Areas of work - Replace this subsection, except for the subsection number and title, with the following:

Clearing and grubbing will be required to the extents needed to complete the work unless otherwise shown on the plans or directed by the Engineer.

00320.42 Ownership and Disposal of Matter - Replace this subsection with the following subsection:

00320.42 Disposal of Matter - Dispose of all matter and debris according to 00290.20.

00320.90 Payment - Add the following after the first paragraph of this subsection:

No separate or additional payment will be made for plastic mesh 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:

Earthwork performed under this provision including excavation, haul and embankment construction, unless otherwise specified, will be paid for by excavation measurement.

00330.20 Tamping Foot Rollers - In the paragraph, replace "115 tons" with "15 tons".

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, 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) and 00330.41(a-4), at an off-site permitted facility. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

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.

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00330.71 Daily Progress Reports - Delete this subsection in its entirety.

00330.92 Kinds of Incidental Earthwork - Delete the bullet that reads "If shown on the plans."

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

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be the areas outside the neat line limits shown on the typical section(s).
- Additional quantities of materials required due to clearing and grubbing operations and compaction requirements within embankment limits.

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

00350.10 Materials - Add the following to the end of this subsection:

Provide manufacturer's certifications complying with 02320.10(c) for the following geosynthetic(s):

Geotextile	Certification	
	Level A	Level B
Riprap, Type 1		X
Subgrade		X

SECTION 00370 - FINISHING ROADBEDS

Comply with Section 00370 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications modified as follows:

00390.11(b) Test Requirements - Under the "Material Test" column next to "Degradation" replace (ODOT TM 208A) with (ODOT TM 208). Under the "Requirement" column next to "Sediment Height" replace 8" with 8.0".

00390.43 Riprap Backing - Add the following sentence to the end of the paragraph:

Use either riprap geotextile or a filter blanket under the riprap.

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00390.44(b) Loose Riprap - Replace the bullet that begins "According to 00350.43..." with the following bullet:

- According to 00350.41(d), if riprap is placed on geotextile.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

00440.10 Materials - In the list of materials, delete the "Aggregates....02690" line.

00440.12 Properties of CGC - Replace the bullet that begins "Compressive Strength" with the following bullet:

- **Compressive Strength** - Minimum 3,300 psi at 28 days

00440.13 Field-Mixed Concrete - Replace this subsection, except for the subsection number and title with the following:

CGC mixed work items listed in 00440.14(a) may be field mixed. When approved, concrete sidewalks, concrete driveways, and other flat concrete surfaces may be field mixed by volumetric or mobile mixers.

00440.14(a) General - In the work item list, replace the square tube sign support line with the following line:

Perforated Steel Square Tube Sign Support Footings..... 00920

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 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 to the end of this subsection:

Remove the existing bridge over Hamilton Creek.

Comply with the requirements of the regulated work area as indicated in Section 00290.34(a) and Section 00290.34(b).

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.

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Add the following subsection:

00501.03 Submittals - Provide unstamped bridge removal plans according to 00150.35 21 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) Structure Excavation (Lump Sum) - Add the following to the end of this subsection:

The estimated quantity of structure excavation is:

Location	Structure Excavation (Cubic Yard)
Caps and Wingwalls	100

00510.80(c-1) Structure Excavation Below Elevations Shown (Lump Sum) - In the first bullet, replace "00190.10(f)" with "00190.10(h)".

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 wall backfill or granular structure backfill is:

Location	Granular Wall/Structure Backfill (Cubic Yard)
Caps and Wingwalls	65

00510.90(c-1) Structure Excavation Below Elevations Shown (Lump Sum) - In the sentence that begins "For excavation 0 to 3 feet...", replace "00190.10(f)" with "00190.10(h)".

00510.90(d) Granular Wall/Structure Backfill - Replace this subsection, except for the subsection number and title, with the following:

Granular wall backfill and granular structure backfill will be paid for at the Contract lump sum amount for the items "Granular Wall Backfill" or "Granular Structure Backfill", as applicable.

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SHORING DESIGN CHECKLIST

Instructions - This shoring design checklist was developed to facilitate the design, review, and erection of shoring to be used for ODOT bridge construction projects. This checklist is intended to act as a reminder to design or check for specific important aspects of this construction. It is not a substitute for plan and/or design criteria or specification requirements.

The Checklist is to be completed and signed by the shoring design engineer. Answer every question. Attach to the Checklist an explanation of any negative responses.

Submit the Checklist according to 00510.04.

	YES	NO	N/A
A. Contract Plans, Specifications, Permits, etc.			
1. Are the shoring plans prepared, stamped, and signed by an engineer registered to practice in Oregon?	_____	_____	_____
2. Have three copies (five copies if railroad approval is required) of the complete design calculations accompanied the shoring drawings submittal?	_____	_____	_____
3. Are shoring plans in compliance with the requirements of the construction plans general notes?	_____	_____	_____
4. Are shoring plans in compliance with contract plan structural details?	_____	_____	_____
5. Are shoring plans in compliance with the requirements of the Oregon Standard Specifications for Construction, subsection 00150.35?	_____	_____	_____
6. Are all existing, adjusted or new utilities in proximity with the proposed shoring shown on the shoring plans and is protection of these utilities addressed?	_____	_____	_____
7. Are clearance requirements satisfied and shown on the shoring plans?	_____	_____	_____
B. Loads			
1. Are the magnitude and location of all loads, equipment and personnel that will be supported by the shoring shown or noted on the shoring plans?	_____	_____	_____
2. Are design loads and material properties used to determine design stresses shown for each different shoring member shown on the shoring plans?	_____	_____	_____
3. Does the shoring design assume water saturated soil pressure acts on the full height of the shoring?	_____	_____	_____
4. Has percolation into the excavation been addressed?	_____	_____	_____

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C. Allowable Stresses

- 1. Have the design loads used for shoring design of all members been noted in the design calculations? _____
- 2. Are the allowable stress and the calculated stress listed in the summary for each different shoring member? _____

D. Timber Construction

- 1. Are timber grades consistent with material to be delivered to the construction site and noted on shoring drawings and in accompanying calculations for all timber shoring material? _____
- 2. If "rough" lumber is specified for shoring by the shoring designer are the actual lumber dimensions used in calculations shown? _____

E. Steel Construction

- 1. Are steel structural shapes and plates identified by ASTM number on the shoring plans and in the calculations? _____
- 2. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange? _____

F. Compression Members, Bracing, Members and Connections

- 1. Has general buckling been evaluated for all compression members? _____
- 2. Has bracing been provided at all points of assumed support for compression members? _____
- 3. Is bracing strength and stiffness sufficient for the intended purpose? _____
- 4. Have all connections been designed and detailed? _____

Designer's Signature

Date

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SECTION 00520 - DRIVEN PILES

Comply with Section 00520 of the Standard Specifications modified as follows:

00520.11 Engineer's Estimated Length List - Add the following to the end of this subsection:

The Engineer's estimated lengths of steel piling are:

Location	No.	Length (Feet)	Kind
Bent 1	6	108	HP 14x89
Bent 2	6	96	HP 14x89

00520.20(d-1) General - Add the following:

Submit the Pile and Driving Equipment Data Form, ODOT Form 734-2608, at least 14 calendar days before pile driving begins. This form may be found on the ODOT website at:
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/HwyConstForms1.aspx>

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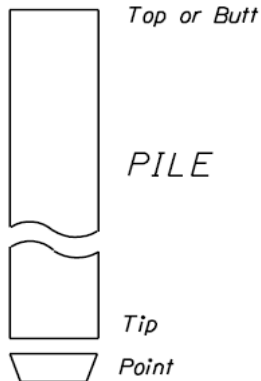
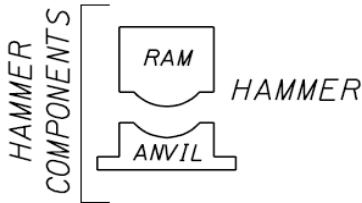
PILE AND DRIVING EQUIPMENT DATA

HIGHWAY	MILEPOST	
CONTRACT NO	STRUCTURE NAME AND NO.	
PROJECT NAME (SECTION)		
PROJECT MANAGER	CONTRACTOR	
COUNTY	PILE DRIVING SUBCONTRACTOR (Piles Driven By):	

TYPE OF LEADS: Fixed Semi-Fixed Swinging

OTHER (Provide Description): _____

LEAD DIMENSIONS Depth _____ Width _____



MANUFACTURER	MODEL	TYPE
SERIAL NO.	OWNER:	
RATED ENERGY (KN-m)	@ LENGTH OF STROKE (m)	RAM WT. (KN)
MODIFICATIONS		

MATERIAL	THICKNESS (mm.)	AREA (mm ²)
----------	-----------------	-------------------------

MATERIALS		
TOTAL THICKNESS (mm.)	AREA (mm ²)	
MODULUS OF ELASTICITY (E): (MPa)		
COEFFICIENT OF RESTITUTION (e)		

ALL COMPONENTS	WEIGHT (KN)	MODIFICATIONS
----------------	-------------	---------------

CUSHION MATERIALS		AREA (mm ²)
NO OF LAYERS	THICKNESS (EACH) (mm.)	TOTAL THICKNESS (mm.)
MODULUS OF ELASTICITY (E): (MPa)		COEFFICIENT OF RESTITUTION (e)

PILE TYPE & SIZE	Weight (KN/m)
LENGTH IN LEADS (m)	
WALL THICKNESS (mm)	TAPER

NOMINAL PILE RESISTANCE (KN)	ACCEPTANCE BY WAVE EQUATION <input type="checkbox"/> Yes <input type="checkbox"/> No
DESCRIPTION OF SPLICE	

TIP TREATMENT DESCRIPTION (TYPE, MANUFACTURER, MODEL NO., ETC.)

NOTE: If mandrel is used to drive the pile, attach separate manufacturer's detail sheet(s) including weight and dimensions.

SUBMITTED BY:	DATE
---------------	------

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00520.20(d-3) Wave Equation Method - Add the following paragraph and table(s) at the end of this subsection:

The input values for the wave equation analyses are:

Bent	Pile Type	Pile Length * (Feet)	Quake (Inches)		Damping (sec./ft.)		% skin (ITYS)	R _n (kips)
			Skin	Toe	Skin	Toe		
1	HP 14x89	25	0.10	0.10	0.05	0.15	7	522
2	HP 14x89	25	0.10	0.10	0.05	0.15	7	522

* These pile lengths are based on the top of the pile being at the finished cutoff elevation. All additional pile length above the cutoff elevation, that may be required to accommodate the Contractors pile installation method or site conditions, shall be added to the lengths listed above and appropriate changes made to the skin friction distribution input listed below.

Use triangular skin friction distribution.

00520.44(c) Strength Before Driving - Replace "00550.12(d)" with "00550.12(c)".

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications modified as follows:

00530.30 Mechanical Splice Installers - Replace the bullet that begins "Construct each splice sample with two..." with the following bullet:

- Construct each splice sample with two equal lengths of straight reinforcing bar so the total length of the assembled splice sample is at least 96 inches.

00530.42(c-1) General - Add the following paragraphs to the end of this subsection:

When grout sleeve mechanical splices are allowed, submit a written installation plan at least 14 Calendar Days before splice installation. Include splice installation details including grouting operations, equipment, material, and testing requirements. Submit an installation plan that conforms to the Manufacturer's testing and installation recommendations.

Provide written documentation, signed by the qualified mechanical splice installer verifying the splices were tested and installed according to manufacturer's recommendations and these specifications. Also, submit copies of all test results.

Construct the three qualifying splice samples in the same orientation as the production splices.

00530.42(c-2-c) Testing - Replace the sentence that begins "Construct test splices with two..." with the following sentence:

Construct test splices with two equal lengths of straight reinforcing bar so that the total length of the assembled splice is not less than 72 inches for No. 3 through No. 8 bars and not less than 96 inches for No. 9 through No. 18 bars.

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00530.42(d) Welded Splices - Add the following paragraph and bullets to the end of this subsection:

Provide a Certified Welding Inspector according to AWS D1.4 that:

- Performs visual inspection of work performed by the certified welder.
- Prepares, signs, and submits a signed report confirming the work was performed according to AWS D1.4.

00530.80(a) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of reinforcement is:

Structure	Quantity Uncoated (Pound)
Bridge No. 22070	6,200

The weight of miscellaneous metal, based on weights listed in 00530.80(b) and Project quantities, is included in the estimated quantity of uncoated reinforcement.

SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications modified as follows:

00540.10 General - Replace the Concrete Coating line with the following:

Concrete Coating..... 02210

Add the following sentence to the end of this subsection:

Furnish a concrete surface retarder from the QPL.

00540.15 Form Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish wood, minimum nominal 5/8 inch thick APA exterior grade plywood, minimum nominal 5/8 inch thick APA plyform, metal, or other suitable form material. For round concrete columns, provide either metal or other approved form material that produces a smooth and true surface free from fins, joints and other irregularities. Use APA plyform for all decks and slabs.

00540.17(a) Aggregate - Delete the sentence that reads "Blend aggregates only as allowed in 02001.20."

00540.17(c) Hardened Concrete - In the paragraph that begins "Cast and cure test...", replace "14 inch x 8 inch" with "4 inch x 8 inch".

00540.17(c-3) Acceptance - Replace the paragraph that begins "If an ASTV falls..." with the following paragraph:

If an ASTV falls below $f'c$, the Contractor may submit a written plan outlining a proposed alternate method of evaluating compressive strength. Submit the plan for review by the

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Engineer within three days of the test. Provide evidence that a reasonable f'_{cr} (over-design) was maintained and that there is credible evidence (besides low strength) which warrants consideration of this option. The Engineer may allow an alternate method of acceptance if the compressive strength test results are determined to be suspect from definable external factors.

00540.23 Vibrators - Replace the bullet that begins "Are fitted with..." with the following bullet:

- Are fitted with a manufactured rubber sleeve to prevent damage to epoxy coated reinforcement.

00540.43(a) Construction Joints - Replace the paragraph that begins "Within 24 hours after..." with the following paragraphs:

Apply a concrete surface retarder according to the manufacturer's recommendations. Remove surface mortar within the time period recommended by the manufacturer and clean the joint surface and reinforcing steel by removing loosened particles of aggregate, damaged concrete, unconsolidated concrete and surface laitance with a high pressure washer conforming to 00540.28 to the extent that clean aggregate (free of surface mortar) is exposed on 50% of the surface. Clean the joint surface again immediately prior to the concrete placement to remove any subsequent deposits of dirt, debris or other foreign materials. Saturate the joint surface with potable water immediately before resuming concrete placement. Remove standing water in depressions or hollows of the joint surface.

Saw cut the top 1 inch of the deck joints with a straight vertical cut before subsequent concrete placement and before saturating the surface with water. Where joints are straight and without spalls, the Engineer may waive this saw cut requirement.

Hand rub or brush fresh concrete paste onto the existing surface of vertical deck joints down to the top mat of reinforcing steel at the beginning of subsequent concrete placement.

Stay in place joint forms are not allowed in bridge deck construction joints.

00540.43(c) Joint with Fillers - Add the following sentence to the end of the paragraph:

Provide a 3/4 inch chamfer on each edge of the joint unless otherwise noted.

00540.49(a-2-a) General - Replace the paragraph that begins "Do not place ..." with the following two paragraphs:

Do not place concrete if the air temperature is, or is forecast to be, below 40 °F the day of placement or is forecast to be below 40 °F on any of the next seven calendar days (14 calendar days for decks) after placement unless a Cold Weather Plan has been approved by the Engineer.

To place concrete when the temperature is below 40 °F, submit a Cold Weather Plan that identifies the methods that will be used to prevent the concrete temperature from falling below 50 °F. Methods include heated enclosures and insulated forms. Also include in the plan measures that will be taken if the concrete temperature falls below 50 °F. Provide a 24 hour continuous recording thermometer to verify the concrete temperature.

00540.49(a-2-b) Enclosures - Replace this subsection, with the following subsection:

- b. Enclosures** - If enclosures are used, do the following:

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- Furnish and use, within the enclosure, a 24-hour continuous temperature/humidity recorder to record the air temperature and relative humidity every hour during the cure period.
- Supply and maintain curing moisture and heat in the enclosure for seven Calendar Days (14 Calendar Days for bridge decks) after placing concrete as follows:
 - Relative humidity of at least 40 percent.
 - Air temperature between 60 °F and 80 °F.

00540.49(a-2-c) Insulated Forms - In the sentence that begins "When approved..." replace the words "seven days" with the words "seven Calendar Days (14 Calendar Days for bridge decks)".

00540.52 Removal of Forms and Falsework, and Subsequent Loading - In the paragraph that begins "In determining when to...", replace the sentence that begins "Cure cylinders under..." with the following sentence:

Cast and cure cylinders according to AASHTO T 23 (field cured) which is equivalent to the most unfavorable field conditions for the portions of the concrete which the cylinders represent.

00540.53(a-1) On All Surfaces - In the bullet that begins "Fill holes and...", replace "1/2 inch" with "1/4 inch".

00540.53(d-1) Concrete Paint - In the sentence that begins "Thoroughly saturate the surface...", replace "02210.30(c)" with "02210.30".

00540.80(a-1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of concrete is:

Bridge No. 22070

Type and Class	Quantity (Cubic Yard)
General Structural Concrete, Class 3300	42

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FALSEWORK DESIGN CHECKLIST

Instructions - This checklist was developed to facilitate the design, review, and erection of falsework to be used for Oregon Department of Transportation bridge construction projects. This checklist is intended to act as a reminder to design or check for specific important aspects of this construction. It is not a substitute for plan and/or design criteria or specification requirements.

The Checklist is to be completed and signed by the Falsework Design Engineer. Answer every question. Attach to the Checklist an explanation of any negative responses.

Submit the Checklist according to 00540.41(a).

	YES	NO	N/A
A. Contract Plans, Specifications, Permits, Etc.			
1. Are the falsework plans prepared, stamped and signed by an engineer registered to practice in Oregon?	_____	_____	_____
2. Have three complete sets (five if railroad approval is required) of the design calculations been included with the falsework drawings submittal?	_____	_____	_____
3. Are falsework plans in compliance with the requirements of the construction plans general notes?	_____	_____	_____
4. Are falsework plans in compliance with contract plan structural details?	_____	_____	_____
5. Are falsework plans in compliance with the requirements of the Oregon Standard Specifications for Construction, subsection 00150.35?	_____	_____	_____
6. Are all existing, adjusted or new utilities in proximity with the proposed falsework shown on the falsework plans and is protection of these utilities addressed?	_____	_____	_____
7. Are clearance requirements satisfied and shown on the falsework plans?	_____	_____	_____
8. For construction in or over navigable waters have all requirements for construction of falsework that are called for in the Coast Guard Permit been incorporated in the falsework design?	_____	_____	_____
9. Has possible damage from traffic been considered in the falsework design?	_____	_____	_____
10. Has damage from stream drift been considered in the falsework design?	_____	_____	_____
11. Is the concrete placing sequence shown and is it consistent with the contract plans?	_____	_____	_____

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B. Foundation Requirements

- | | | | | |
|----|--|-------|-------|-------|
| 1. | Are driven falsework piling provided as called for on the contract plans? | _____ | _____ | _____ |
| a. | Is a minimum pile tip elevation or penetration indicated on the drawings? | _____ | _____ | _____ |
| b. | If timber falsework piles are specified, are the recommended order lengths sufficient to virtually eliminate the possibility of pile splices? | _____ | _____ | _____ |
| c. | Is a detailed static pile capacity analysis included in the calculations? | _____ | _____ | _____ |
| d. | If lateral loads are applied to the piling by equipment, dead loads, flowing water, or drift, is a detailed lateral load analysis included in the calculations? | _____ | _____ | _____ |
| e. | When piling are in an active waterway, have the potential effects of scour on axial and lateral pile support been addressed in the calculations? | _____ | _____ | _____ |
| f. | Does the proposed falsework pile hammer meet the minimum field energy requirements as listed in 00520.20(d-2)? | _____ | _____ | _____ |
| g. | Will a driving criteria graph [FHWA Gates Equation, in 00520.42(b)] plotting blow count versus stroke for an acceptable pile hammer be provided for the project inspector? | _____ | _____ | _____ |
| 2. | Is falsework supported on spread footings or mud sills? | _____ | _____ | _____ |
| a. | Are the spread footing elevations shown on the drawings? | _____ | _____ | _____ |
| b. | Has a rational method for determining the ultimate bearing capacity of the foundation materials been presented and described in the calculations? | _____ | _____ | _____ |
| c. | Have the soil parameters used in calculating the ultimate bearing capacity been listed and confirmed by the designer? | _____ | _____ | _____ |
| d. | Has an appropriate Factor of Safety been used for calculating the allowable bearing capacity of the foundation materials? | _____ | _____ | _____ |
| e. | Are spread footing settlement estimates included in the calculations? | _____ | _____ | _____ |
| f. | Have effective stresses been used in the calculations, when applicable? | _____ | _____ | _____ |

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- g. When spread footings are founded near the top of a slope or in a slope, have the ultimate bearing capacity calculations been modified accordingly? _____
- h. When spread footings may be subjected to flowing water, have the potential effects of scour on ultimate bearing capacity been addressed in the calculations? _____

C. Loads

- 1. Are the magnitude and location of all loads, equipment and personnel that will be supported by the falsework shown and noted on the falsework plans? _____
- 2. Has the mass of specific equipment units to be supported by the falsework been included in the calculations or on the falsework plans? _____
- 3. Is the deck finishing machine supported in a manner that will not impose load on concrete forms except deck overhang brackets? _____
- 4. Are design loads and material properties used to determine design stresses for each different falsework member shown on the falsework plans? _____
- 5. Is the worst loading and member property condition, rather than the average condition, used to obtain design loads? _____
- 6. Are deck forms for concrete box girders supported from the girder stem and not from the bottom slab? _____
- 7. Are diaphragm loads or other concentrated loads included in the analysis of supporting beams? _____
- 8. If sloping structural members exert horizontal forces on the falsework, is bracing or ties used to resist these loads? _____

D. Allowable Stresses

- 1. Has the method used for falsework design of all members except for manufactured assemblies been noted in the design calculations? _____
- 2. Are manufactured assemblies identified as to manufacturer, model, rated working capacity and ultimate capacity? _____
- 3. Is the allowable stress and the calculated stress listed in the summary for each different falsework member, except for manufactured assemblies? _____

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E. Timber Falsework Construction

- 1. Are timber grades consistent with material to be delivered to the construction site, and noted on falsework drawings, and in accompanying calculations for all timber falsework material? _____
- 2. If "rough" lumber is specified for falsework by the falsework designer are the actual lumber dimensions used in calculations shown? _____
- 3. If plywood spans are governed by the strength of the plywood, are the allowable stress and the calculated stress shown on the submitted calculations? _____
- 4. If plywood spans are governed by the allowable spacing of supporting joists, are the allowable and the proposed spacing shown on the falsework plans? _____
- 5. Have timber stringers been checked for bending, shear, bearing stresses, and 1/240 of the span length deflection? _____
- 6. Are joists identified as being continuous over 3 or more spans when they are not analyzed as simple spans? _____
- 7. Have stringers and cap beams been checked for bearing stresses perpendicular to the grain as well as for bending and shear stresses? _____
- 8. Have posts been checked as columns as well as for compression parallel to the grain? _____

F. Steel Falsework Construction

- 1. Are steel structural shapes and plates identified by ASTM number on the falsework plans and in the calculations? _____
- 2. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange? _____
- 3. Has horizontal plane bracing been shown where required to limit compression flange buckling? _____

G. Deflections and Settlement

- 1. Is falsework deflection for concrete dead load shown on the plans for all falsework spans? _____
- 3. Do stringers supporting cast-in-place concrete compensate for estimated camber? _____

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- 4. For beam spans with cantilevers, has the upward deflection of the cantilevers due to load placed on the main spans been investigated? _____
- 5. Are provisions shown for taking up falsework settlement? _____

H. Compression Members, Connections and Bracing

- 1. Has general buckling been evaluated for all compression members? _____
- 2. Has bracing been provided at all points of assumed support for compression members? _____
- 3. Was bracing in each direction considered in establishing the effective length used to check post capacity? _____
- 4. Is bracing strength and stiffness sufficient for the intended purpose? _____
- 5. If temporary bracing is required during intermediate stages of falsework erection, is it shown on the falsework plans? _____
- 6. Have all connections been designed and detailed? _____
- 7. Are web stiffeners required on steel cap beams to resist eccentric loads? _____
- 8. Are wedges required between longitudinal beams and cap beams to accommodate longitudinal slope or to reduce eccentric loading? _____
- 9. Has the width to height ratio of wedge packs been verified to fall within the limits given in the special provisions? _____
- 10. If overhang brackets are attached to unstiffened girder webs, has the need for temporary bracing to prevent longitudinal girder distortion been investigated? _____
- 11. Have beams and stringers with height/width ratios greater than 2.5:1 been checked for stability? _____
- 12. Have sloping falsework members that exert horizontal forces on the falsework been braced or tied to resist these loads? _____
- 13. If beams supporting cast-in-place concrete have cantilever spans, have the falsework plans been noted to require the main spans be loaded before loading the cantilever spans? _____
- 14. Have timber headers set on shoring towers been checked for eccentric loads, and for shear and bending stresses produced by the eccentricity? _____

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I. Highway and Railroad Traffic Openings (For falsework over or adjacent to highway or railroad traffic openings.)

- 1. Do falsework plans satisfy construction clearances shown on the contract plans? _____
- 2. Are posts designed for 150% of the calculated vertical loading and increased or readjusted for loads caused by prestressing forces? _____
- 3. Are mechanical connections 2,000 pounds minimum capacity shown at the bottom of posts to footing connections? _____
- 4. Are mechanical connections 1,000 pounds minimum capacity shown at the top of the post to cap connections? _____
- 5. Are beam tie downs 500 pounds minimum capacity shown for all beams? _____
- 6. Are 5/8 inch or larger diameter bolts used at connections for timber bracing? _____
- 7. Are temporary erection and removal bracing shown? _____

J. Additional Requirements for Railroad Traffic Openings

- 1. Do falsework plans show collision posts as shown on the contract plans? _____
- 2. Do posts adjacent to the openings have a minimum section modulus of?
 - a. steel - 9.5 cubic inches _____
 - b. timber - 250 cubic inches _____
- 3. Are soffit and deck overhang forming details shown? _____
- 4. Are falsework bents within 20 feet of centerline of the track sheathed solid between 3 feet and 17 feet above top of rail with 5/8 inch thick minimum plywood and properly blocked at the edges? _____
- 5. Is bracing on the bents within 20 feet of the centerline of the track adequate to resist the required assumed horizontal load or minimum 5,000 pounds, whichever is greater? _____

Designer's Signature

Date

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SECTION 00545 - REINFORCED CONCRETE BRIDGE END PANELS

Comply with Section 00545 of the Standard Specifications.

SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS

Comply with Section 00550 of the Standard Specifications modified as follows:

00550.11 Materials - Replace the Concrete Coating line with the following:

Concrete Coating..... 02210

00550.47 Surface Finish - In the paragraph that begins "Provide a roadway finish...", replace the sentence that begins " Provide a roadway finish ..." with the following two sentences:

Provide a roadway finish on the tops of members that do not have an asphalt concrete wearing surface. Provide a light broom finish on the tops of members that have an asphalt concrete wearing surface.

00550.47(b) Class 1 Surface Finish (Ground and Coated) - In the bullet that begins "Thoroughly saturate the surface...", replace "02210.30(c)" with "02210.30".

00550.50 Tie Rods - In the third bullet, replace the sentence that begins "Install compressible washer..." with the following sentence:

Install compressible washer type direct tension indicators under the turned nuts and tighten the nuts as recommended by the manufacturer until the gaps in the indicators are nil or as shown.

SECTION 00587 - BRIDGE RAILS

Comply with Section 00587 of the Standard Specifications modified as follows:

00587.10 Materials - Replace the Concrete Coating line with the following:

Concrete Coating 02210

00587.42(e) Latex Paint Cure for PCC - Replace the bullet that begins "Apply the first coat of a latex paint..." with the following bullet:

- Apply the first coat of latex paint at an application rate of 150 square feet per gallon.

00587.80 Measurement - Add the following to the end of this subsection:

The estimated quantity of bridge rail is:

Structure	Rail Type	Quantity (Foot)
Bridge No. 22070	2-Tube Side Mounted Rail	166

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SECTION 00592 - SPRAY WATERPROOFING MEMBRANE

Section 00592, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00592.00 Scope - This work consists of furnishing and placing spray waterproofing membrane on bridge decks as shown.

Materials

00592.10 Materials - Furnish a warranted spray waterproofing membrane system from the QPL that complies with the maximum profile grades and superelevations shown. Profile grade and superelevation limitations for products are listed in the QPL and are available from the manufacturer.

(a) Concrete Patching Material - Furnish PCC patching material from the QPL that is compatible with the membrane according to the following:

- For patching decks where the top reinforcement is not exposed, use PCC patching polymer material.
- For patching decks where the top reinforcement is exposed, use PCC patching material.

(b) Concrete Primer - Furnish concrete primer as recommended by the manufacturer.

(c) Broadcast Aggregate - Furnish broadcast aggregate as recommended by the manufacturer.

(d) Tack Coat - Furnish hot asphalt tack coat meeting the requirements of 00745.11(a) or as recommended by the membrane manufacturer. Do not use an emulsified tack.

Labor

00592.30 Manufacturer's Representative - Provide the services of a manufacturer's representative authorized to sign a warranty on behalf of the manufacturer to observe the installation of each membrane system, including the wearing course. The manufacturer's representative may be an employee of the Contractor if written documentation from the manufacturer is provided stating that the Contractor is certified to install warranted materials and the identified employee is certified to serve as the manufacturer's representative. Follow the recommendations of the manufacturer's representative when installing the spray membrane system. Instruct the manufacturer's representative to alert the Contractor and the Engineer of anything that could affect the performance of the spray waterproofing membrane or the warranty.

00592.31 Applicator Qualifications - Provide manufacturer authorized applicators. Re-certify the manufacturer authorized applicators yearly.

Construction

00592.40 General - Do not begin membrane installation until all materials and equipment necessary to perform the installation and all required repairs are at the job site.

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(a) Weather and Other Restrictions - Place surface patching, concrete primer and tack coat when the deck is dry, the air temperature is between 40 °F and 90 °F and the deck surface temperature is below 120 °F.

Install spray waterproofing membrane when:

- The concrete substrate is dry and has a moisture content less than 5 percent. Test the concrete moisture content with a non-destructive concrete moisture meter.
- The ambient temperature, deck surface temperature, and relative humidity meet the recommendations of the manufacturer.

(b) Handling Materials - Store spray membrane at a temperature between 55 °F and 95 °F or as recommended by the manufacturer.

(c) Pre-Placement Meeting - Hold a pre-placement meeting with the Engineer at least ten calendar days before applying each membrane. For each spray membrane proposed for use, submit for the Engineer's approval a manufacturer approved procedure for preparing the deck surface, applying the membrane, and placing an aggregate coating when it is required. Include in the procedure the number of persons required, equipment, installation sequence, traffic control, and the estimated time schedule for installing the membrane and opening the bridge to traffic. For bridges with curbs or concrete rails, submit unstamped manufacturer shop drawings according to 00150.35, detailing membrane placement at the curbs or rail. Do not proceed with the work until the proposed procedure, and shop drawings, if applicable, have been approved by the Engineer.

(d) Area of Application - On bridges without curbs, apply the spray waterproofing membrane from outside edge to outside edge of the deck, or within the limits of the AC wearing course.

Protect adjacent surfaces not to be covered with the membrane from spatter or coating.

00592.42 Preparing Bridge Decks:

(a) Surface Removal - Remove the existing asphalt concrete wearing surface from the deck, according to Section 00503.

Prepare concrete surfaces according to SSPC SP13/NACE No. 6 Surface Preparation of Concrete. Roughen the existing concrete surface to an exposed aggregate surface texture depth profile of at least 1/16 inch, determined according to ASTM E 965 (standard volumetric test) or as recommended by the manufacturer.

Prepare metal surfaces to SSPC SP10 Near White Blast.

Remove all spalled and loose surface concrete to sound concrete. Prepare the deck surface so that it is free of voids, sharp projections, form release agents, concrete curing agents, and other contaminants.

Before placing the membrane, verify that the deck is free from loose rocks, or other debris. Clean the deck with compressed air or as recommended by the manufacture before placing the membrane.

Dispose of all removed materials according to 00290.20.

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(b) Patching - When a PCC patching material is used, allow it to cure, as recommended by the membrane manufacturer, before applying the membrane.

00592.45 Installation - Install spray waterproofing membrane according to the following:

- Spray, squeegee, or roll primer at a rate of one gallon per 100 to 200 square feet of surface area or as recommended by the manufacturer. Allow the primer to go tack free before applying the spray waterproofing membrane. Re-apply the primer if it sets for 24 hours or longer.
- Spray membrane over primed surfaces at a rate of one gallon per 20 square feet of surface area or as recommended by the manufacturer. Use a system to apply the spray membrane recommended by the manufacturer.
- Spray a second membrane coat on top of the first coat at a thickness of 30 to 40 mils or as recommended by the manufacturer. Before the second spray waterproofing membrane sets, broadcast aggregate at a rate of 0.33 to 0.50 pounds per square foot surface area to achieve at least 95% coverage.

Release bubbles or pockets of trapped air or vapor and repair in a manner satisfactory to the Engineer.

00592.46 Bond Test - Test prepared surface to primer bond according to ASTM D 4541. Minimum bond strength is 150 psi or substrate failure.

00592.47 Dry Film Thickness Test - Test spray membrane dry film thickness according to SSPC PA2 Measurement of Dry Coating Thickness.

00592.48 Leakage Test - Before opening the deck to traffic, test for membrane leakage by flooding the deck with water. No water leakage will be allowed. Make repairs and re-test, at no additional cost to the Agency, until no leakage is detected.

00592.49 Tack Coat - Place a hot tack coat between membrane and the asphalt concrete surface as recommended by the manufacture.

00592.75 Manufacturer's Warranty - Furnish a warranty, for a warranty period of two years, from the manufacturer and signed by a manufacturer's representative, against failure of the product or the installation, conforming to the following requirements:

(a) Warranty Period - The warranty period will begin on the date the Engineer authorizes final payment for the Work under this Section.

When the Agency makes written request to the manufacturer for repair or replacement, the Warranty period will stop until the requested repair(s) or replacement(s) are made and accepted.

(b) Failure - For purposes of the warranty, failure is defined as:

- Leakage of the membrane, or
- Delamination of the membrane from the substrate or overlying pavement.

(c) Remedy - Upon notification by the Engineer of a failure as defined above, provide the following remedy:

- Repair failures within 60 days at no additional cost to the Agency.

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- Use materials and procedures meeting these Specifications.
- Match repairs to finished grade.
- Coordinate timing of repair work with the Engineer.

(d) Traffic Control; Agency's Right to Make Repairs - If, in the opinion of the Engineer, a failure of the membrane causes a traffic hazard, the failure may be temporarily corrected by Agency or other forces at the manufacturer's expense. Replace temporary repairs with permanent repairs at the manufacturer's expense and according to these Specifications.

Measurement

00592.80 Measurement - The quantities of spray waterproofing membrane will be measured on the area basis, and will be the sealed surface area, excluding curb and rail faces, and will be limited to the neat lines and dimensions shown.

Payment

00592.90 Payment - The accepted quantities of spray waterproofing membrane will be paid for at the Contract unit price, per square foot, for the item "Warranted Spray Waterproofing Membrane".

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals required to complete the work as specified.

Payment for work done under this Section will be limited to 75% of the amount due until the Agency has received the signed warranty.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications modified as follows:

00640.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Aggregates shall be 1"-0 or $\frac{3}{4}$ "-0 (as the Contractor elects) crushed quarry rock only. Crushed river rock will not be allowed. Base and shoulder aggregates shall meet the applicable requirements of Subsection 02630 and 02640, respectively.

Where required, rock shall be placed at driveways and field approaches in a manner that provides an adequate transition between the new asphalt surface and the existing surface, subject to approval by the Engineer.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

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.

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SECTION 00744 - MINOR HOT MIXED ASPHALT CONCRETE (MHMAC) PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.02 Definitions - Add the following definitions:

Lot Size - A lot is the total quantity of material or work produced per JMF per project. The following circumstances will require a different lot:

- A new JMF is used.
- The method for measuring compaction is changed.
- A change from one test procedure for measuring asphalt content to another test procedure for measuring asphalt content occurs.

The Engineer may allow material for irregular areas not completed during the main paving operations, such as driveways or guardrail flares to be evaluated as a separate lot.

Sublot Size - A sublot is 1,000 tons of MHMAC, or the amount of MHMAC placed in a day if less than 1,000 tons is placed.

00744.10 Aggregate - Replace the paragraph that begins "Furnish coarse, fine, and..." with the following paragraph:

Furnish coarse and fine aggregates for MHMAC meeting the following requirements:

00744.10(c) Fractured Faces - In the sentence that begins "Provide crushed aggregate...", replace "AASHTO TP 61" with "AASHTO T 335".

00744.10(f) Fine Aggregate - Replace the paragraph that begins "Blend Sand..." with the following paragraph:

Blend sand is allowed for Levels 1, 2, and 3 mixes. Do not use more than 6% natural or uncrushed blend sand, by weight, in the total aggregate. Provide a means of verifying and documenting the amount of blend sand added to the aggregate.

00744.11(a) Asphalt Cement - Delete the paragraph that begins "Testing of the asphalt cement...".

Delete the paragraph that begins "Asphalt in RAP material, when blended...".

00744.12(a) Mix Type - Replace the first sentence with:

The asphalt on this project shall be Level 3, 1/2" Dense Graded MHMAC.

00744.13 Job Mix Formula (JMF) Requirements - Replace the paragraph that begins "Provide a JMF for the Project meeting the following..." with the following paragraph:

Do not begin production of MHMAC for use on the Project until the JMF is reviewed by the Engineer and written consent is provided to proceed. A new JMF is required if the asphalt cement grade, additives, or the source of the aggregate changes during production. Provide a JMF for the Project meeting the following criteria:

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Add the following paragraph to the end of this subsection:

For dense graded Level 3 wearing course mixes, the mix design submittal shall include the results of the performance testing as outlined in the latest ODOT Contractor Mix Design Guidelines for Asphalt Concrete.

00744.14 Tolerances and Limits - Under the "Constituent of Mixture/MHMAC All Types" list, delete the "Asphalt Cement - ODOT TM 321 (Cold Feed/Meter)..." line.

00744.16 MHMAC Acceptance - Replace this subsection, except for the subsection number and title, with the following:

For each 1,000 tons of placement, a CAT-1 shall perform a minimum of one of each of the following test methods as modified in the MFTP:

- Asphalt Content (AASHTO T 308 with ODOT TM 323 determined Calibration Factor)
- Gradation (AASHTO T 30)
- Mix Moisture (AASHTO T 329)
- Maximum Specific Gravity (AASHTO T 209)

When less than 1,000 tons of mix is placed in a day, perform a minimum of one series of tests per day. Provide test results to the Engineer by the middle of the following work shift.

Provide split samples for Verification and Independent Assurance testing to the Engineer when requested.

For each subplot, sample and submit to the Engineer the asphalt cement according to AASHTO T 40 and Section 4(C) of the MFTP for compliance testing by ODOT Central Materials Laboratory.

Testing may be waived upon written notice and accepted visually by the Engineer according to Section 4(B) of the MFTP. Testing for irregular areas not completed during the main paving operations, such as driveways or guardrail flares may be waived upon written notice and accepted visually by the Engineer.

When three or more tests are performed on a project, a price adjustment will be calculated according to 00744.95.

Add the following subsection:

00744.17 Small Quantity Acceptance - When less than three test results are obtained on a project, the MHMAC will be accepted according to the following:

(a) Within Specification Limits - If all subplot sample test results are within specification limits for all constituents (including compaction) the material will be accepted and the full bid price will be paid for the material represented by that test.

(b) Outside Specification Limits - If a subplot sample test result for any constituent is outside the specification limit the Engineer will have the backup sample tested.

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(1) Backup Within Specifications - If the backup sample test results for all constituents are within specification, the material will be accepted and the full bid price will be paid for the material represented by that test.

(2) Backup Out of Specifications - If the backup sample test results are out of specification, the Contractor may choose to accept the price adjustment calculated according to 00744.95 or may choose to sample the in-place material for further testing. The price adjustments will be computed using all original test results as well as all backup test results. (If there are less than three tests, average the two tests you have and use the average as the third test result). In no case will the composite pay factor (CPF) be greater than 1.0.

(3) In-Place Samples - If the in-place material is sampled, the Engineer will select and sample from three random locations from the area represented by the lot in question. Those samples will be tested and if found to be within specification the material will be accepted and paid for at the full bid price. If the material proves to be outside of the specification limits, the material will be accepted and paid for at an adjusted price according to 00744.95. In no case will the CPF be above 1.0.

00744.44 Tack Coat - Add the following paragraph to the end of this subsection:

Treat all paved surfaces on and against which MHMAC is to be placed with an asphalt tack coat according to Section 00730. Immediately before applying the tack coat, clean and dry the surface to be tacked. Remove all material, loose or otherwise, that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods.

Add the following subsection:

00744.48 Hauling, Depositing, and Placing - Haul, deposit, and place MHMAC as follows:

(a) Hauling - Cover MHMAC if rain or cold air temperatures are encountered any time between loading and placement.

MHMAC will be rejected before placing if one or more of the following is found:

- Below specified placing temperature limit
- Slumping or separating
- Solidifying or crusting
- Absorbing moisture

Dispose of rejected loads at no additional cost to the Agency.

Deliver the mixture to the paving machine at a rate that provides continuous operation of the paving machine, except for unavoidable delay or breakdown. If excessive stopping of the paving machine occurs during paving operations, the Engineer may suspend paving operations until the mixture delivery rate matches the paving machine operation.

(b) Depositing - Deposit MHMAC from the hauling vehicles so segregation is prevented.

Deliver the MHMAC to the paving machine by either a windrow pick-up machine or an end-dump transfer machine.

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When MHMAC is windrowed, the pick-up equipment shall:

- Pick up substantially all of the MHMAC deposited on the roadway.
- Be self-supporting, not exerting any vertical load on the paving machine, or causing vibrations or other motions which could have a harmful effect on the riding quality of the completed pavement.

In irregular areas or areas with utility obstructions spaced less than 500 feet apart, the Engineer may waive the use of a windrow pick-up machine or an end-dump transfer machine.

(c) Placing - Alternative equipment and means may be allowed by the Engineer if the use of a paver is impractical.

Do not place MHMAC during rain or other adverse weather conditions, unless allowed by the Engineer. MHMAC in transit at the time adverse conditions occur may be placed if:

- It has been covered during transit.
- The MHMAC temperature is satisfactory.
- It is placed on a foundation free from pools or flow of water.
- All other requirements are met.

When leveling irregular surfaces and raising low areas, do not exceed 2 inches actual compacted thickness of any one lift, except the actual compacted thickness of intermittent areas of 1,000 square feet or less may exceed 2 inches, but not more than 4 inches. This may require portions of the mixture to be laid in two or more lifts.

Place the mixture in the number of lifts and courses, and to the compacted thickness for each lift and course, as shown. Place each course in one lift unless otherwise specified. Do not exceed a compacted thickness of 4 inches for any lift. Limit the minimum lift thickness to twice the maximum aggregate size in the mix.

Do not intermingle MHMAC produced from more than one JMF. Each base course panel placed during a working shift shall conform to a single JMF. The wearing course shall conform to a single JMF.

00744.49 Compaction - Replace this subsection, except for the subsection number and title, with the following:

Immediately after the MHMAC has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00744.24 until compacted to a minimum of 91% of MAMD. Perform finish rolling and continue until all roller marks are eliminated. Determine the density of each subplot by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC TM 8. Calculate MAMD according to ODOT TM 305. When less than three subplot test results are obtained on a project, the MHMAC will be accepted according to 00744.17. Perform a minimum of one subplot density test per day. The Engineer may waive compaction testing upon written notice.

Compaction to a specified density will not be required on temporary surfacing, guardrail flares, mailbox turnouts, road approaches, pavement repair, and areas of restricted width (less than 8 feet wide) or limited length, regardless of thickness. Compact these surfaces according to 00749.45.

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00744.80 Measurement - Delete the paragraph that begins "No separate measurement will be made...".

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications.

SECTION 00820 - CONCRETE BARRIER

Comply with Section 00820 of the Standard Specifications modified as follows:

00820.12(a) New Barrier Used for Temporary Applications - In the bullet that begins "Are given two coats of...", replace "02210.30(c)" with "02210.30".

00820.12(b) Barrier Used on Previous Projects - In the paragraph that begins "Apply two coats of...", replace "02210.30(c)" with "02210.30".

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.20(b) Equipment for Longitudinal Lines - Replace the paragraph that begins "Use equipment capable of..." with the following paragraph and bullets:
Provide equipment that can:

- Place two parallel lines simultaneously with 4 inch minimum to 12 inch maximum spacings between the two lines.
- Place the entire width of a line in one pass.

00850.40 Projects Without Striping Plans and 00850.41 Projects With Striping Plans - Replace these two subsections with the following subsection:

00850.40 Striping Plans:

(a) Projects With Complete Striping Plans - When striping Supplemental Drawings are included in the Project, install striping as shown.

(b) Projects With Partial Striping Plans - When partial Supplemental Drawings are included in a Project, install striping according to the following:

- In areas where striping details are shown on the Supplemental Drawings, install striping as shown.
- In areas where striping details are not shown on the Supplemental Drawings, install striping to match the original striping configuration with the appropriate striping items listed in the Contract Schedule of Items.

(c) Projects Without Striping Plans - When striping Supplemental Drawings are not included in the Project, install striping to match the original striping configuration with the appropriate striping items listed in the Contract Schedule of Items.

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For Projects with partial striping plans or Projects without striping plans, document all existing striping, that is not shown, by survey according to Special Provision 00305. Submit survey documentation to the Engineer seven calendar days before the loss of existing pavement markings.

00850.46 Placement Tolerance - Replace the bullet that begins "Thickness of lines..." with the following bullet:

- **Thickness of flat, surface applied lines:** + 1/3 of the specified thickness, – 1/10 of the specified thickness

00850.47(b) Curing of Material - Replace this subsection, except for the subsection number and title, with the following:

At the time of installation, note and report to the Engineer all soft spots and darkened areas that may result in poor bonding and durability of the pavement markings.

00850.47(c) Retroreflectivity - Replace this subsection, except for the subsection number and title, with the following:

Except for paint applications, evaluate longitudinal and transverse marking retroreflectivity according to ODOT TM 777. Acceptance will be according to the following:

- **Longitudinal Markings** - Each longitudinal marking subplot will be accepted if the average of the measurements and at least 90 percent of the individual measurements within the subplot meet or exceed the required minimum initial retroreflectivity.

If more than 10 percent but no more than 25 percent of the individual measurements in a subplot fail, take additional measurements within the subplot according to ODOT TM 777, Section 7.2.1 halfway between the measurements taken during initial evaluation. Combine these additional measurements with the initial measurements and re-evaluate the subplot. If the combined subplot measurements do not meet the 90 percent criteria, remove and replace the entire longitudinal marking subplot at no additional cost to the Agency.

If more than 25 percent of the individual measurements in a subplot fail remove and replace the entire longitudinal marking subplot at no additional cost to the Agency.

- **Transverse Markings** - Each transverse marking subplot will be accepted if the average of the measurements and at least 90 percent of the individual measurements within the subplot meet or exceed the required minimum initial retroreflectivity.

If more than 10 percent but not more than 25 percent of the individual measurements in a subplot fail, take additional measurements within the subplot according to ODOT TM 777, Section 7.2.2. The Engineer will randomly select an equal number of untested transverse markings to test. Combine these additional measurements with the initial measurements and re-evaluate the subplot. If the combined subplot measurements do not meet the 90 percent criteria, remove and replace the entire transverse marking subplot at no additional cost to the Agency

If more than 25 percent of the individual measurements in a subplot fail remove and replace the entire transverse marking subplot at no additional cost to the Agency.

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00850.70 Disposal of Waste - Replace this subsection, except for the subsection number and title, with the following:

Dispose of all materials according to 00290.20.

00850.75 Manufacturer's Warranty - Replace the paragraph that begins "For Sections referencing..." with the following paragraph:

For Sections referencing 00850.75, furnish a Manufacturer's Warranty on Agency supplied warranty forms. The forms are available from the Engineer.

SECTION 00851 - PAVEMENT MARKING REMOVAL

Comply with Section 00851 of the Standard Specifications modified as follows:

00851.40 General - Replace the paragraph that begins "Remove non-durable pavement..." with the following paragraph:

Remove durable and non-durable pavement markings by hydroblasting, steel shot blasting, or grinding so that the pavement surface is not damaged below a depth of 1/8 inch.

00851.80 Measurement - Add the following sentences to the end of the paragraph that begins "The quantities of pavement line..."

Measurement will be the actual stripe removed. Gaps between broken and dotted stripes will not be measured.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications modified as follows:

00860.45 Installation - In the bullet that begins "For yellow colored markings...", replace the sentence that begins with "For yellow colored markings..." with the following two sentences:

For yellow colored markings that delineate two-way traffic, apply the second application in the opposite direction of the first application. For yellow colored markings on one-way roadways, apply the second application in the same direction of the first application.

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.01 Definitions and Terms - In the "Triangular Base Breakaway Sign Supports, Pipe Breakaway Sign Supports, and Square Tube Breakaway Sign Supports" definition, replace the words "Square Tube Breakaway Sign Supports" with the words "Perforated Steel Square Tube Slip Base Sign Supports".

In the "Pipe Sign Supports and Square Tube Sign Supports" definition, replace the words "Square Tube Sign Supports" with the words "Perforated Steel Square Tube Anchor Sign Supports".

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In the "Minor Sign Supports" definition, replace the words "Square Tube Breakaway Sign Supports" with the words "Perforated Steel Square Tube Slip Base Sign Supports" and replace the words "Square Tube Sign Supports" with the words "Perforated Steel Square Tube Anchor Sign Supports".

00930.02 Working Drawings - In the paragraph that begins "Working drawings are not...", delete the "Square Tube Sign Supports" bullet.

00930.10 Materials -Furnish sign supports for Type "O" Signs meeting the following requirements:

Support Type	Size (inch)
Perforated Steel Square Tube	2

In the paragraph that begins "Furnish galvanized bolts...", add the words "for Minor Sign Supports" after the words "job site".

In the paragraph that begins "All components of...", replace the sentence that begins "Galvanizing shall conform to..." with the following sentence:

Except for perforated steel square tube slip base sign supports and for perforated steel square tube anchor sign supports, galvanizing shall conform to the requirements of Section 02530. Galvanize perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports according to ASTM A653 G140.

00930.40(b) Assembly of Metal - Add the following paragraph to the end of this subsection:

Faying surfaces of plates shall be flat to within a tolerance of 1/32 inch in 12 inches and a tolerance of 1/16 inch overall. Base plates with leveling nuts shall be flat to within a tolerance of 1/8 inch in 12 inches and a tolerance of 3/16 inch overall.

00930.40(c) Welding - Replace the paragraph that begins "Weld steel sign structures..." with the following:

Weld steel sign structures according to AWS D1.1 with the following exceptions:

- AWS D1.1, Clause 3 prequalified welds for complete joint penetration (CJP) are not allowed.
- Qualify CJP welds according to AWS D1.1, Clause 4. Perform V-notch (CVN) testing at 70 °F meeting the requirements of the absorbed energy values of Table 4.14.

The fabricator shall inspect welds according to the details and requirements called out on the Contract Documents. This requirement will override all appropriate weld inspection requirements called out in Section 5.15 WELDED CONNECTIONS in AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals". Submit all Procedure Qualification Records, Welding Procedure Specifications, and testing procedures for Engineer's review prior to starting manufacturing. Submit certified copies of inspection reports to the Engineer for review.

00930.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

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No separate or additional payment will be made for sign supports as they are considered incidental to other bid items.

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.46 Inspection - Replace the sentences that begin "Inspection will..." and "Testing for..." with the following sentence:

Inspection will be for conformance to the plans and Specifications, and for conformance to nighttime visibility.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- Permanent Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷ (minimum)	(% Purity (minimum) x % Germination (minimum)) =	Amount (lb/acre)
<u>Festuca rubra</u> (Creeping Red Fescue*)	<u>175</u>	_____	_____	_____
<u>Lolium perenne</u> (Perennial Ryegrass*)	<u>20</u>	_____	_____	_____

* Oregon Certified Seed

- Water Quality Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷ (minimum)	(% Purity (minimum) x % Germination (minimum)) =	Amount (lb/acre)
<u>Festuca rubra</u> (Creeping Red Fescue*)	<u>175</u>	_____	_____	_____
<u>Lolium multiflorum</u> (Annual Ryegrass*)	<u>20</u>	_____	_____	_____
<u>Deschampsia cespitosa</u> (Tufted Hairgrass)	<u>50</u>	_____	_____	_____

* Oregon Certified Seed

01030.15 Mulch - Add the following paragraph and bullets to the end of this subsection:

Furnish straw mulch for all roadside erosion control seeding except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.
- Slopes are steeper than 1V to 1.5H and longer than 16 feet.

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- Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved. Add the following subsection:

01030.15(d) Compost - Commercially manufactured fine and medium compost material meeting the requirements of Section 03020.

01030.71 Waste Disposal - Replace this subsection with the following subsection:

01030.71 Disposal of Materials - Dispose of all materials according to 00290.20.

SECTION 01092 - STORMWATER CONTROL FACILITY

Section 01092, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01092.00 Scope - This work consists of furnishing and installing the stormwater control facility as shown or directed.

Materials

01092.10 Water Quality Seeding – Furnish seed meeting the requirements of 01030.13(f).

01092.11 Blended Compost and Topsoil Mixture - Furnish compost meeting the requirements of 03020.

01092.12 Drainage Geotextile - Furnish Type 1 drainage geotextile meeting the requirements of Section 02320. Provide "Level B" documentation according to 02320.10(c).

01092.13 Swale Liner – Install jute matting swale liner, type D, as shown on the plans and meeting the requirements of 00280.14(e).

01092.14 Check Dam – Install check dam, type 6, 6 inch diameter compost filter sock, as shown on the plans and meeting the requirements of 00280.15(a) and 00280.45(a).

Construction

01092.40 General - Construct stormwater control facility as shown or directed. Perform any excavation work only when the area is dry. Clear and grub the area a minimum 6 inches deep prior to placement of the blended compost and topsoil mixture. Compact with application of water.

Maintenance

The project owner is Linn County, and the County will be responsible for maintenance and general upkeep of this feature after construction is complete. The planted will require frequent maintenance to assure successful vegetation growth followed by periodic maintenance to assure long term function.

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Measurement

01092.80 Measurement - No measurement of quantities will be made for work performed under this Section. The estimated quantities of materials are:

Item	Quantity
Excavation.....	6 Cubic Yards
Water Quality Seeding.....	0.01 Acres
Blended Compost and Topsoil Mixture.....	6 Cubic Yards
Drainage Geotextile, Type 1.....	17 Square Yards
Swale Liner	34 Square Yards
Check Dam	3 Each

Payment

01092.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the item "Stormwater Control 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.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace the "Modifiers" line with the following:

Modifiers - Pozzolans, ground granulated blast furnace slag, and latex.

Replace the "Pozzolans" line with the following:

Pozzolans - Fly ash, silica fume, and metakaolin.

02001.30 Concrete Mix Design - Replace the paragraph that begins "High performance concrete..." with the following paragraph and bullets:

High performance concrete (HPC) mix designs shall contain any of the following:

- Cementitious material with 66% Portland cement, 30% fly ash, and 4% silica fume.
- Cementitious material with modifiers proportioned according to 02001.31(c) 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.

02001.31(b) Pozzolans - Replace this subsection, except for the subsection number and title, with the following:

Pozzolans or GGBFS may be used separately or in combinations up to 30% of the total cementitious materials content.

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02001.31(c) Modifiers - Replace this subsection, except for the subsection number and title, with the following:

Modifiers may be used separately or in combinations as approved by the Engineer. Alternate HPC proportions may be:

Fly Ash	12% - 18%
GGBFS	20% - 35%
Silica Fume	3% - 5%

For alternate HPC mix designs do not replace more than 50% of total cementitious material with modifiers.

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.

02001.31(f) Aggregate - Replace the paragraph that begins "If the nominal... and the three bullets with the following paragraph and bullets:

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 the ACI guidelines except:

- Use 3/4 inch nominal maximum size or larger 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.

02001.32(b) Plastic Concrete - Add the following to the bottom of the test and test method list:

Length Change	ASTM C 157
Permeability	AASHTO T 277

Add the following subsections:

02001.32(d) Length Change Tests - For all HPC mix designs, make at least three specimens from the trial batch for length change testing. Test samples according to ASTM C 157. Wet cure the samples until they have reached an age of 14 days, including the period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 4, 7, 14, 28, and 56 day time intervals.

02001.32(e) Permeability Tests - For alternate HPC mix designs, make at least three specimens for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

Permeability tests are not required when HPC mix designs contain cementitious material with 66% portland cement, 30% fly ash, and 4% silica fume.

02001.34 Current Mix Designs - Add the following paragraphs to the end of this subsection:

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For HPC mix designs, test according to the following and submit results:

Test	Test Method	Acceptance Value
Length Change	ASTM C 157	–
Permeability	AASHTO T 277	1,000 coulombs (max.) at 90 days

Add the following subsections:

02001.34(a) Length Change Tests - For all HPC mix designs make at least three specimens for length change testing. Test samples according to ASTM C 157. Wet cure the samples until they have reached an age of 14 days, including the period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 4, 7, 14, 28, and 56 day time intervals.

02001.34(b) Permeability Tests - For alternate HPC mix designs make at least three specimens for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

Permeability tests are not required when HPC mix designs contain cementitious material with 66% Portland cement, 30% fly ash, and 4% silica fume.

SECTION 02010 - PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications.

SECTION 02020 - WATER

Comply with Section 02020 of the Standard Specifications.

SECTION 02030 - MODIFIERS

Comply with Section 02030 of the Standard Specifications modified as follows:

02030.10 Fly Ash - Replace this subsection with the following subsection:

02030.10 Fly Ash - Furnish Class C, Class F, or Class N fly ash from the QPL and meeting the requirements of AASHTO M 295 (ASTM C 618).

SECTION 02040 - CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications.

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

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02050.10 Liquid Compounds - In the paragraph that begins "Furnish liquid...", replace "AASHTO M 148" with "ASTM C 309".

Add the following to the end of this subsection:

Before using liquid compounds, submit one quart samples of each lot for testing except samples are not required for commercial grade concrete applications unless the liquid compound is a conditionally approved product.

SECTION 02060 - SEALERS

Replace Section 02060 of the Standard Specifications with the following Section 002060:

SECTION 02060 - CONCRETE AND CRACK SEALERS

Description

02060.00 Scope - This Section includes the requirements for concrete and crack sealers.

Materials

02060.10 Low Modulus Concrete and Crack Sealer - Furnish low modulus concrete and crack sealer from the QPL.

02060.20 High Modulus Concrete and Crack Sealer - Furnish high modulus concrete and crack sealer from the QPL.

02060.30 Water Repellent Concrete Sealer - Furnish water repellent concrete sealer from the QPL.

SECTION 02110 - POSTS, BLOCKS, AND BRACES

Comply with Section 02110 of the Standard Specifications modified as follows:

02110.40 Wood Sign Posts - Replace the sentence that begins "Fabricate wood sign posts..." with the following sentence:

Fabricate wood sign posts from Douglas fir, surfaced four sides (S4S) and free of heart center (FOHC).

02110.40(a) Grading - Replace the Douglas Fir and Hem-Fir grading requirements with the following grading requirements:

Species	4" x 4"	4" x 6"	6" x 6" and Larger
Douglas Fir	No. 1 124-b WCLIB 42.11 WWPA	No. 1 123-b WCLIB 62.11 WWPA	No. 1 131-b WCLIB 80.11 WWPA

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SECTION 02210 - COATING MATERIALS FOR TIMBER AND CONCRETE

Comply with Section 02210 of the Standard Specifications modified as follows:

02210.10 General - Replace this subsection with the following subsection:

02210.10 General:

(a) Manufacturing - Furnish coating material meeting the following requirements:

- All coats in the coating system shall be from the same manufacturer.
- Multi -component coating materials shall be proportioned by the manufacturer with each component in its correct proportion and furnished in separate containers ready for field mixing.
- Be homogeneous, free of contamination, and of a consistency suitable for the specified use.
- Not vary in composition without prior notice by the manufacturer and approval of the Engineer.
- The coating material is not reformulated.

Use the coating material before expiration of the manufacturer's recommended shelf life.

(b) Packaging - Package the material in containers meeting the following requirements:

- Be new steel or plastic of not more than 6 gallon capacity.
- Meet U.S. Department of Transportation's Hazardous Material Shipping Regulations.
- Be original and unopened.
- Be labeled with the following:
 - Manufacturer's name
 - Exact title of coating material
 - Manufacturer's batch number
 - Date of manufacture

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(a-1) Geotextiles - Replace the bullet that begins "Meet or exceed..." with the following bullet:

- Meet or exceed the properties specified in 02320.20.

02320.10(c-2) Level B - Manufacturer's Quality Compliance Certificate - In the paragraph that begins "If the brochure..." replace the words "in Table 02320-1" with the words "in 02320.20".

02320.20 Geotextile Property Values - Replace Table 02320-1 with the following tables:

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Table 02320-1 Geotextile Property Values for Drainage Geotextile *

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50
* Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

Table 02320-2 Geotextile Property Values for Riprap Geotextile *

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	250	160	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	90	56	110	80
Puncture Strength (minimum)	D 6241	lb	495	310	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	70
* Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation)

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	68	41
Puncture Strength (minimum)	D 6241	lb	371	223
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.10 Preformed Joint Fillers for Concrete - Replace this subsection, except for the subsection number and title with the following:

Furnish preformed joint fillers for concrete from the QPL conforming to the requirements of AASHTO M 153 or AASHTO M 213.

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.10 Deformed Bar Reinforcement - Replace the sentence that begins "Unless otherwise specified..." with the following sentence:

Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

SECTION 02520 - STEEL AND CONCRETE PILES

Comply with Section 02520 of the Standard Specifications modified as follows:

02520.10(c) Steel H-Piles - Replace the sentence that begins "Steel shall conform to..." with the following sentence:

Steel shall conform to the requirements of ASTM A 36 or ASTM A 572, Grade 50.

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

02520.10(d) Steel Sheet Piles - Add the following:

Previously used steel sheet piling meeting the following requirements may be used if accepted:

- Straight, full-section pieces
- Capable of interlocking with adjacent pieces
- No holes larger than 50 mm (2 inches)
- In reasonably good condition, as determined by the Engineer

Acceptance will be visual by the Engineer.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.70 Lubricating Fasteners - Replace this subsection, except for the subsection number and title, with the following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. 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 job site. Clean, relubricate with a lubricant from the QPL, and retest fasteners that do not pass the field rotational capacity test. Obtain the Manufacturer's approval before relubricating tension control fasteners that are designed to automatically provide the tension.

Coat the outer surface of the collar in lock-pin and collar fasteners with an approved Manufacturer lubricant.

SECTION 02630 - BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.10(a) Grading - In Table 02630-01, add the following sieve size line before the No. 10 sieve size line and add the following footnote at the end to the table:

No. 4 *	—	—	—	—	—
---------	---	---	---	---	---

* Report percent passing sieve when no grading requirements are listed

02630.10(b) Fracture of Rounded Rock - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

02630.11(b) Fracture of Rounded Rock - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

SECTION 02690 - PCC AGGREGATE

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(e-1) Fracture - In the sentence that begins "Provide aggregate...", replace "AASHTO TP 61" with "AASHTO T 335".

SECTION 02810 - BRIDGE RAIL

Comply with Section 02810 of the Standard Specifications.

SECTION 02820 - METAL GUARDRAIL

Comply with Section 02820 of the Standard Specifications.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.02 Types of Signs - Add "O6", "O8", "W12", and "YW" sign types and replace the "B2", "B3", "C1", "C2", "F1", "G1", "G2", "G3", "G4", "O3", "O4", "O5", "R1", "W9", "W11", and "Y7" sign types with the following:

- "B2" Blue Type III or Type IV sheeting background with white Type IX permanent removable legend.
- "B3" Blue Type IX sheeting background with white Type IX permanent or removable legend or white Type IX sheeting overlaid with blue transparent paste background, with retroreflective silver-white screened legend.
- "C1" Brown Type III or Type IV sheeting background with white Type IX permanent or removable legend.
- "C2" Brown Type IX sheeting background with white Type IX permanent or removable legend or white Type IX sheeting overlaid with brown transparent paste background, with retroreflective silver-white screened legend.
- "F1" White Type IX sheeting background overlaid with red and blue transparent paste background with white Type IX permanent legend.
- "G1" Green Type III or Type IV sheeting background with white Type IX removable legend.
- "G2" Green Type III or Type IV sheeting background with white Type IX permanent legend.
- "G3" Green Type IX sheeting background with white Type IX permanent legend, or white Type IX sheeting background overlaid with green transparent paste background with retroreflective silver-white screened legend.
- "G4" Green Type IX sheeting background with white Type IX removable legend.

Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway

- "O3" Fluorescent orange Type VIII, or Type IX sheeting background with black nonreflective permanent legend and red retroreflective symbol (Stop or Yield Ahead Symbol Sign).
- "O4" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend.
- "O5" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective removable legend.
- "O6" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend and red, yellow, and green Type VIII and Type IX circles. (Signal Ahead Symbol Sign)
- "O8" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective screened or cut-out permanent legend and silver-white Type VIII or Type IX symbol. (Speed Reduction Symbol Sign)
- "R1" White Type IX sheeting background overlaid with red transparent paste background with white Type IX permanent legend.
- "W9" Silver-white Type III or Type IV sheeting background with blue nonreflective screened or cut-out permanent legend.
- "W11" Silver-white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend with red Type III or Type IV symbol.
- "W12" Silver-white Type III or Type IV sheeting background with transparent green screened legend or green Type III or Type IV cut-out permanent legend with blue Type III or Type IV symbol.
- "Y7" Fluorescent yellow Type IX sheeting background with black nonreflective screened or cut-out permanent legend and red Type IX symbol. (Stop or Yield Ahead Symbol Sign)
- "YW" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend, and white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend and red Type III or Type IV symbol.

02910.10 Aluminum - In the paragraph that begins "Fabricate sheet...", replace the sentence that begins "Fabricate sheet aluminum..." with the following two sentences:

Fabricate sheet aluminum signs from aluminum alloy 6061-T6, 5052-H38, 5154-H38, or approved equal. Give a chromate treatment conforming to ASTM B 449, Class 2 or a titanium-based coating according to ASTM B 921.

02910.20(a) General - Replace the sentence that begins "Use reflective sheeting..." with the following sentence:

Use reflective sheeting Type I and retroreflective sheeting Type III, Type IV, Type VIII, and Type IX from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend - In the paragraph that begins "The silver-white or...", replace the sentence that begins "The white retroreflective sheeting..." with the following sentence:

Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway

The white retroreflective sheeting shall consist of Type IX sheeting conforming to 02910.20.

02910.75 Manufacturer's Warranty - Replace the paragraph that begins "For retroreflective Type III..." with the following paragraph:

For retroreflective Type III and Type IV sheeting used for permanent signs, provide a Warranty, for a Warranty period of 10 years, for restoring sign panels and replacing sheeting if the sheeting has failed as defined below.

In the paragraph that begins "For purposed of the Warranty...", replace the bullet that begins "70% of minimum coefficient...", with the following bullet:

- 70% of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D 4956 for the remaining 3 years of the Warranty period for Type III and Type IV sheeting and remaining 5 years of the Warranty period for Type IX sheeting.

SECTION 03020 - EROSION MATERIALS

Section 03020, which is not a Standard Specification, is included in this Project by Special Provision.

Description

03020.00 Scope - This Section includes the requirements for erosion control materials.

Materials

03020.10 Commercially Manufactured Compost - Furnish commercially manufactured compost that:

- Is processed through thermophilic composting meeting the EPA's definition of "Process to Further Reduce Pathogens".
- Is from a commercial compost facility that holds a current DEQ composting permit or is registered with DEQ as a composting facility.
- Meets the requirements of the US Composting Council (USCC) and it's Seal of Testing Assurance (STA) program.
- Contains a minimum 65% by volume of the following recycled plant waste:
 - Source-separated yard and garden wastes
 - Wood wastes
 - Agricultural crop residues
 - Wax-coated cardboard
 - Preconsumer vegetative food wastes
 - Other similar source-separated materials that the DEQ has determined to have a comparable low level of risk in hazardous substances, human pathogens, and physical contaminants.
 - Manure or biosolids based composts when approved.

Meets the following compost particle size and media parameters:

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

Compost Particle Size

Sieve Size	Compost Type		
	Fine*	Medium*	Coarse**
	Percent Passing (By Dry Weight)		
3"	100	100	100
1"	100	95-100	90-100
3/4"	100	95-100	70-100
5/8"	100	90-100	70-100
1/2"	100	90-100	70-100
1/4"	100	50-60	30-50
* maximum 3 inch particle length ** maximum 6 inch particle length			

Media Parameters

Test	Test Method	Requirements	
Physical Contaminants*	TMECC** 03.08-A	Less than 1.0%	
Organic Matter	TMECC** 05.07-A	35% (Minimum)	
pH	TMECC** 04.11-A	6.0 to 8.5	
Soluble Salt Concentration	TMECC** 04.10-A	5 dS/m (Maximum)	
Total Carbon Total Nitrogen	TMECC** 04.02-D TMECC** 04.02-D	Carbon/Nitrogen Ratio	
		Fine	Medium & Coarse
		<25:1	<30:1
Stability	TMECC** 05.08-B	5 to 7	
Maturity	TMECC** 05.05-A	80% or Greater	
Moisture Content	TMECC** 03.09-A	35-60% (Wet Weight)	
* Man-made Inert ** Test Methods for Evaluation of Compost and Composting			

03020.90 Acceptance - Acceptance of commercially manufactured compost material will be the following:

- Quality compliance certification according to 00165.35.
- Copies of STA lab analysis.
- Copy of DEQ permit or registration of the compost producer.

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**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

APPENDIX A - PROJECT PLANS

Under Separate Cover

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

Bridge and Roadway
Hamilton Creek (Upper Berlin Drive) Bridge
Upper Berlin Drive
Linn County
July 2013

APPENDIX B - BID SECTION

ATTENTION:

DO NOT INCLUDE THE PLANS AND SPECIFICATIONS WHEN SUBMITTING YOUR BID PROPOSAL. SUBMIT ONLY THE ITEMS INCLUDED IN THE BID SECTION AND ANY ADDENDUM THAT MAY HAVE BEEN ISSUED FOR THIS PROJECT.

INCLUDED IN THIS SECTION:

- **BID SCHEDULE**
- **PROPOSAL**
- **BID PROPOSAL BOND**
- **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS**
- **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**
- **DBE INFORMATION PAGE**
- **DBE COMMITMENT REQUIREMENTS**
- **DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM**
- **SUBCONTRACTORS SOLICITATION AND UTILIZATION REPORT**

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

BID SCHEDULE

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

Bid Opening: July 9, 2013 – 9:35 a.m., P.D.T.

ITEM	UNIT	QUANT.	UNIT PRICE	TOTAL
1. Mobilization	LS	All	\$	\$
2. Work Zone Traffic Control, Complete	LS	All	\$	\$
3. Temporary Signs	SQFT	160.5	\$	\$
4. Temporary Concrete Barrier, Reflectorized	FOOT	287.5	\$	\$
5. Temporary Impact Attenuator	EACH	24	\$	\$
6. Surface Mounted Tubular Markers	EACH	40	\$	\$
7. Temporary Striping	SQFT	24.0	\$	\$
8. Portable Traffic Signal	EACH	2	\$	\$
9. Flaggers	HOUR	160.0	\$	\$
10. Erosion Control	LS	All	\$	\$
11. Sediment Barrier	FOOT	696.0	\$	\$
12. Pollution Control Plan	LS	All	\$	\$
13. Work Containment Plan and System	LS	All	\$	\$
14. Construction Survey Work	LS	All	\$	\$
15. Removal of Structures and Obstructions	LS	All	\$	\$
16. Removal of Surfacing	SQYD	1,128.3	\$	\$
17. Asphalt Pavement Saw Cutting	FOOT	50.0	\$	\$
18. Clearing and Grubbing	LS	All	\$	\$
19. General Excavation	CUYD	450.0	\$	\$
20. Subgrade Geotextile	SQYD	1,448.0	\$	\$
21. Rip Rap Geotextile, Type 1	SQYD	7.1	\$	\$
22. Loose Rip Rap, Class 50	CUYD	2.0	\$	\$
23. Drainage Curbs	FOOT	132.0	\$	\$
24. Bridge Removal Work	LS	All	\$	\$
25. Shoring, Cribbing and Cofferdams	LS	All	\$	\$
26. Structure Excavation	LS	All	\$	\$
27. Granular Wall Backfill	LS	All	\$	\$
28. Furnish Pile Drilling Equipment	LS	All	\$	\$

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

BID SCHEDULE [CONT.]

ITEM	UNIT	QUANT.	UNIT PRICE	TOTAL
29. Furnish HP 14 x 89 Steel Piles	FOOT	204	\$	\$
30. Drive HP 14 x 89 Steel Piles	EACH	12	\$	\$
31. HP 14 x 89 Steel Pile Splices	EACH	6	\$	\$
32. HP 14 x 89 Steel Pile Reinforced Tips	EACH	12	\$	\$
33. Reinforcement	LS	All	\$	\$
34. General Structural Concrete, Class 3300	LS	All	\$	\$
35. Reinforced Concrete Bridge End Panels	SQYD	145	\$	\$
36. 30 Inch Precast Prestressed Box Beams	FOOT	687.0	\$	\$
37. 2-Tube Side Mounted Bridge Rail	LS	All	\$	\$
38. Warranted Spray Waterproofing Membrane	SQFT	2,750.0	\$	\$
39. Aggregate Base, 1" – 0	TON	1,461.6	\$	\$
40. Level 3, 1/2" Dense Graded MHMAC	TON	517.0	\$	\$
41. Guardrail, Type 2a	FOOT	50.0	\$	\$
42. Guardrail Anchors, Type 1 Modified	EACH	4	\$	\$
43. Guardrail Transitions	EACH	4	\$	\$
44. Guardrail Connections	EACH	4	\$	\$
45. Guardrail Terminals, Non-Flared, TL-3	EACH	2	\$	\$
46. Guardrail Terminals, Flared, TL-3	EACH	2	\$	\$
47. Pavement Line Removal	FOOT	50	\$	\$
48. Longitudinal Pavement Markings, Paint	FOOT	1,070	\$	\$
49. Type "O" Signs In Place	SQFT	12.0	\$	\$
50. Seeding Mobilization	LS	All	\$	\$
51. Permanent Seeding	ACRE	0.1	\$	\$
52. Remove and Relocate Fence	LS	All	\$	\$
53. Stormwater Facility	LS	All	\$	\$
PROJECT TOTAL			\$	

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

BID SCHEDULE [CONT.]

By signing and submitted a bid on the work called for under this proposal, the bidder certifies he will abide by the provisions of ORS 279.350 regarding prevailing rate of wages on public contracts.

Authorized Signature

Fax Number

Address

City State Zip Code

Phone Date

Fax Number

Oregon Construction Contractors Board Number

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

PROPOSAL

TO: COUNTY BOARD OF COMMISSIONERS, LINN COUNTY, OREGON

The undersigned, as bidder, declares:

That this proposal is for the work described in the specifications bound herewith.

That the only persons or parties interested in this proposal as principals are those named herein;

That this proposal is made without collusion with any other person, firm or corporation;

That bidder has obtained and acquainted itself with the applicable specifications and has acquainted itself also with the forms of contract and bond, which are to be signed by the successful bidder;

That bidder has personally inspected the location and the site of the work and has acquainted itself with all conditions, local and otherwise, affecting it;

That bidder submits this proposal subject to the terms and conditions stated herein;

That bidder has satisfied itself as to the quantities and conditions and understands that in signing this proposal bidder waives all right to please any misunderstanding, regarding same.

Bidder declares that it will comply with prevailing wage law (ORS 279C.840 or 40 U.S.C. 276a, whichever is applicable).

Bidder shall check one box: Bidder

is

is not

a resident bidder as defined in ORS 279A.120.

Bidder is licensed by the Construction Contractors Board. Bidder's license number is:

Bidder certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

Bidder also proposes and agrees:

That if this proposal is accepted, bidder will contract with the County Board of Commissioners on the form of contract furnished by the Board, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work called for by the contract, in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

That bidder will accept as full payment therefore the amount specified in the bid proposal bound herewith.

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

PROPOSAL [CONT.]

The party by whom this proposal is submitted, and by whom the contract will be entered into in case the award is made to bidder is:

_____ [“An Individual,” “A Partnership,” “A Corporation,” “An Association”]

doing business under the name of _____

at _____
[Street] [City] [State] [Zip Code]

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

The name of the surety by which the Performance Bond and Payment Bond covering the contract, if awarded, will be furnished and the name and address of the surety's local agent are as follows:

Name of Surety _____

Name of Agent _____

Accompanying this proposal is _____
[“Proposal Bond,” “Cash,” “Certified Check”]

in the amount of _____ percent of the bid.

The bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provision of the contract documents and based on the unit price amounts, under Bid Schedule bound herein, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these contract documents.

If this proposal shall be accepted and the undersigned shall fail or neglect to contract as aforesaid, and to give bonds in the amount specified, with survey satisfactory to the Linn County Board of Commissioners, within ten (10) days [not including Sunday], from the date of receiving from the Board of Commissioners the contract and prepared and ready for execution, the Board of Commissioners may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the guaranty accompanying the bid shall operate and the same shall be the property of the Linn County Board of Commissioners.

Dated _____, 20____

Bidder

By: _____ By: _____

**Hamilton Creek (Upper Berlin Drive) Bridge
Bridge and Roadway**

BID PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, as principal, and the _____, duly organized under the laws of the State of Oregon, as surety, are held and firmly bound unto the County Board of Commissioners, and the Oregon Department of Transportation, as an obligee, in the full and penal sum of ten percent (10%) of the total amount of the proposal of said principal for the work hereinafter described, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas the principal herein is herewith submitting its proposal for the following work, to wit:

Said proposal, be reference hereto, being hereby made a part hereof;

NOW, THEREFORE, if the said proposal submitted by the said principal be accepted, and the contract for said work be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the Linn County Board of Commissioners within the time fixed by said Board, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this _____, day of _____, 20__

Principal

Company

Countersigned at _____, this
____, day of _____, 20__

Surety

By: _____

Agent Address

Agent Phone

Agent Fax

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- With the bid.
- Not later than two working hours after the time set for opening bids. (For example, by 11:00 a.m. after a 9:00 a.m. bid opening.) Submit as follows:
 - Remove the form from the bid booklet and deliver it Linn County Courthouse, 300 Fourth Avenue S.W., Room 201, Albany, Oregon 97321, or **fax it to 541-924-0202**
 - Obtain and the electronic version of the form from ODOT's web site at:

http://www.oregon.gov/ODOT/CS/CONSTRUCTION/docs/Forms/Sub_Con_Form.shtml#Instructions

and either fill it in and fax it to the above telephone number or submit it electronically by following the instructions on the web site.

The Department is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

Instructions for First-Tier Subcontractor Disclosure

When the contract value for a public improvement is greater than \$100,000 bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (1) 5% of the total project bid, but at least \$15,000, or (2) \$350,000 regardless of the percentage of the total project bid, you must disclose the following information about that subcontractor not later than two working hours after the time set for opening bids:

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

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

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

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

To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor as follows:

- 1) Determine the lowest possible prime contract price. That will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after bid award).
- 2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services are greater than or equal to: (1) 5% of the lowest contract price, but at least \$15,000, or (2) \$350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination, (for example, if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of the subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).

09-30-08

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name _____

Highway _____

County _____

Bid Opening Date _____

Name of Bidding Contractor _____

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

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

DBE INFORMATION

GENERAL INFORMATION

It is the policy of the Oregon Department of Transportation (ODOT) that disadvantaged business enterprises 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 Office of Minority, Women and Emerging Small Business (OMWESB) as Disadvantaged Business Enterprises (DBE) in the state of Oregon and identified as African American owned or Subcontinent Asian American owned, may be used to meet the assigned DBE goals for African American owned and Subcontinent Asian American owned Certified Disadvantaged Business Enterprises 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. Prime 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.

WEB SITES

DBE Directory - A DBE Directory is available from the Office of Minority, Women and Emerging Small Business (OMWESB) at:

<http://www4.cbs.state.or.us/ex/dir/omwesb>

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/CS/CIVILRIGHTS/forms.shtml>

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 definitions of and references to DBE goal, DBE commitments and crediting DBE participation shall apply solely to AFDDBEs [African American owned DBEs] and SADBE [Subcontinent Asian American owned DBEs], as defined in the Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions.

The assigned DBE 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, and professional service provider.

Only those DBE firms, certified in the types of work selected and identified as African American owned or Subcontinent Asian American owned by the Office of Minority, Women, and Emerging Small Business (OMWESB) shall be eligible to fulfill required DBE participation contract obligations.

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

(a) Crediting of DBE Participation in Bid Submission

Credit toward meeting the assigned DBE participation goal shall be granted only when the listed firms are currently certified by OMWESB as disadvantaged business enterprises and identified as African American owned or Subcontinent Asian American owned. Bidders should not assume that a minority-owned or a woman-owned firm is currently certified by OMWESB as a DBE firm, that a certified DBE firm is certified as AFDDBE or Subcontinent Asian DBE, or that a firm is certified to perform any particular type of work. Bidders are encouraged to verify the DBE firms' certification by:

- 1) requesting a copy of the DBE certification letter from the committed DBE firm; or
- 2) contacting OMWESB at 503-986-0069. Bidders may also access updated certification list by going to the OMWESB web site at <http://www4.cbs.state.or.us/ex/dir/omwesb/>

For joint ventures, the percentage of DBE participation to be credited toward the goal will be determined or approved by the 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 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 the contract. Invoices for materials will be invoiced to the DBE firm and not to the prime 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 DBE 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 prime contractor makes a direct payment to a material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly, provided such joint payment arrangements received prior written approval from the ODOT.

No credit will be granted if the prime 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 prime contractor by the DBE firm and used by the DBE in performing its work, and (3) cost of equipment leased or rented from the prime 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 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 the 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 the 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 one truck and be certified by the Office of Minority, Women and Emerging Small Business.

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 project manager:

- (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 that has been consented by ODOT's project management 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 goal is zero, all of the required information above Part I of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM must be completed and signed by the bidder's authorized representative. Failure to completely fill out information above Part I, sign, and submit the form with the bid shall be considered non-responsive.

If the assigned goal is greater than zero, all of the required information above Part I of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM must be completed and signed by the bidder's authorized representative. Bidders shall also complete and submit with the bid Part I of the DBE COMMITMENT CERTIFICATION AND UTILIZATION 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. Failure to completely fill out, sign, and submit the form with the bid shall be considered non-responsive. The Agency will calculate each DBE amount, total the amount to be applied to the DBE 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 from prime contracts. In determining whether a DBE bidder for a prime contract has met a 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 or suppliers 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 DBE goal.

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

It is the intent of ODOT that all bidders meet the assigned DBE goal for participation by AFDDBEs and SADDBEs. It is recognized that in rare exceptions it may not be possible for all bidders to meet the goal. To determine whether the contract should be awarded to a bidder that has failed to meet the assigned goal, ODOT must decide whether the efforts made to obtain AFDDBE and SADDBE 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 goal.

In the event a bidder is unable to meet the assigned 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 AFDDBE and SADDBE 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 DBE Directory of Certified Firms and identified as African American or Subcontinent Asian 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 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.

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

5. Contract Award Selection Procedure

In addition to the provisions of Sections 00120 and 00130 of the Oregon Standard Specifications for Construction, 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 the ODOT meets its commitment to its overall DBE goal.
- (b) If the low bidder offering a reasonable bid meets or exceeds the assigned goal, that bidder will be considered responsive to the DBE requirement.
- (c) If the review of the type of work for which a DBE firm is certified does not match the type of work shown on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM (Part I) then the firm's participation on that contract cannot count toward the assigned DBE contract or overall DBE goals. The bidder will be determined non-responsive unless other certified DBE firms, with matching types of work have been listed or the bidder has established sufficient good faith efforts.
- (d) If the low bidder has not met the assigned 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 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 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 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 the 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; 455 Airport Road S.E., Building K; Salem, Oregon 97301-5348; 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 Prime 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 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 1
355 Capitol Street NE
Salem, OR 97301-3871
Phone: 503-986-4350
Fax: 503-986-6382

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM

This DBE Certification and Utilization Form applies solely to meeting the assigned DBE goal for AFDBE and SADBE participation. If the assigned goal is zero, the authorized representative of each Bidder shall fill in its name, sign and date the form, and return the form with its Bid. FAILURE OF THE BIDDERS TO COMPLETELY FILL OUT INFORMATION ABOVE PART I AND SUBMIT THIS FORM WITH THE BID SHALL BE CONSIDERED NON-RESPONSIVE. If the assigned goal is greater than zero, each Bidder, including DBE prime Bidders, shall complete and submit this form with their Bid. FAILURE OF THE BIDDERS TO COMPLETELY FILL OUT AND SUBMIT THIS FORM WITH THE BID SHALL 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.

Bidder's Authorized Representative (PRINT)

Bidder's Authorized Representative (SIGN)

Date

Name of Contractor (Company Name)

PART I

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

* From "Office of Minority, Women and Emerging Small Business" ** 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 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	
Broker	100% (of brokerage fee only)	(TOTAL DBE AMOUNT ÷ TOTAL BID AMOUNT) (calculated to two decimal places (0.01))	
		%	

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

Bidder shall submit documentation of "good faith efforts" as evidence of actions to secure DBE participation, if bidder's DBE participation commitment for AFDBEs and SADBES is less than the assigned goal.

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.



SUBCONTRACTOR SOLICITATION AND UTILIZATION REPORT
ODOT Office of Civil Rights ♦ 955 Center St. NE, Room 471 ♦ Salem, OR 97301

Please read instructions before completing this form.

This form (ODOT form 734-2721) incorporates and replaces previous DBE and MWESB Subcontractor/Supplier Solicitation and Utilization forms (ODOT forms 734-2533 and 731-0516). The previous forms are obsolete and will not be accepted.

1. PROJECT NAME	2. CONTRACT NUMBER (IF KNOWN)	3. BID OPENING DATE
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All bidders, including DBE prime bidders, must complete and submit this form to the ODOT Office of Civil Rights within 10 calendar days after the bid-opening date. This information will be used to prepare a list of bidders as required by 49 CFR 26.11(c).

By signing below the bidder acknowledges and certifies that this form accurately represents receipt of and consent from the firms listed below as to the consideration for performance on this project. The bidder certifies that the bidder had direct contact with the firms named regarding participation in this project.

4. BIDDER PRINT NAME	5. BIDDER TITLE	
6. BIDDER SIGNATURE X	7. DATE	
8. COMPANY NAME OF CONTRACTOR	9. PHONE	10. FAX

11. NAME OF FIRM	12. PHONE	13. DBE / MWESB STATUS	14. UTILIZATION	
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LINN COUNTY ROAD DEPARTMENT

OVERALL PROJECT LENGTH: 535 ft.

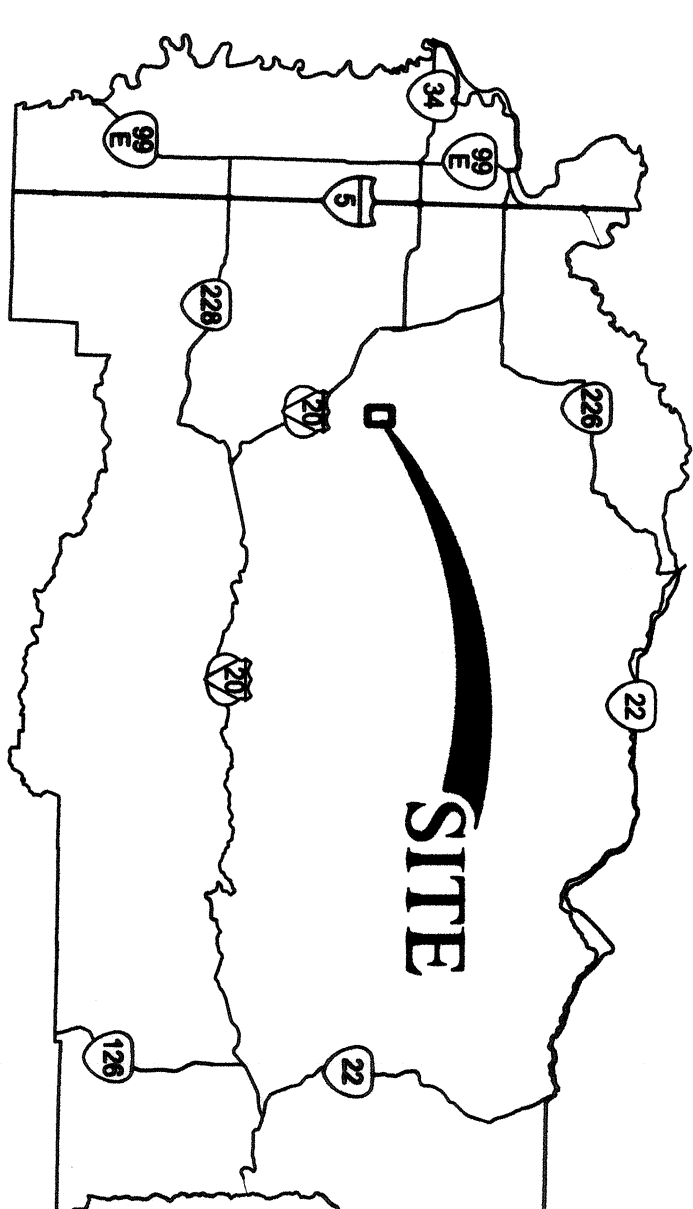
Bridge and Roadway

HAMILTON CREEK
(UPPER BERLIN DRIVE) BRIDGE

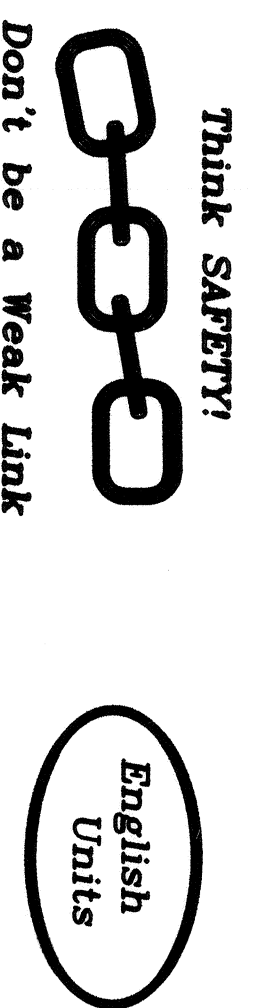
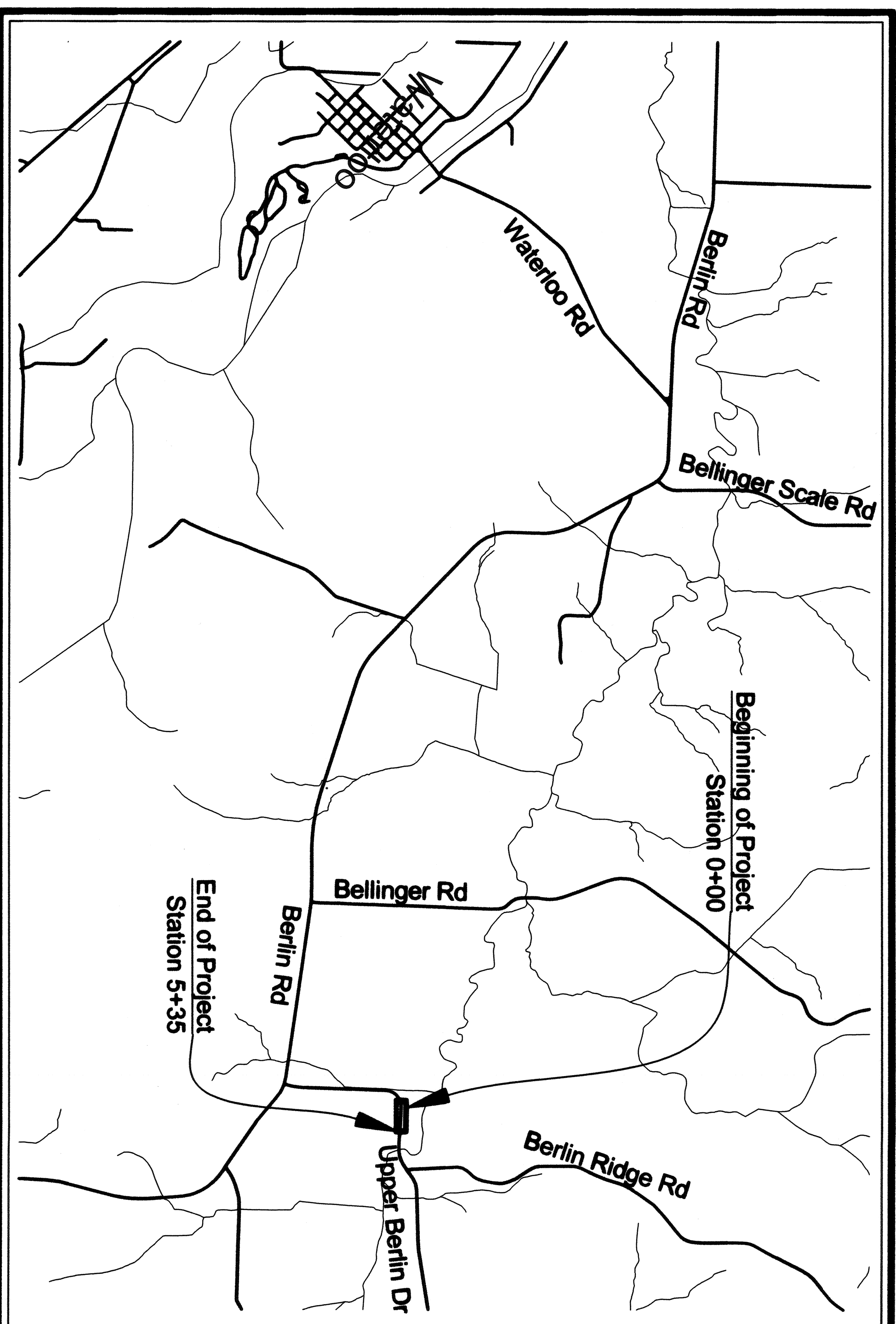
LINN COUNTY BRIDGE NO. BR020B-0921
 ODOT BRIDGE NO. 22070

LINN COUNTY
 July 2013

Federal Aid # BRO-C043(026)



PROJECT LOCATION



Think SAFETY!
 Don't be a Weak Link

English Units

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 a copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987.)

SHEET INDEX	
SHEET 1	COVER SHEET
SHEET 2	SHEET INDEX, LEGEND, NOTES, STD DWG NOS, ABBREV.



LINN COUNTY
 ROAD DEPARTMENT

3010 FERRY STREET SW
 ALBANY, OREGON 97322
 PHONE: (541) 987-3919
 FAX: (541) 924-0202
 EMAIL: Roaddep@co.lin.or.us

ROADMASTER
 DARRIN L. LANE, P.E.
 COUNTY ENGINEER

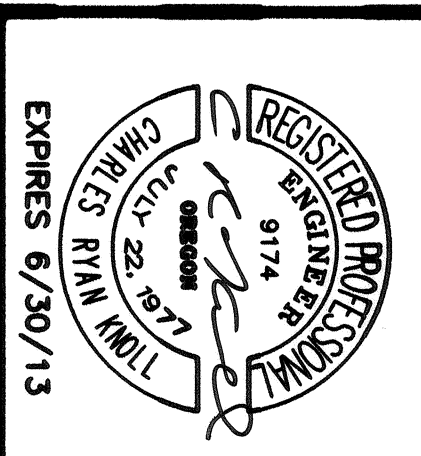
CHARLES R. KNOLL, P.E.

COUNTY
 COMMISSION

ROGER NYQUIST
 CHAIRMAN

JOHN LINDSEY
 WILLIAM TUCKER

DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DR) BRIDGE COVER SHEET	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: no scale

SHEET 1

SHEET INDEX

SHEET 3	TYPICAL SECTION AND SUPERELEVATION DIAGRAM
SHEET 4	TRAFFIC CONTROL PLAN
SHEET 5	EXISTING PLAN AND PROFILE
SHEET 6	PLAN AND PROFILE
SHEET 7	PLAN AND ELEVATION
SHEET 8	GENERAL NOTES
SHEET 9	FOUNDATION DATA SHEET
SHEET 10	FOOTING PLAN AND PILE DETAILS
SHEET 11	DECK PLAN AND TYPICAL SECTION
SHEET 12	STAGING DETAILS
SHEET 13	SLAB DETAILS
SHEET 14	BENT DETAILS
SHEET 15	MISCELLANEOUS DETAILS
SHEET 16	WINGWALL DETAILS
SHEET 17	STORM DRAINAGE PLAN
SHEET 18	EROSION CONTROL PLAN
SHEET 19	STRIPING AND SIGNING PLAN

Standard Drawing and Detail Numbers:

GUARDRAIL	BRIDGE RAILS
RD400, RD405 -Guardrail and Metal Median Barrier and Parts	BR226 -2-Tube Side Mount Rail
RD410 -Guardrail Parts (Three Beam)	BR230 -2-Tube Side Mount Rail Transition
RD415 -Guardrail and Metal Median Barrier Parts	DET3295 -Temporary Precast Concrete Barrier Pin and Loop/Anchors 1
RD420 -Energy Absorbing Terminal	DET3296 -Temporary Precast Concrete Barrier Pin and Loop/Anchors 2
RD440 -Guardrail Installation at Bridge Ends	
DET1455 -Type 5 Anchor	
CONCRETE BARRIER	REINFORCED PRESTRESSED SLABS AND BOX GIRDERS
RD500 -Precast Concrete Barrier Pin and Loop Assembly	BR422, BR445 -30" Precast Prestressed Slab and Details
PAVEMENT	MISCELLANEOUS BRIDGE
RD610 -Asphalt Pavement Details	BR165 -Bridge End Panel
CURBS, ISLANDS, SIDEWALKS, AND DRIVEWAYS	TEMPORARY TRAFFIC CONTROL
RD701 -Drainage Curbs	TM800 -Tables
FENCE	TM821 -Temporary Sign Supports
RD810 -Barbed and Woven Wire Fences	TM830 -Temporary Concrete Barrier
	TM831 -Temporary Impact Attenuators
	TM870 -Bridge Construction
EROSION CONTROL	PAVEMENT MARKINGS
RD1005 -Check Dams	TM500 -Pavement Marking Standard Detail Blocks
RD1055 -Matting	
DET6013 -Compost Filter Sock Plan and Staking	
DET6014 -Compost Filter Sock, Sediment Barrier (Type 8)	

ABBREVIATION LEGEND

AC	ASPHALT CONCRETE	LT	LEFT
ACWS	ASPHALT CONCRETE WEARING SURFACE	LS	LUMP SUM
A.D.	ALGEBRAIC DIFFERENCE	MAX	MAXIMUM
BP	BEGINNING OF PROJECT	MIN	MINIMUM
BYCE	BEGIN VERTICAL CURVE ELEVATION	MHMAC	MINOR HOT MIX ASPHALT CONCRET
BVCS	BEGIN VERTICAL CURVE STATION	NOM	NOMINAL
☐	CENTERLINE	OF	OUTER FACE
CTR	CENTER	OHW	ORDINARY HIGH WATER
DIA	DIAMETER	PC	POINT OF CURVE
DWG	DRAWING	PI	POINT OF INTERSECTION
ELEV	ELEVATION	PT	POINT OF TANGENT
EOP	EDGE OF PAVEMENT	PVI	POINT OF VERTICAL INTERSECTION
EP	END OF PROJECT	REINF	REINFORCEMENT
EVCE	END VERTICAL CURVE ELEVATION	RT	RIGHT
EVCS	END VERTICAL CURVE STATION	SHT	SHEET
EX	EXISTING	SL	SLOPE
EA	EACH	STA	STATION
IE	INVERT ELEVATION	STD	STANDARD
IF	INNER FACE	TFOC	TOP FACE OF CURB
K	LENGTH OF CURVE/ DIFFERENCE IN GRADE	TYP	TYPICAL
L	LENGTH	VC	VERTICAL CURVE

LEGEND

500	CONTOURS
—	RIGHT OF WAY
—	CENTERLINE
—	EXISTING EDGE OF PAVEMENT
—	EXISTING SHOULDER
—	EXISTING DRIVEWAY
—	EXISTING OVERHEAD POWER LINES
—	EXISTING UNDERGROUND TELEPHONE
—	EXISTING FENCE
—	EXISTING TOP OF BANK
—	EXISTING CREEK AND DITCH
—	EDGE OF PAVEMENT
—	SHOULDER
—	SAW CUT LINE
—	CONSTRUCTION SLOPE LIMIT
—	NO WORK ZONE
—	EXISTING VEGETATION
☉	EXISTING POWER POLE AND GUY WIRE
—	GUARDRAIL
●	EXISTING SURVEY MONUMENT

NOTES:

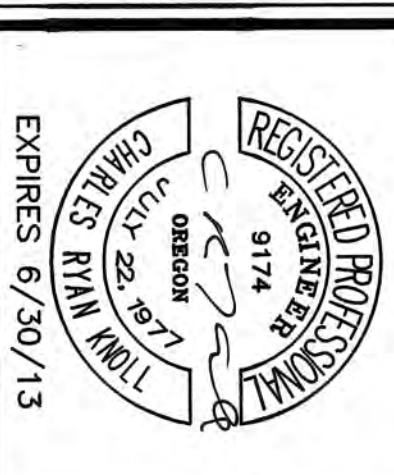
1. Taxlot Lines and Information, and Existing Structures are Shown for Reference Purposes Only.
2. Protect All Survey Monuments and Property Pins.
3. Unless Otherwise Noted for or Ordered by the Engineer, Clear and Grub to the Toe of Construction Fill.
4. Unless Otherwise Noted or Ordered by the Engineer, Cut, Deck, and Place all Trees 10 Inches or Larger in Diameter at a Location Selected by the Respective Property Owner. Tree Symbol Shown Does Not Represent Actual Size or Quantity. It is the Responsibility of the Contractor to Visit the Site Prior to Placing a Bid in Order to Determine the Exact Size and Quantities of the Trees and Other Materials that will be Needed to be Cleared and Grubbed.



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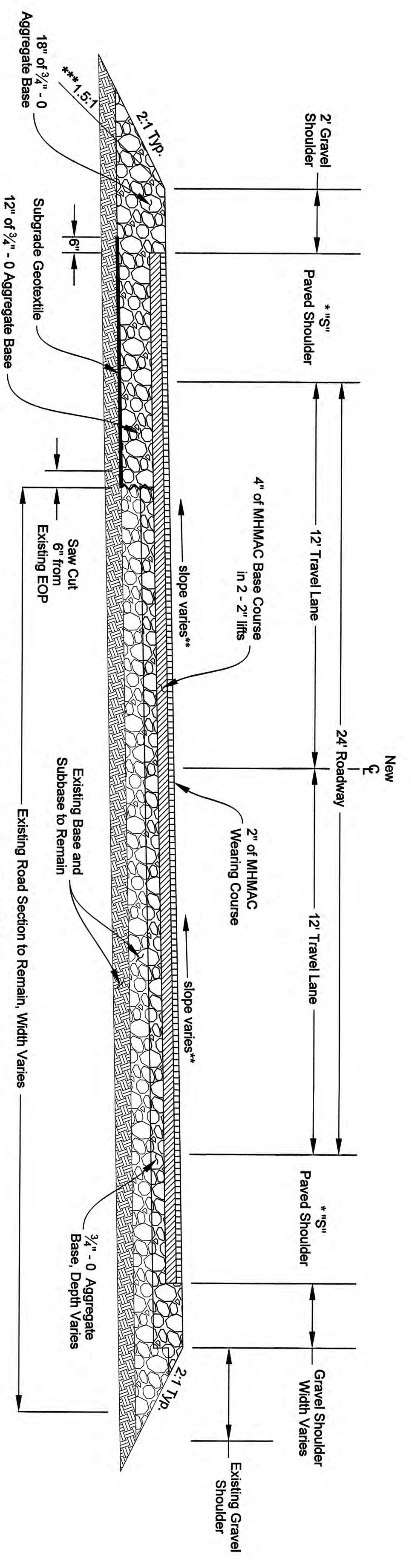
COUNTY
COMMISSION
 ROGER NYQUIST
 CHAIRMAN
 JOHN LINDSEY
 WILLIAM TUCKER

BY:	
REVISION:	
DATE:	



HAMILTON CREEK
(UPPER BERLIN DRIVE) BRIDGE
 SHEET INDEX, LEGEND, NOTES, STD DWG NO'S, ABBREV.
 BRIDGE NO: BR020B-0921 PROJ. NO: CB0809
 TRS: T12S R1W SEC25, W.M. DATE: 04/18/13
 DESIGNED BY: DLM CHECKED BY: CRK
 DRAFTED BY: DLM REVIEWED BY: KMG

SCALE: 1" = 30'
 SHEET 2



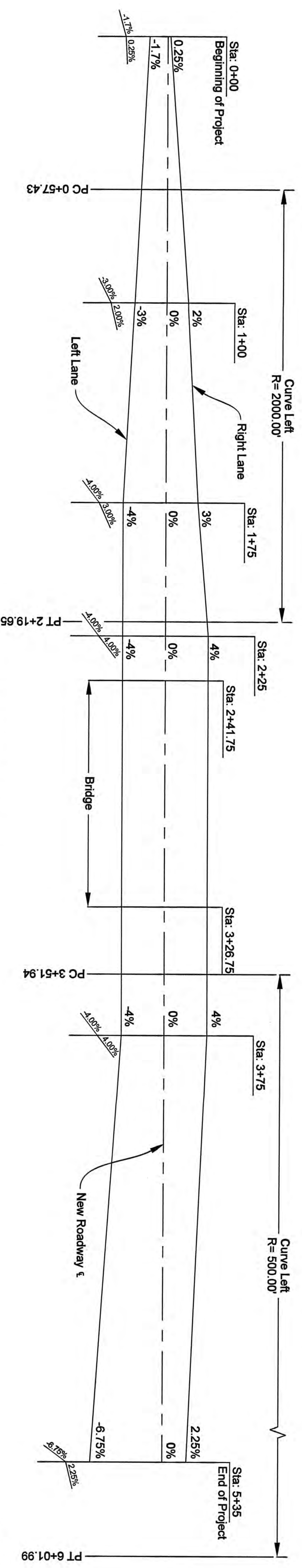
UPPER BERLIN DR	
Shoulder Widening Widths, "S"	Sta. to Sta.
Shoulder Width Left	0' to 6'
	6' to 4'
	4' to 8'
	8' to 0'

UPPER BERLIN DR TYPICAL SECTION
 Scale 1" = 2'

Sta: 0+10 to Sta: 2+20.92
 Sta: 2+20.92 to Sta: 3+47.50 (STRUCTURE)
 ***Sta: 3+47.50 to Sta: 3+55
 Sta: 3+55 to Sta: 5+10

*see tables for paved shoulder widths
 **see super-elevation diagram for slopes

UPPER BERLIN DR	
Shoulder Widening Widths, "S"	Shoulder Width Right
Sta. to Sta.	0' to 5'
0+00 to 1+03	5' to 4'
1+03 to 1+77.75	4' to 0'
1+77.75 to 2+13.50	
2+13.50 to 3+95.25	
3+95.25 to 4+61	
4+61 to 5+35	



SUPERELEVATION DIAGRAM
 not to scale

WARNING
 If this bar does not measure 1" then drawing is not to scale



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COUNTY COMMISSION
 ROGER NYQUIST
 CHAIRMAN
 JOHN LINDSEY
 WILLIAM TUCKER

DATE:	REVISION:	BY:

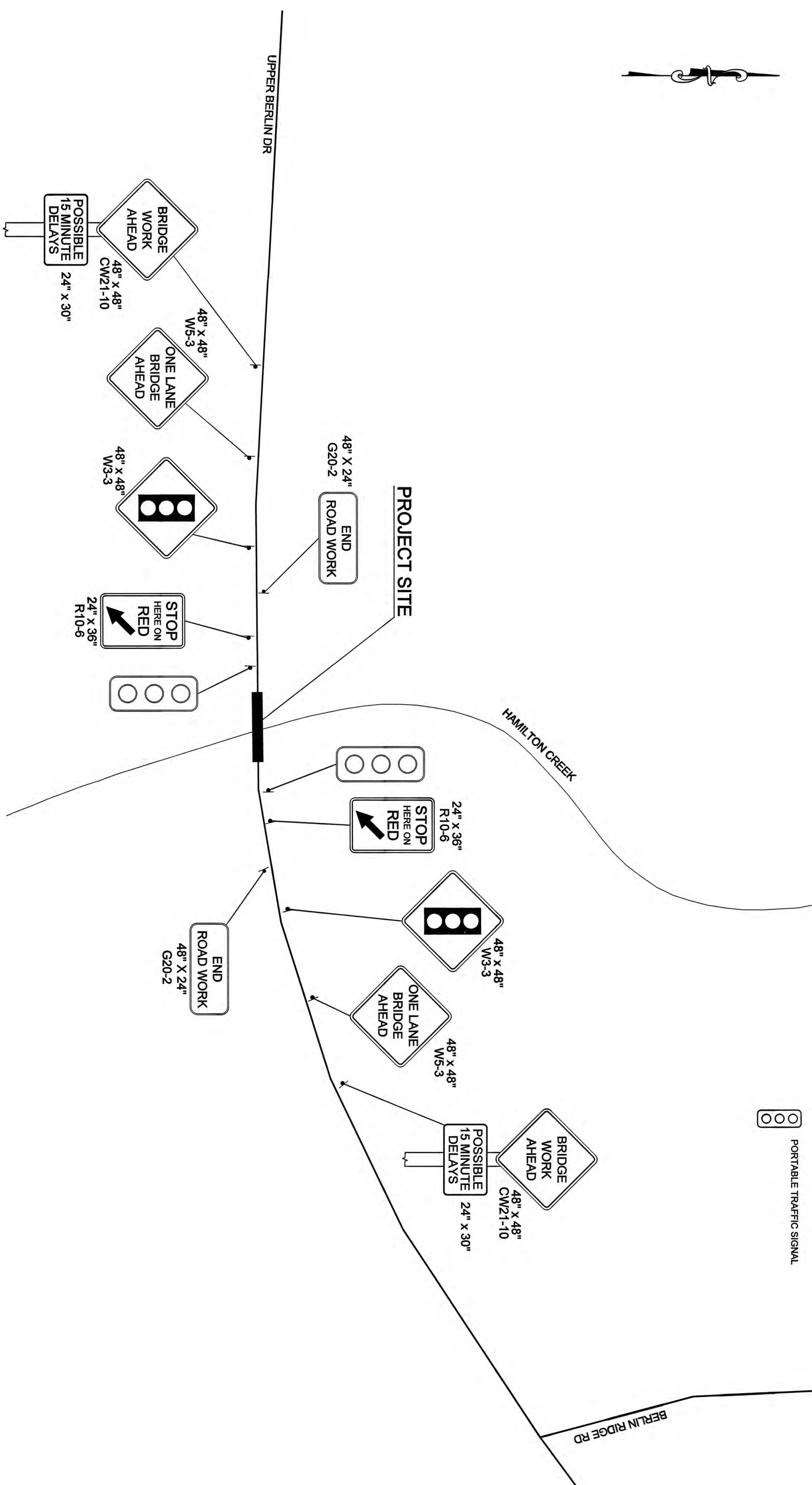


HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE
 TYPICAL SECTION AND SUPERELEVATION DIAGRAM

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: as noted
 SHEET 3

- NOTES:**
1. Follow the 2009 Edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), the ODOT Sign Policy and Guidelines, and ODOT Standard Drawings for sign detail and placement.
 2. Portable traffic signal does not require State Traffic Engineer Approval.
 3. Supply portable traffic signal meeting the requirements of Section 00225



This Plan is to Be Accompanied By ODOT Standard Drawing Nos:
 RD500, TM800, TM821, TM830, TM831, TM870
 The pre-construction speed is 55 m.p.h.

PORTABLE TRAFFIC SIGNAL



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 CHARLES R. KNOLL, P.E.**

**COUNTY
 COMMISSION**
 ROGER NYQUIST
 CHAIRMAN
 JOHN LINDSEY
 WILLIAM TUCKER

DATE:	REVISION:	BY:

**REGISTERED PROFESSIONAL
 ENGINEER**
 OREGON
 9174
 CHARLES R. KNOLL
 EXPIRES 6/30/13

HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE TRAFFIC CONTROL PLAN	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: no scale
 SHEET 4

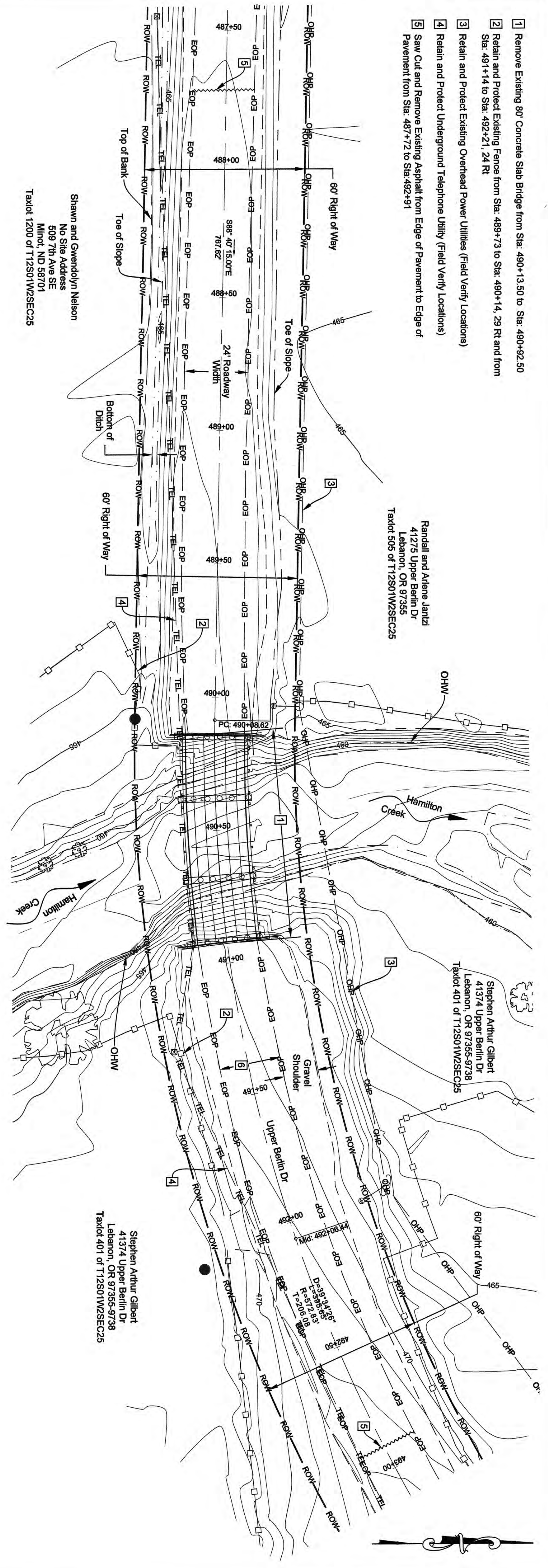
- 1 Remove Existing 80' Concrete Slab Bridge from Sta. 490+13.50 to Sta. 490+92.50
- 2 Retain and Protect Existing Fence from Sta. 489+73 to Sta. 490+14, 29 Rt and from Sta. 491+14 to Sta. 492+21, 24 Rt
- 3 Retain and Protect Existing Overhead Power Utilities (Field Verify Locations)
- 4 Retain and Protect Existing Telephone Utility (Field Verify Locations)
- 5 Saw Cut and Remove Existing Asphalt from Edge of Pavement to Edge of Pavement from Sta. 487+72 to Sta. 492+91

Randall and Arlene Jantz
41275 Upper Berlin Dr
Lebanon, OR 97355
Taxlot 505 of T12S01W2SEC25

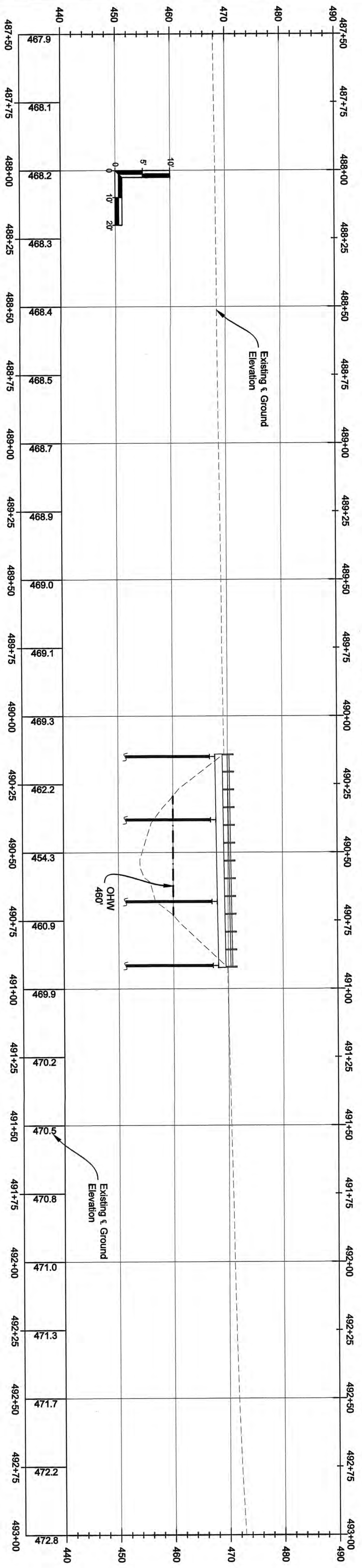
Stephen Arthur Gilbert
41374 Upper Berlin Dr
Lebanon, OR 97355-9738
Taxlot 401 of T12S01W2SEC25

Stephen Arthur Gilbert
41374 Upper Berlin Dr
Lebanon, OR 97355-9738
Taxlot 401 of T12S01W2SEC25

Shawn and Gwendolyn Nelson
No Site Address
509 7th Ave SE
Minot, ND 58701
Taxlot 1200 of T12S01W2SEC25



Profile View of Existing Upper Berlin Dr
Sta: 487+50 to Sta: 493+00



WARNING
If this bar does not
measure 1" then drawing
is not to scale



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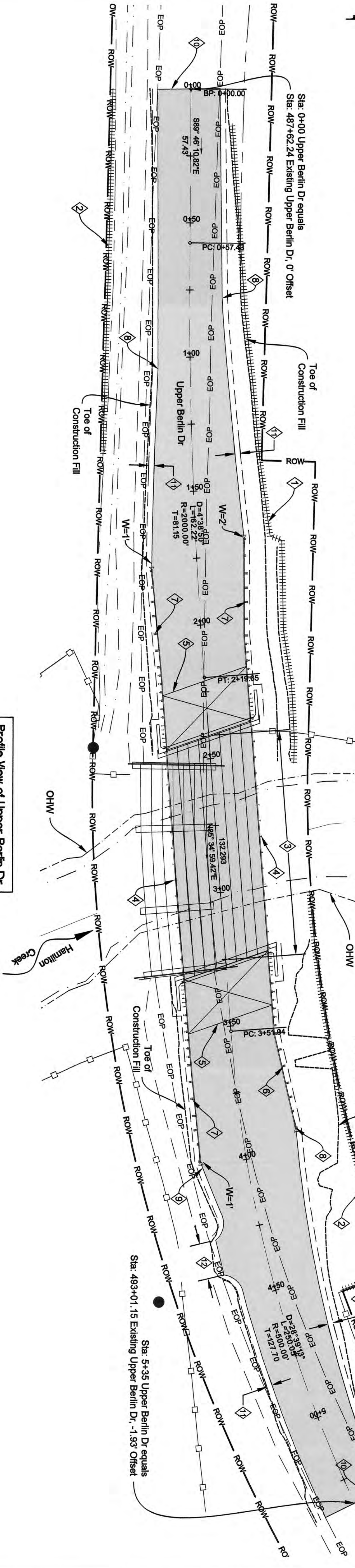
HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE EXISTING PLAN AND PROFILE

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

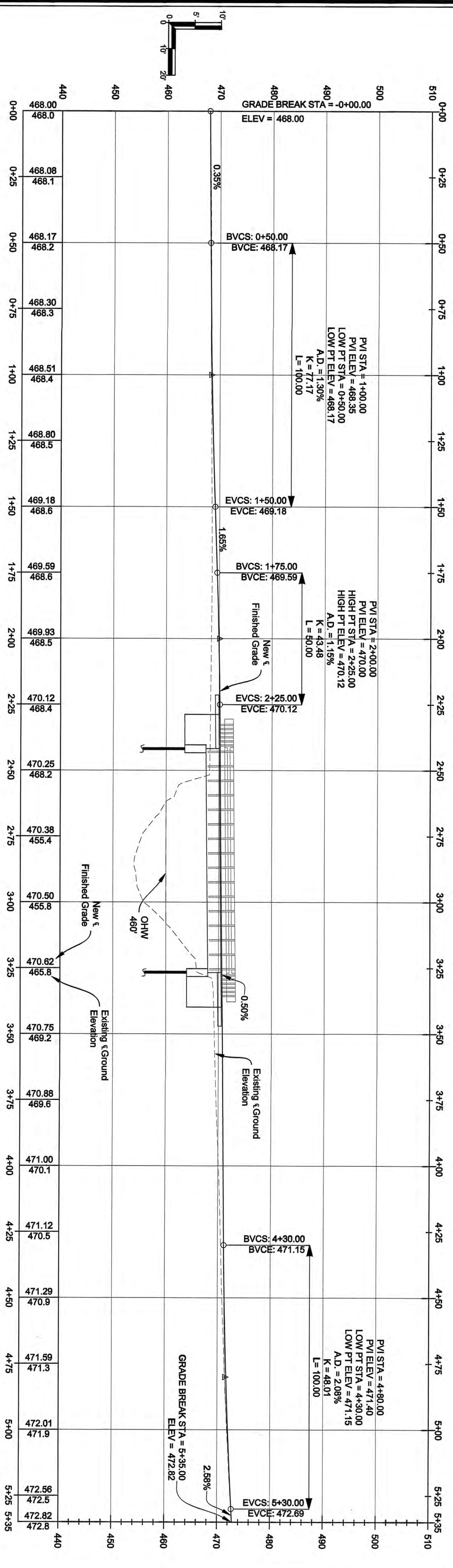
SCALE: 1" = 20'
SHEET 5



- ① Install Orange Mesh Fencing (No Work Zone) from Sta. 0+00 to Sta. 2+50 Lt. 6' Beyond Toe of Construction Fill
- ② Install Orange Mesh Fencing (No Work Zone) from Sta. 0+00 to Sta. 2+50 Lt. 6' Beyond Toe of Construction Fill
- ③ Construct New 85 foot Structure with a 32 foot Roadway Width from Sta. 2+41.75 to Sta. 3+26.75
- ④ Install 166' - 3" feet of 2- Tube Side Mounted Rail (Both Sides) per Sid Dwg BR226 and BR230
- ⑤ Construct 20'-4" Concrete Impact Panel at Each End of Bridge per Sid Dwg BR165 From Sta. 2+20.92 to Sta. 2+41.75 and from Sta. 3+26.75 to Sta. 3+47.58
- ⑥ Install Guardrail Connector. Install Guardrail Transition. Install 12.5' of Type 3 Guardrail. Install 37.5' of Type 2a Guardrail and Install Flat Guardrail Terminal (Test Level 3). "W" = 4'. From Sta. 3+21 to Sta. 3+91.25. per Sid Dwg's RD400, RD405, RD410, RD415, RD440, and DET1455
- ⑦ Install Guardrail Connector. Install Guardrail Transition. Install 12.5' of Type 3 Guardrail. Install 37.5' of Type 2a Guardrail and Install Non-Flared Guardrail Terminal (Test Level 3). "W" = as shown on plans. From Sta. 1+68.75 to Sta. 2+40 Lt. from Sta. 1+78.75 to Sta. 2+48 Rt. and from Sta. 3+28.50 to Sta. 3+98 Rt. per Sid Dwg's RD400, RD405, RD410, RD415, RD420, RD440, BR230, and DET1455
- ⑧ Begin 15:1 Asphalt Taper from Sta. 0+78 to Sta. 1+68.50 Lt. from Sta. 1+04.25 to Sta. 1+78.75 Rt. and from Sta. 3+91.5 to Sta. 5+35 Lt.
- ⑨ Begin 5:1 Asphalt Taper from Sta. 3+97.50 to Sta. 4+17.50 Rt
- ⑩ Install 10 ft Asphalt Wearing Course Feather to Match to Existing Asphalt Elevation and Width per Sid Dwg RD610
- ⑪ Install Gravel Shoulder 2' Beyond Edge of New Asphalt
- ⑫ Install 16' Asphalt Approach at Approach Centerline Sta. 4+33 Rt. Pave 5' beyond edge of traveled way, R=10'



Profile View of Upper Berlin Dr
Sta: 0+00 to Sta: 5+35



WARNING
If this bar does not measure 1" then drawing is not to scale



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ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

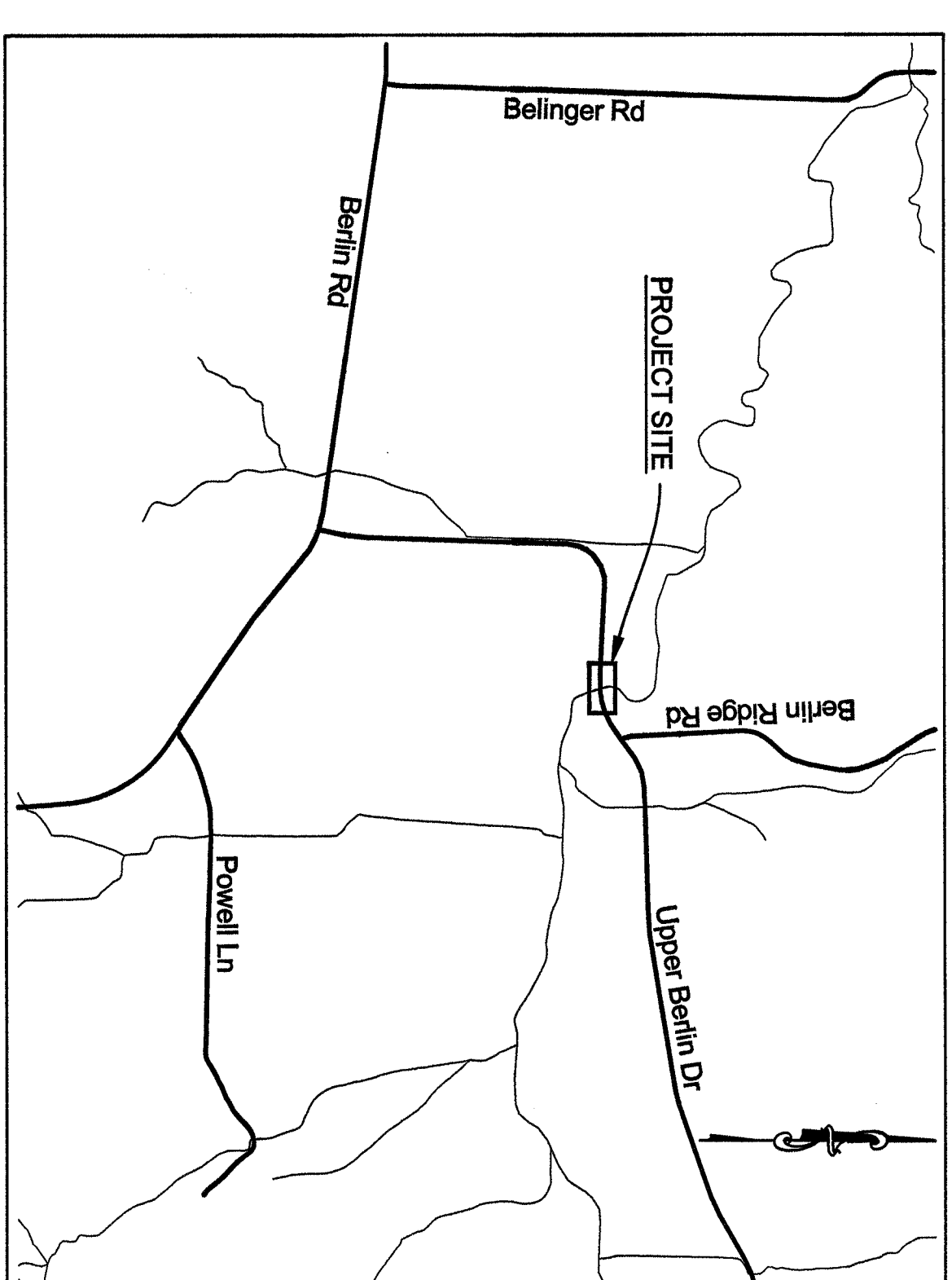
DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE PLAN AND PROFILE

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

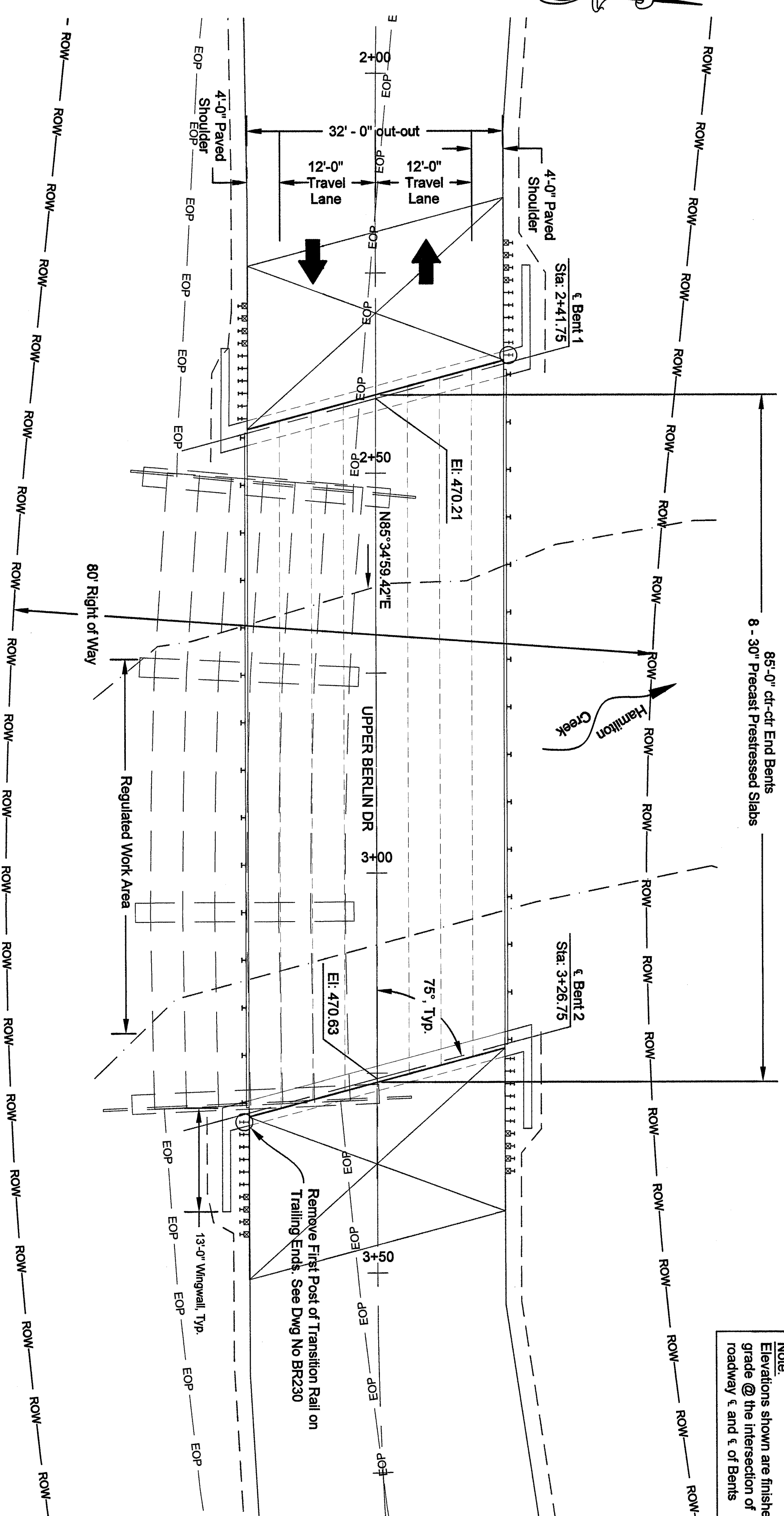
SCALE: 1" = 20'
SHEET 6



LOCATION MAP
No Scale

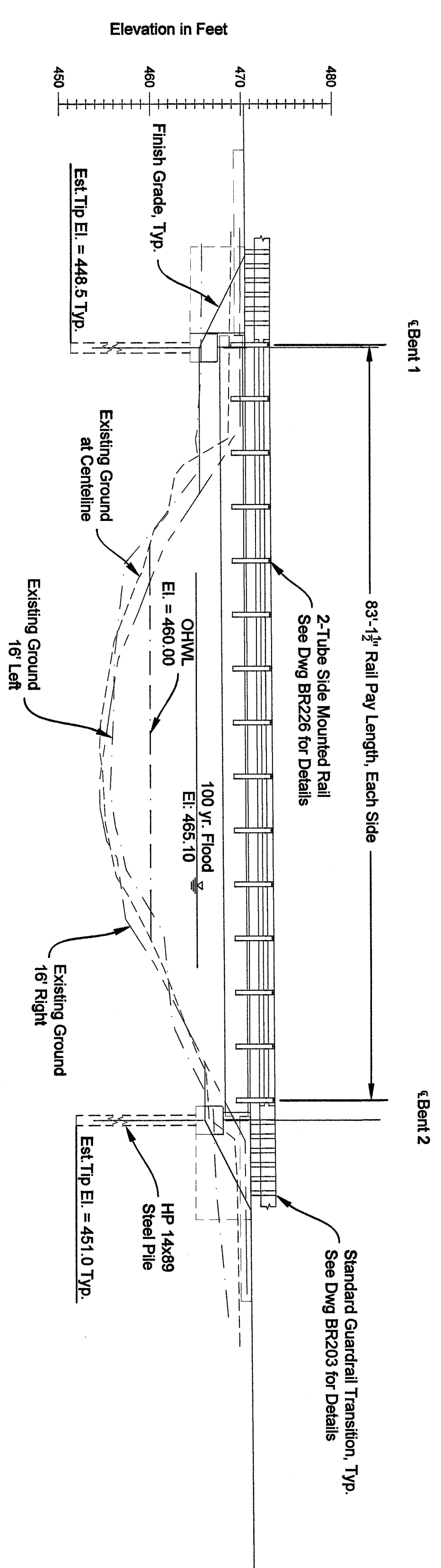
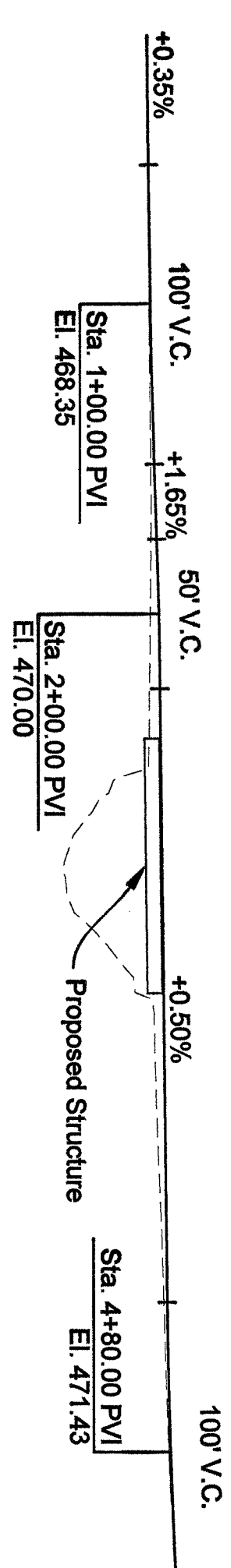
HYDRAULIC DATA TABLE				
ITEMS	UNITS	DESIGN FLOOD	BASE FLOOD	MAX. PROB. FLOOD
Discharge	cfs	3320	3320	4170
Frequency	Years	100	100	500
H.W. elev. @ upstn. face of bridge	ft	465.10	465.10	466.30
Backwater	ft	1.06	1.06	0.00

PLAN
1" = 10'



Note:
Elevations shown are finished grade @ the intersection of roadway & end & of Bents

GRADELINE DIAGRAM
NO SCALE



ELEVATION
1" = 10'

Note:
Elevations are based on
NGVD2947 (M.S.L. = 0.00)

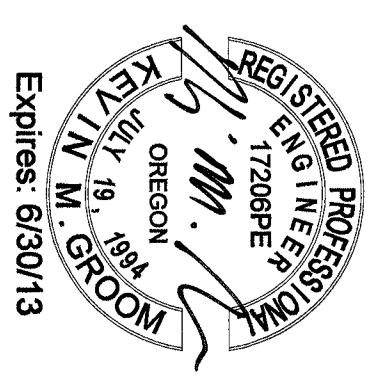


LINN COUNTY
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COUNTY COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

DATE:	REVISION:	BY:



HAMILTON CREEK
(UPPER BERLIN DRIVE) BRIDGE
PLAN AND ELEVATION

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.W.M.	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DLM	REVIEWED BY: CRK

SCALE: as noted
SHEET 7

WARNING
If this bar does not
measure 1" then drawing
is not to scale

GENERAL NOTES:

Provide all materials and perform all work according to the ODOT/PWA 2008 Oregon Standard Specifications for Construction and the Special Provisions.
 Bridge is designed according to the 2010 edition of the AASHTO LRFD Bridge Design Specifications.

Bridge is designed with an allowance of present wearing surface and 25 psf for future wearing surface, and the following loads:
 Service and Strength I Limits States: HL-93 Design truck (or trucks according to LRFD 3.6.1.3) or the design tandems and design lane load.

Strength II Limit States: ODOT Type STP-5BW Permit Truck
 ODOT Type STP-4E Permit Truck

Seismic design is performed in accordance with the "AASHTO LRFD Bridge Design Specifications" ("AASHTO Guide Specifications for LRFD Seismic Bridge Design") as modified by the "ODOT Bridge Design & Drafting Manual" for 500- and 1000-year criteria. The Horizontal Peak Ground Acceleration Coefficients (PGA) for the 500 year (Serviceable) and 1000 year (No Collapse) return periods are 0.12g and 0.18g respectively, based on 2002 USGS Seismic Hazard Maps. The bridge site is defined as a Site Class C.

Provide all reinforcing steel according to ASTM Specification A615 Grade 60 or A706. Provide field bent stirrups according to ASTM Specification A706. Use the following splice lengths (unless shown otherwise):

Bar Size	SPLICE LENGTH*										
	#3	#4	#5	#6	#7	#8	#9	#10	#11		
Splice Length	1'-0"	1'-4"	1'-8"	2'-0"	2'-9"	3'-7"	4'-7"	5'-9"	7'-1"		

*Increase the splice lengths by ALL the applicable percentages:
 40% for locations with 12 inches or more of fresh concrete placed below.
 30% for regions with more than 50% of bars spliced in one region.

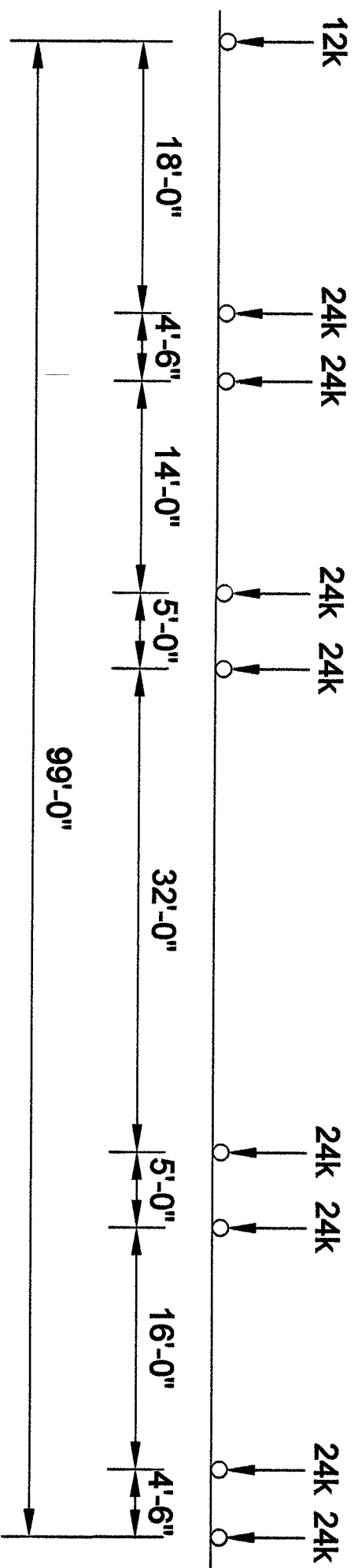
Splice reinforcing steel at alternate bars, staggering at least one splice length or as far as possible, unless shown otherwise.

Place reinforcing bars minimum 2 in. clear of the nearest face of concrete (unless shown otherwise).

Provide concrete in precast prestressed slabs and prestressed steel according to detail plans.

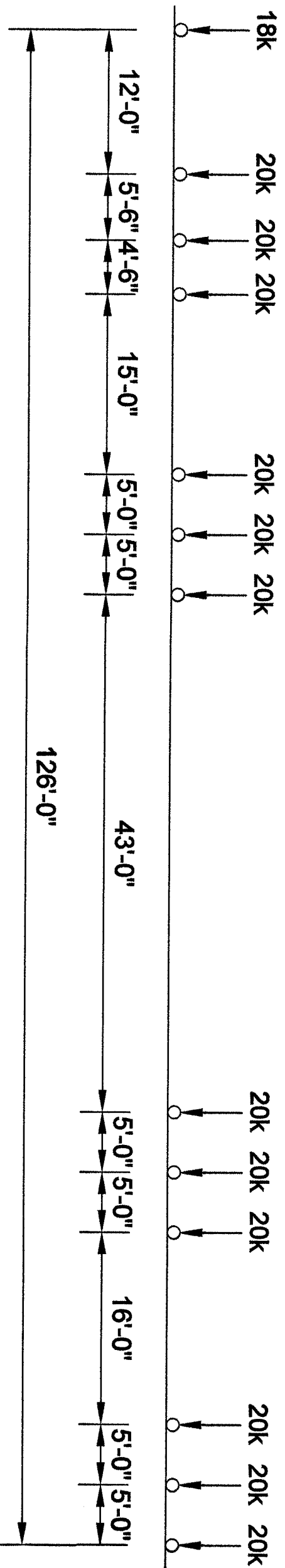
Provide Class 3300 - 1 1/2", 1" or 3/4" concrete for all other concrete (unless shown otherwise).

See Sht 10 for Foundation General Notes.



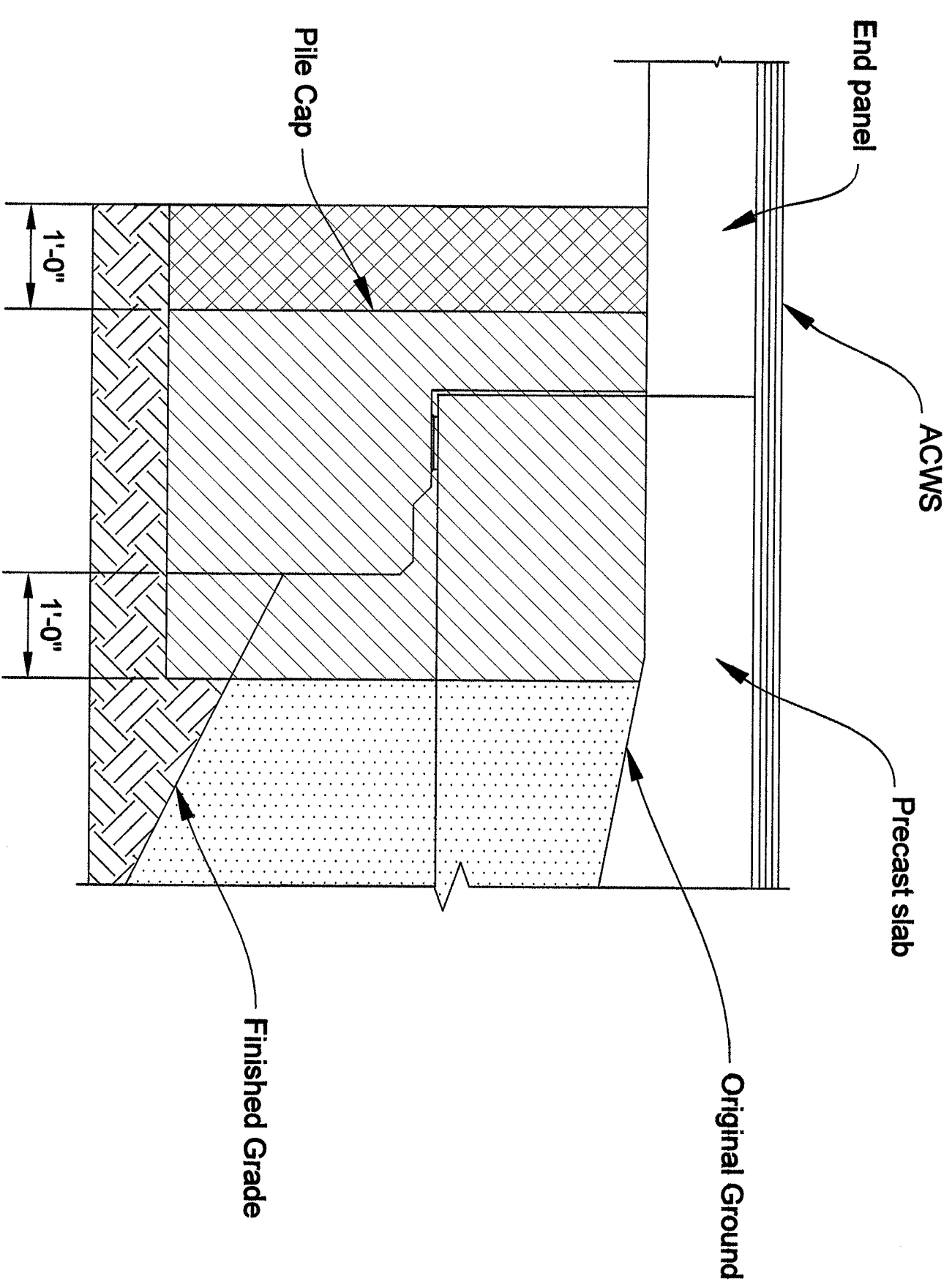
ODOT PERMIT VEHICLE TYPE OR-STP-5BW

No Scale

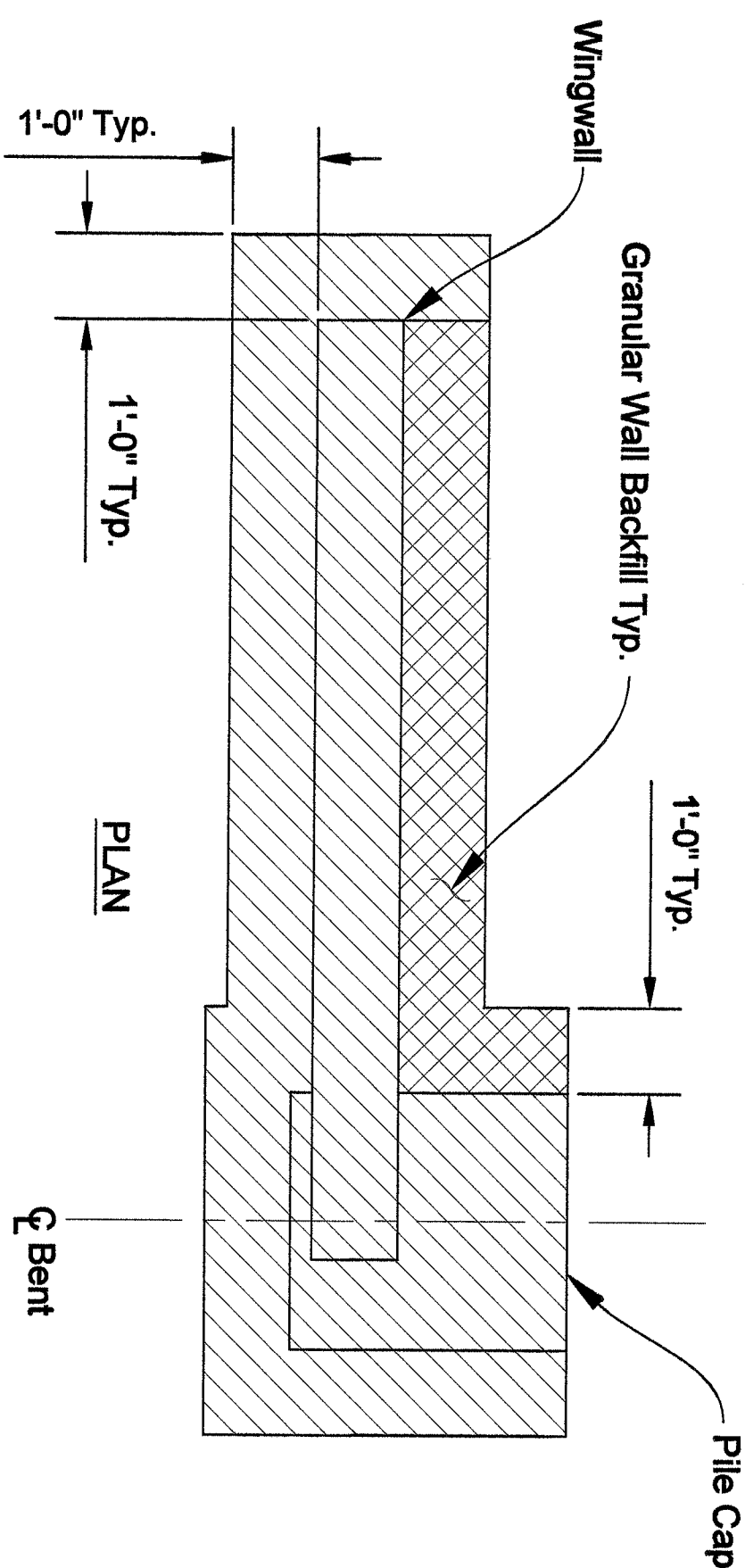


ODOT PERMIT VEHICLE TYPE OR-STP-4E

No Scale



- Limits of structure excavation
- Limits of granular wall backfill
- General excavation
- Existing Ground



EXCAVATION AND BACKFILL PAY LIMITS

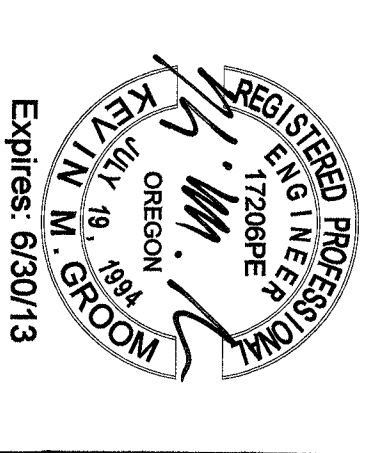
No Scale



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COUNTY COMMISSION
 ROGER NYQUIST
 CHAIRMAN
 JOHN LINDSEY
 WILLIAM TUCKER

DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE GENERAL NOTES

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: no scale
SHEET 8



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COUNTY COMMISSION
ROGER INQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

DATE:	REVISION:	BY:



EXPIRES: 6/30/15

HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE FOUNDATION DATA SHEET	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 4/16/13
DESIGNED BY: DLM	CHECKED BY: WLN
DRAFTED BY: DLM	REVIEWED BY: JKM

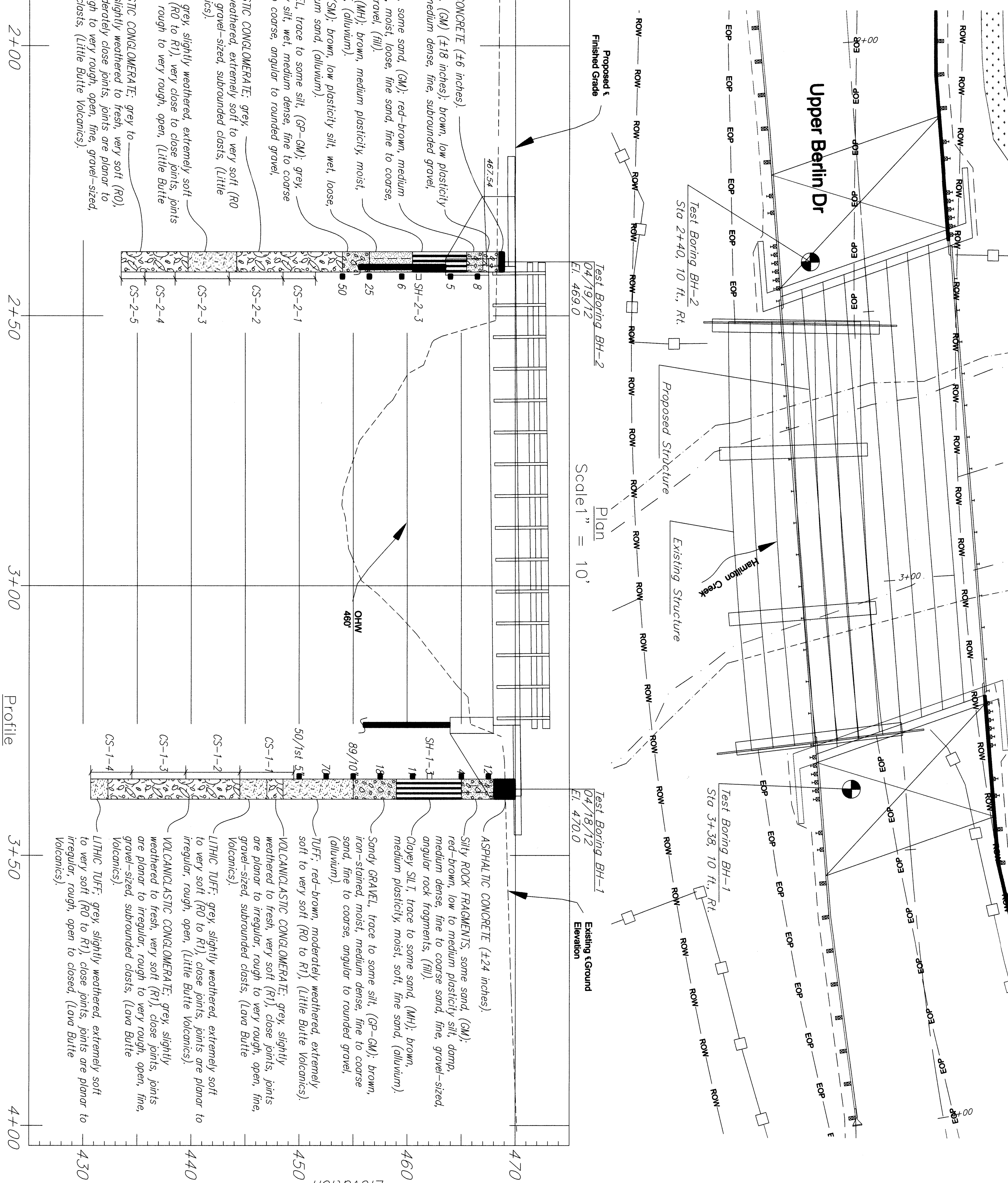
LEGEND OF MATERIALS

- ASPHALTIC CONCRETE
- SILTY GRAVEL, SILTY ROCK FRAGMENTS
- SILTY GRAVEL, SILTY ROCK FRAGMENTS, some sand
- CLAYEY SILT
- SANDY GRAVEL
- TUFF, LITHIC TUFF
- VOLCANIC CONGLOMERATE
- SILTY SAND

TEST BORING	CORE RUN #	REC HARDNESS	RQD	Q _u (psf)
BH-1	CS-1-1	90	RO TO R1	38
	CS-1-2	90	R1	76
	CS-1-3	100	RO TO R1	40
BH-2	CS-1-4	100	RO TO R1	64
	CS-2-1	93	RO TO R1	90
	CS-2-2	76	RO TO R1	42
	CS-2-3	84	RO TO R1	37
CS-2-4	100	RO	53	-
	CS-2-5	100	RO	73

SH-1-3 □ Shelby Tube Sample
24 ■ Standard Penetration Test
N value

CS = Core Sample
RQD = Rock Quality Designation
qu = Unconfined Compressive Strength



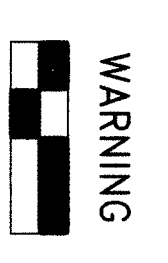
Elevation

470
460
450
440
430

Profile

Scale 1" = 5' vert.
Scale 1" = 10' horiz.

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

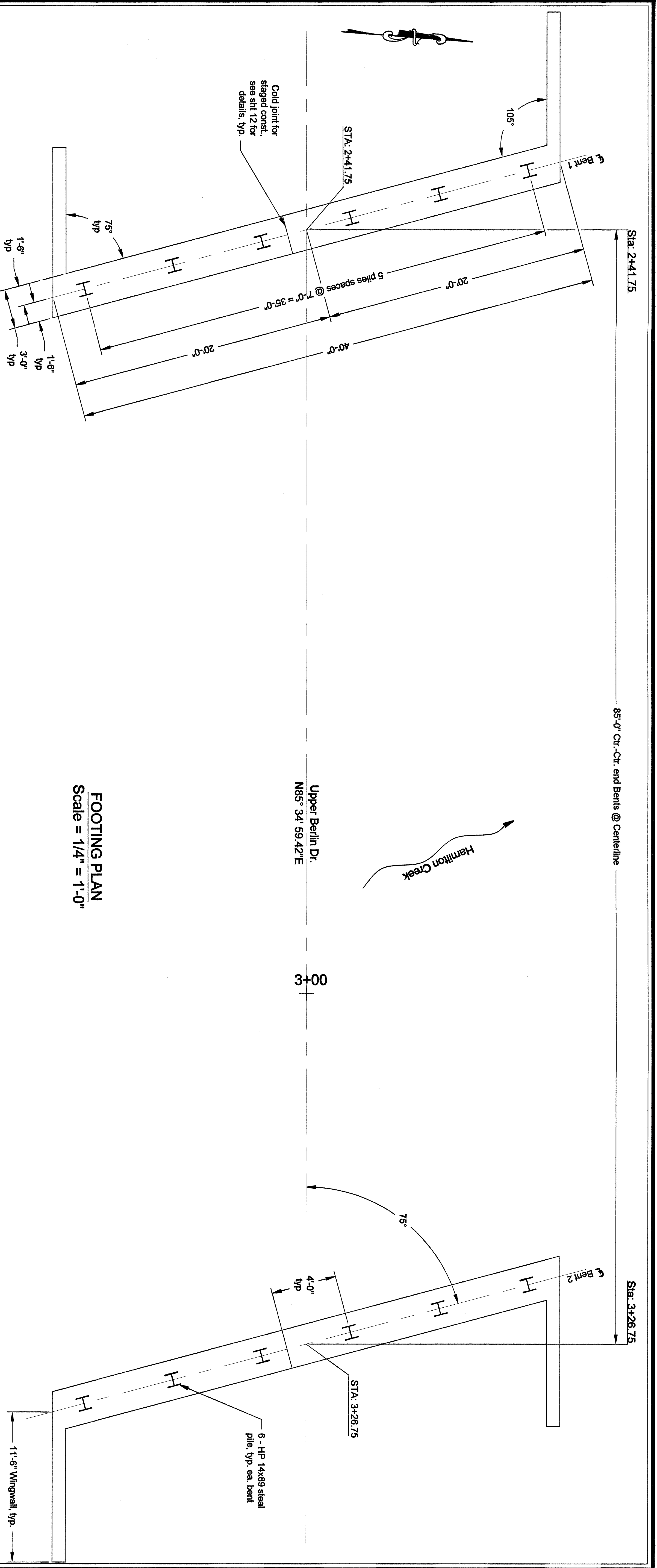


Foundation data shown on this drawing may be a consolidation of information and/or revision in terminology from the Soils and Geological Exploration Logs. The Soils and Exploration Logs used in compiling this drawing are available upon request for review at the office of Foundation Engineering, Inc., Corvallis, OR.

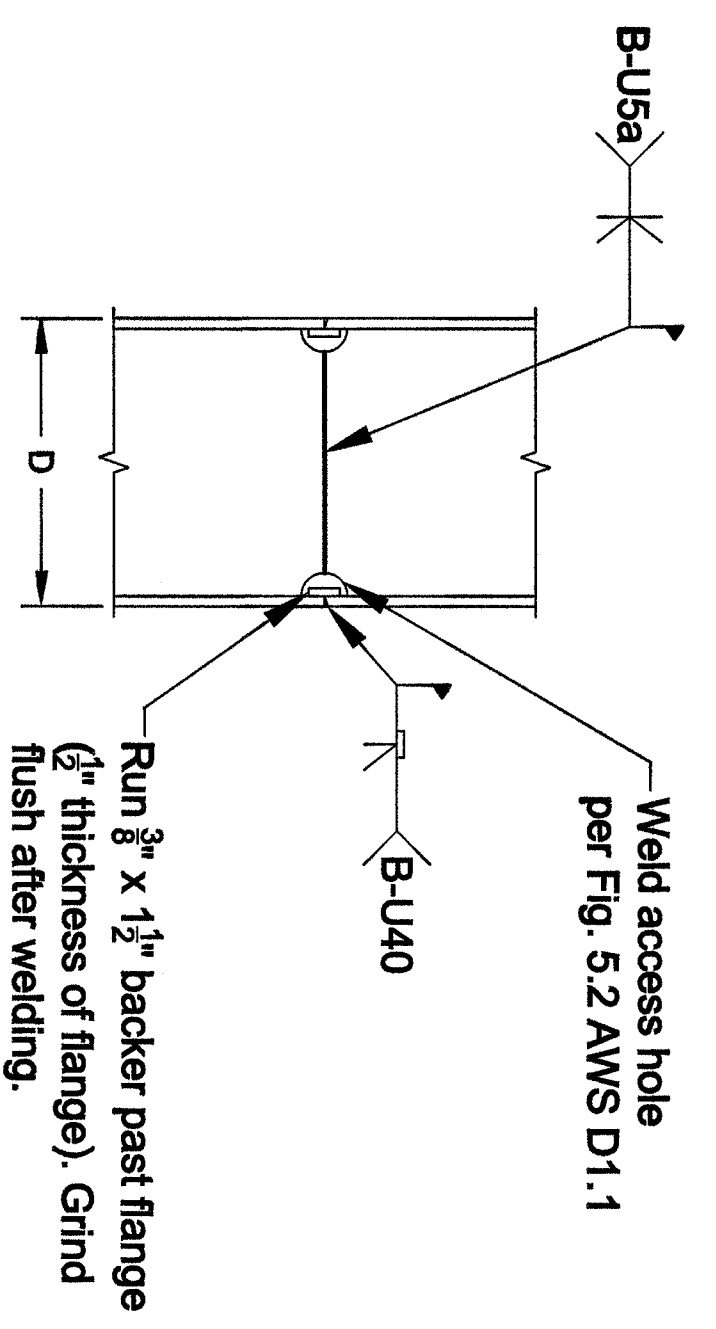
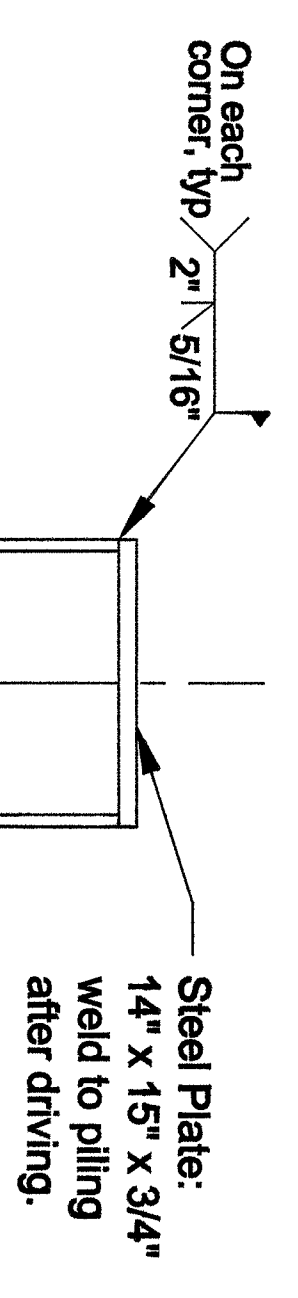
FOUNDATION ENGINEERING, INC.
PROFESSIONAL GEOTECHNICAL SERVICES

820 N.W. CORNELL AVENUE
CORVALLIS, OREGON 97330
BUS: (541) 757-7645 FAX: (541) 757-7650

SCALE: as shown
SHEET 9



FOOTING PLAN
Scale = 1/4" = 1'-0"



Foundation General Notes:

All piling shall be HP 14x89 steel piling conforming to ASTM A572, Grade 50 driven to a nominal (ultimate) capacity of 500 kips per pile. Pile tip elevations for estimated pile penetrations at Bent 1 and Bent 2 are 448.5 and 451.0, respectively. Drive pile to the specified nominal (ultimate) capacity using driving criteria developed from the Wave Equation Analysis Program (WEAP). All piling shall be fitted with a reinforced driving tip from the ODOT QPL. The minimum pile tip elevations are 453 and 454 for Bents 1 and 2, respectively.

All bents are parallel with a bearing lot of N 19° 25' 0.58" E

WARNING
If this bar does not measure 1" then drawing is not to scale

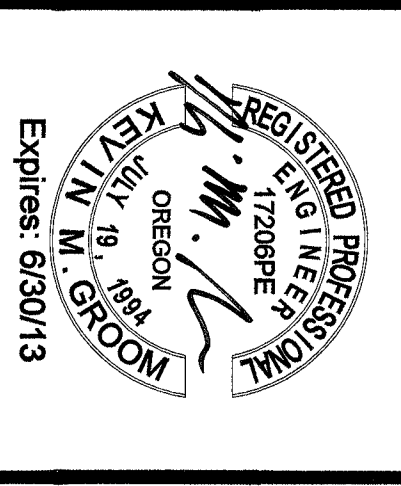


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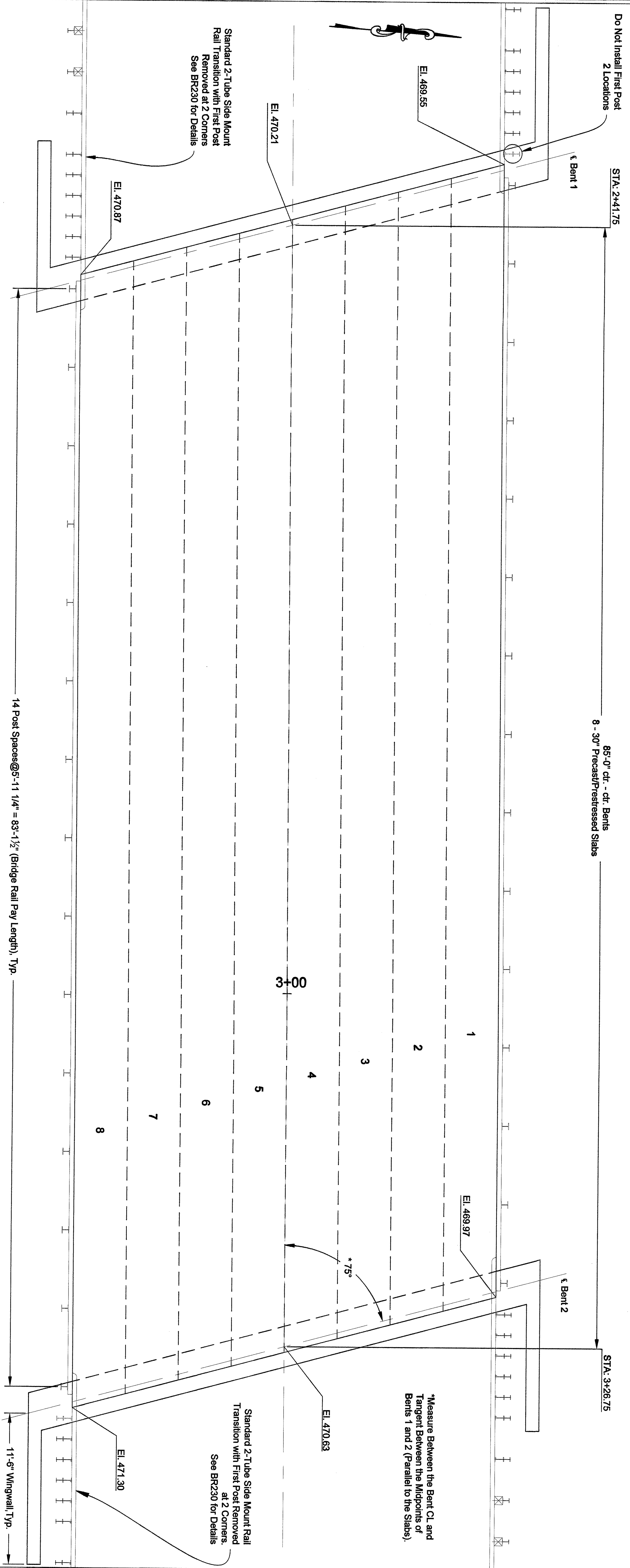
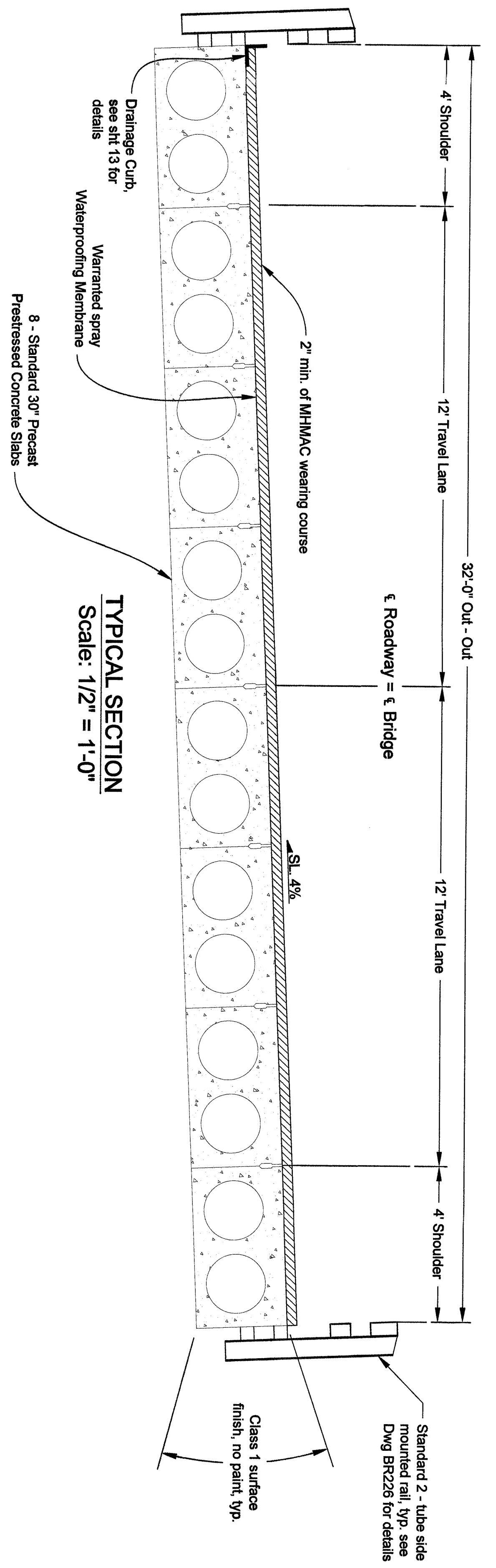
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WILLIAM TUCKER

DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE FOOTING PLAN AND PILE DETAILS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted
SHEET 10



DECK PLAN
Scale: 1/4" = 1'-0"

WARNING
If this bar does not measure 1" then drawing is not to scale



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CHARLES R. KNOLL, P.E.

COUNTY COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

DATE:	REVISION:	BY:

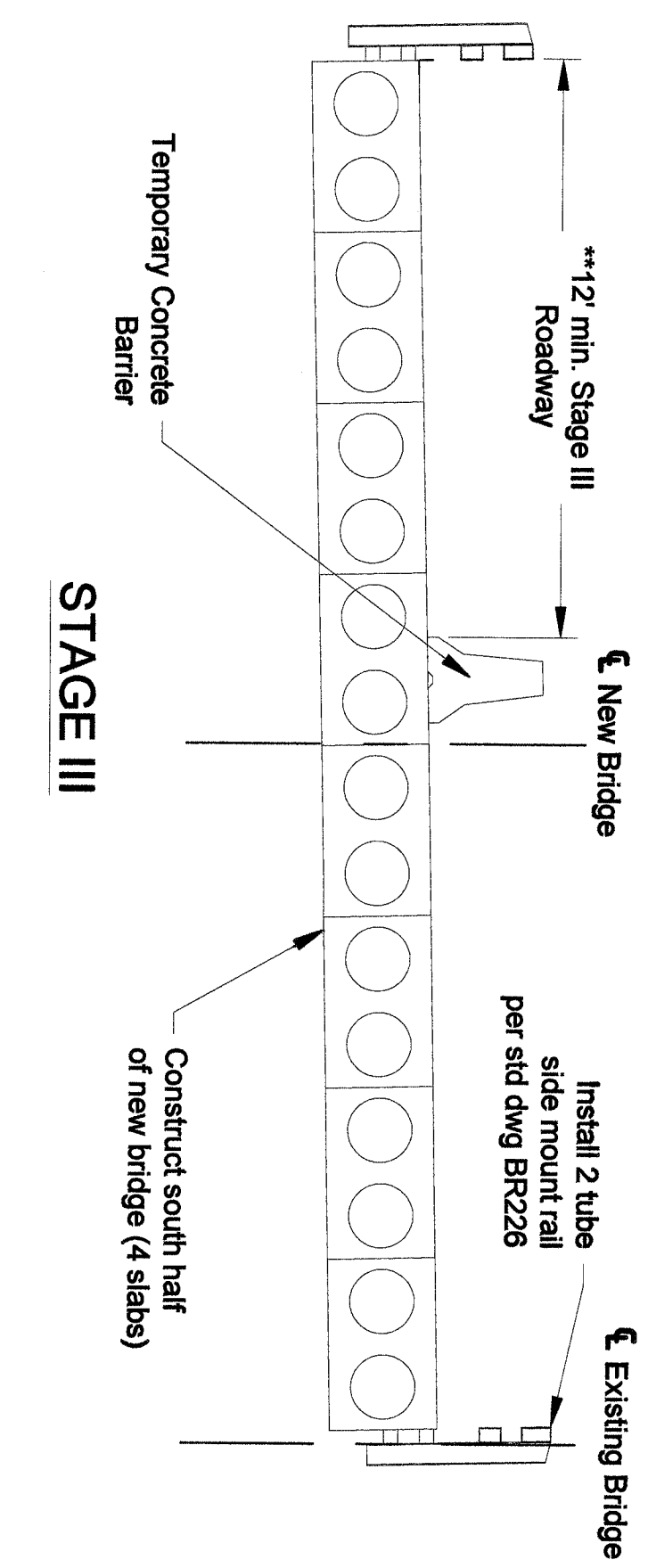
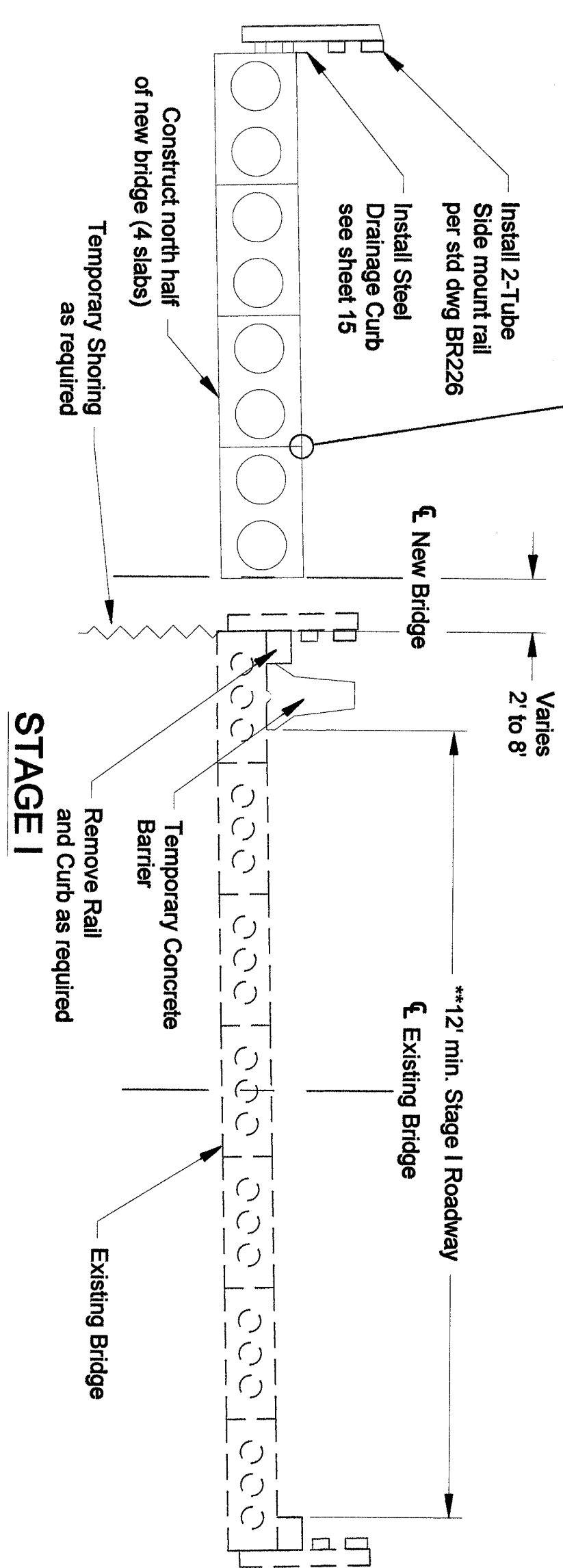
REGISTERED PROFESSIONAL ENGINEER
NO. 17209PE
JULY 19, 2004
KEY/IN/M. GROOM
OREGON
Expires: 6/30/13

HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE DECK PLAN & TYPICAL SECTIONS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

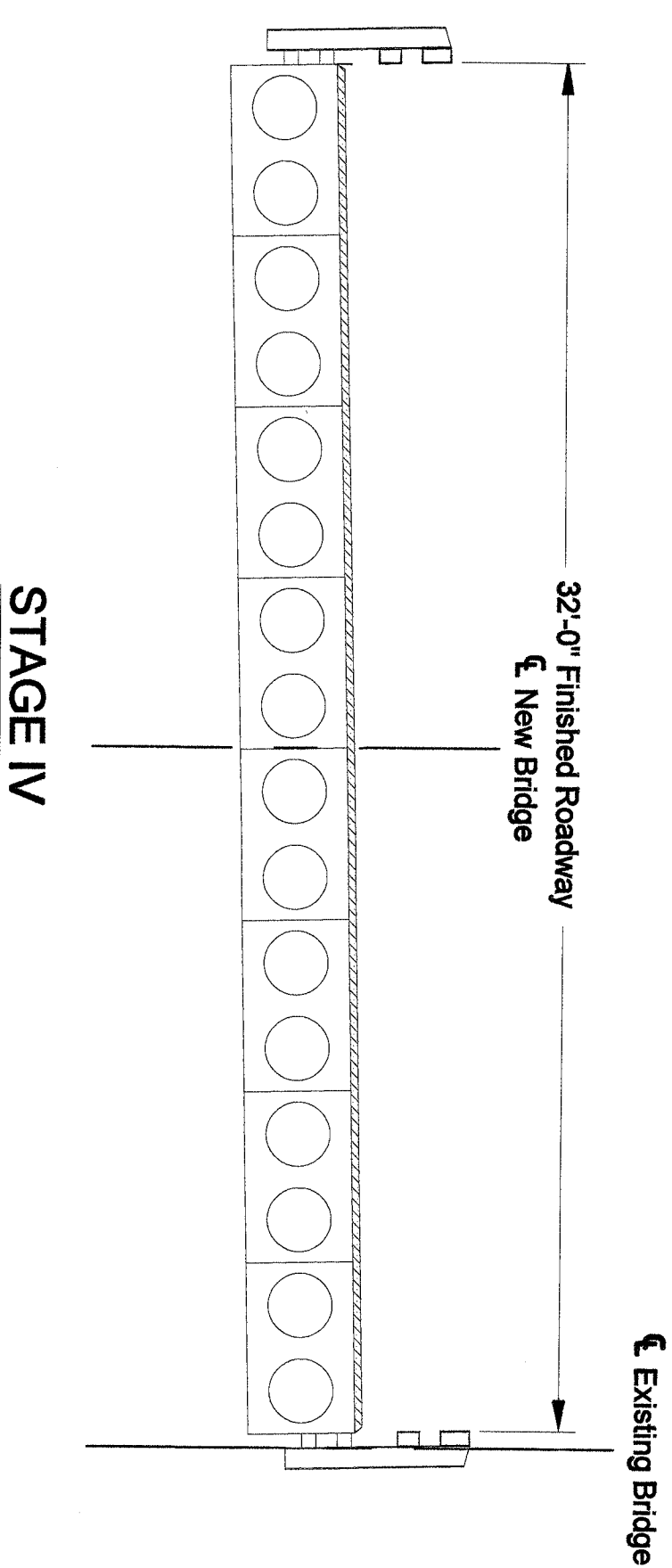
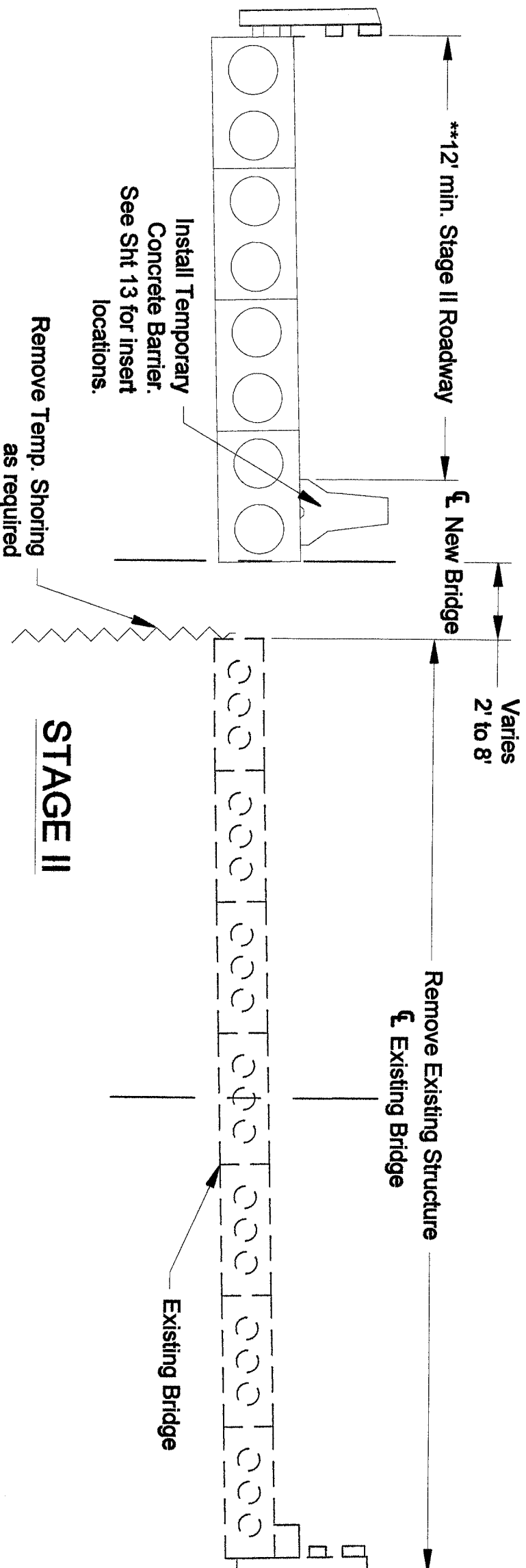
SCALE: as noted
SHEET 11

Do not grout access for Stage III bearing plate, washer and nut until after Stage III slabs are set.

**Maintain 18 min. travel way width from July 1 - August 31



NOTE:
Maintain traffic access at all times except for temporary delays not to exceed 15 mins. Delays longer than 15 minutes will require written notification to the homeowners and approval by the Engineer.



STAGING NOTES:

STAGE I:

- Remove rail and curb on north side of existing bridge
- Install Concrete Median on north side of existing bridge. See Std Dwg TM830, Std Dwg RD500, Std Detail DET3295 and DET3296 for pin and loop/anchor detail.
- Construct north half of Bents 1 and 2 (to accommodate 4 slabs)
- Use temporary shoring as required.
- Install north 4 concrete slabs. Install the rods and grout shear keys
- Construct new bridge rail on north side of new structure
- Install steel drainage curb

STAGE II:

- Install a concrete median barrier to provide a 12'-0" min. roadway. See Std Dwg TM830, Std Dwg RD500, Std Detail DET3295 and DET3296 for pin and loop/anchor detail.
- Shift traffic onto north half of new bridge
- Remove existing bridge roadway section
- Remove temporary shoring as required

STAGE III:

- Maintain traffic on north slabs.
- Construct south half of Bents 1 and 2.
- Install south concrete slabs. Install the rods and grout shear keys.
- Construct new bridge rail on south side of new structure.

STAGE IV:

- Install waterproofing membrane on slabs
- Pave new bridge and approaches
- Open new bridge to traffic

STAGING DETAILS

SCALE: 1" = 4'

WARNING
If this bar does not measure 1" then drawing is not to scale

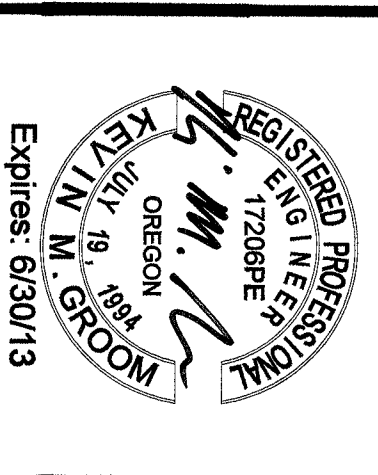


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DATE:	REVISION:	BY:



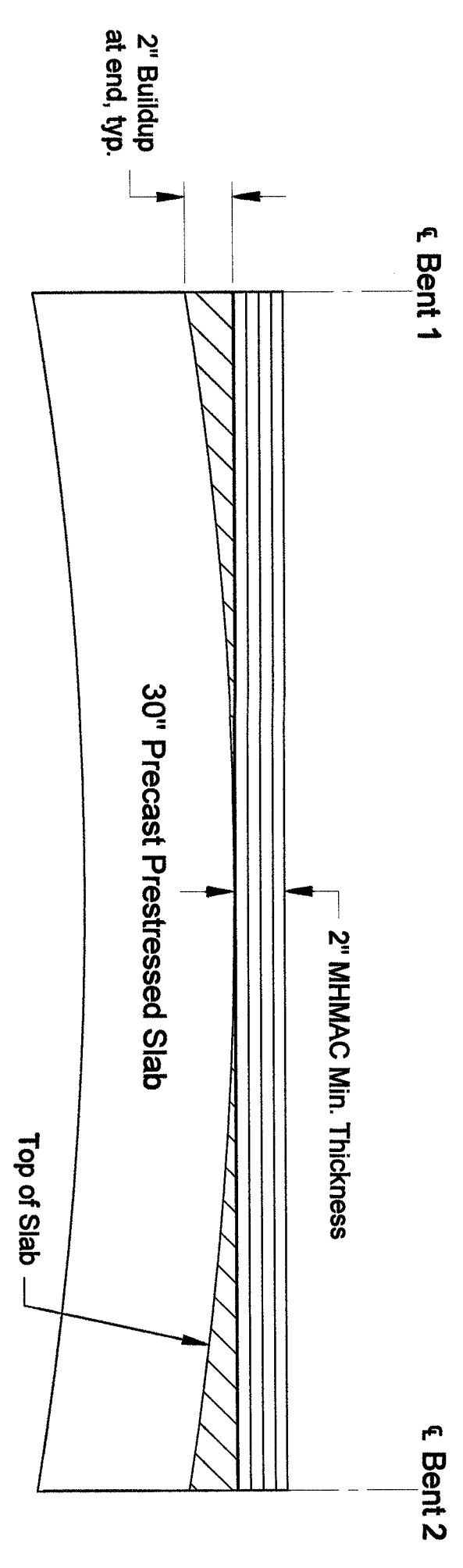
HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE STAGING DETAILS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB089
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted
SHEET 12

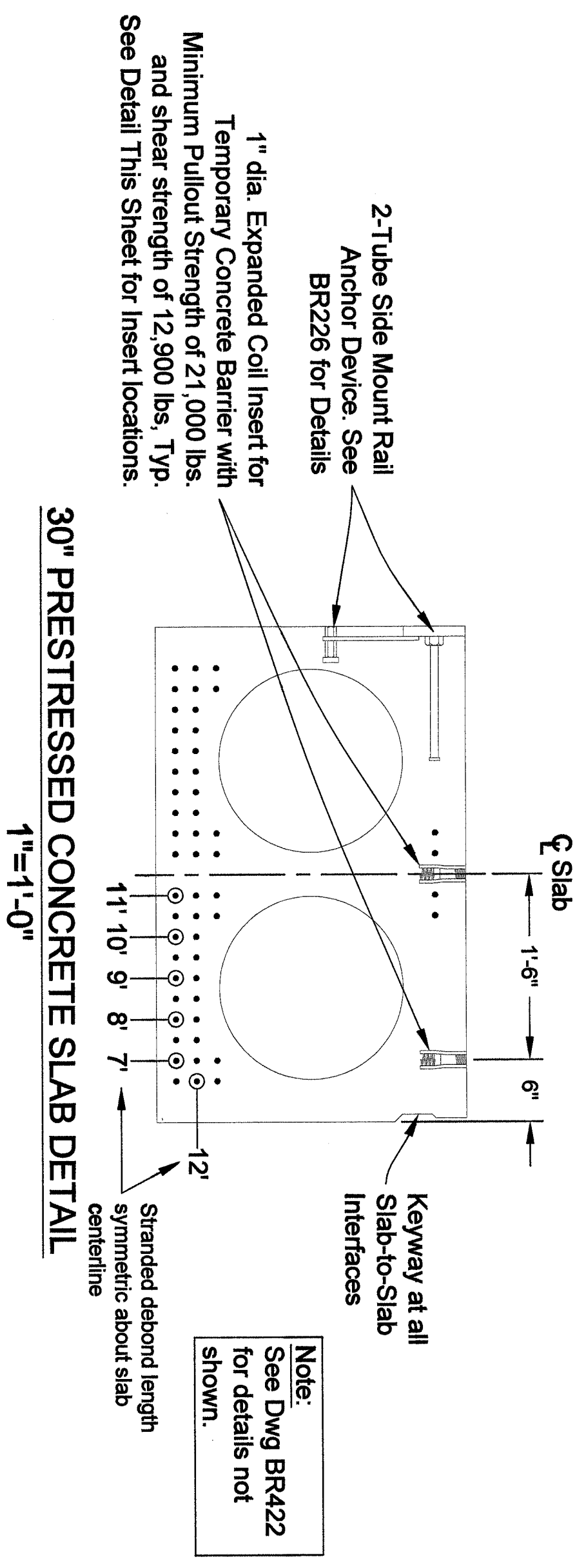
30 - INCH STANDARD PRECAST PRESTRESSED SLAB SCHEDULE

8	No. of slabs required
1	Span No.
85'-10 3/8"	Horizontal length o-o at slab CL (after shortening)
35'-0"	Span ctr.-ctr. bearing along slab CL
15°	Skew Angle
15°	
31.0	Initial tension per strand, kips
52/12	Total strands
12	No. debonded strands
5.19	Distance "Yc" to strand c.g. at midspan
3.38	Distance "Yu" to strand c.g.s. at midspan subtracting top 4 strands
6700	Concrete Class, psi A = 3/4" or 1"
5000	Minimum concrete strength at transfer of prestress, psi
13.3	Estimated initial strand stress loss, ksi
1 3/8	Estimated midspan deflection, inches
2 3/8	
2 5/8	
3/8	Instantaneous downward due to SIDL
1 1/4	Downward due to SIDL 5 years after loading
9/16	Estimated shortening 2 weeks after transfer of prestress

The superimposed dead load (SIDL) is 41.3 psf, which includes the wearing surface and bridge rails.



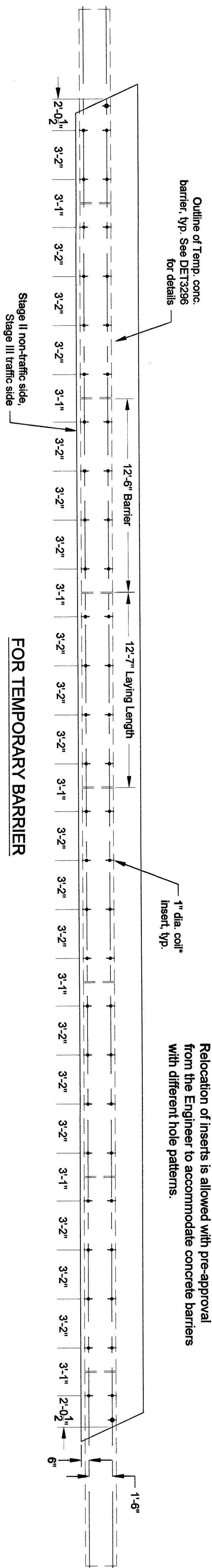
NOTE:
ACWS Build-Up Based on Predicted Beam Camber. Check Beam Camber Prior to Erection and Adjust Build-Up as Required



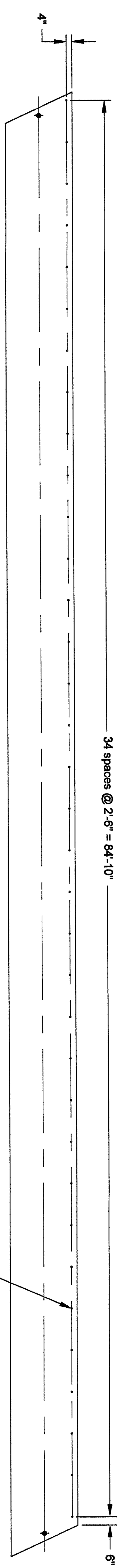
Note:
See Dwg BR422 for details not shown.

NOTE:
See Std Details DET3295 and DET3296 for Details Not Shown

*NOTE:
Relocation of inserts is allowed with pre-approval from the Engineer to accommodate concrete barriers with different hole patterns.



FOR TEMPORARY BARRIER



FOR DRAINAGE CURB

CONCRETE INSERT LOCATIONS

Scale: 1/4"=1'-0"

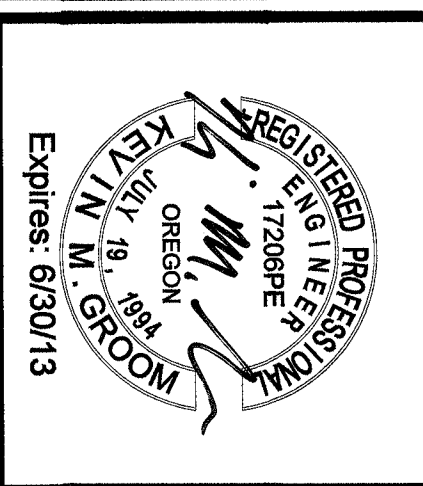
WARNING
If this bar does not measure 1" then drawing is not to scale



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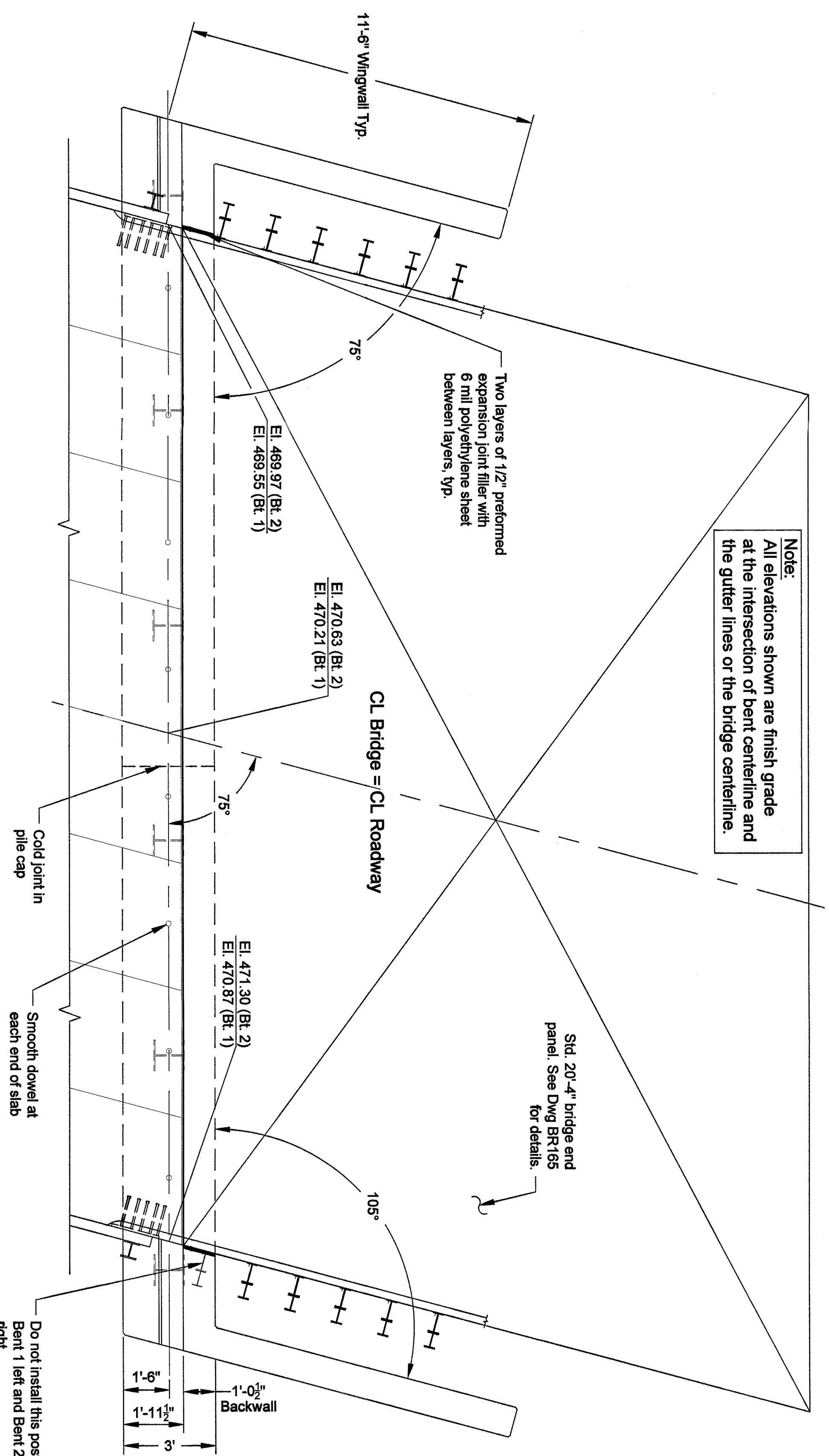
DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE SLAB DETAILS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB089
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted
SHEET 13

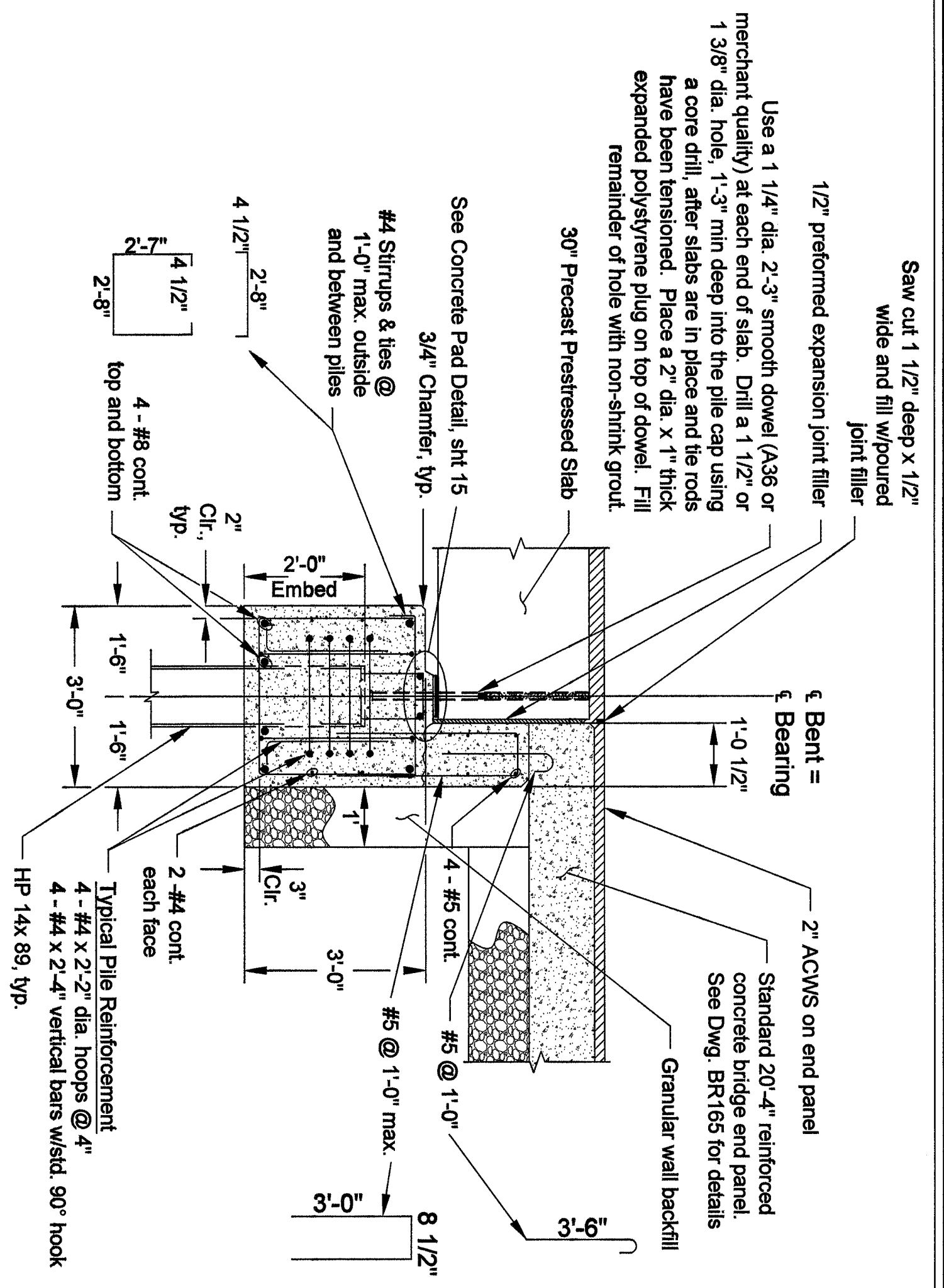
Note:
All elevations shown are finish grade and the gutter lines or the bridge centerline.



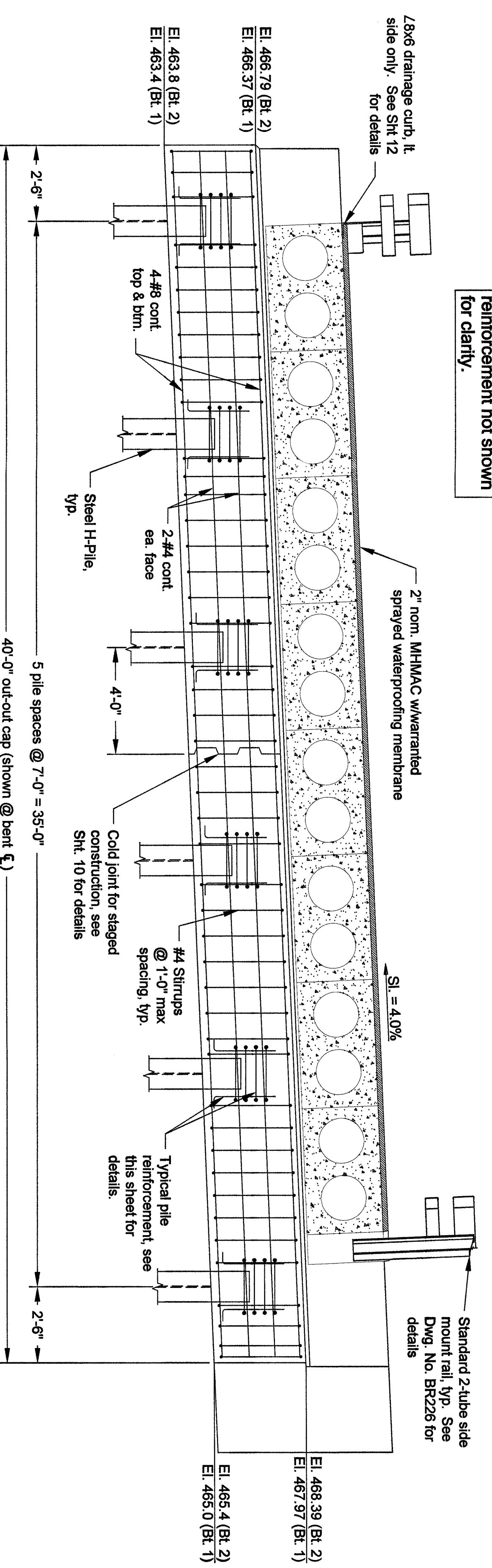
BENT 2 - PLAN (BENT 1 SIMILAR)
3/8" = 1'-0"

Note:
Form 1 1/2" concrete pad integrally with supporting member. Allow concrete to cure 3 days or until concrete obtains design strength. Place 1/2" grout layer immediately before placing bearing pads and slabs. Place elastomeric bearing pads, preformed expansion joint filler and prestressed slabs before grout is fully set to ensure uniform bearing across full width of beam. If uniform bearing is not achieved, lift slab and repeat procedure. Any excess grout protruding above bottom of bearing pads shall be removed immediately after placing slabs.

TYPICAL BENT SECTION
1/2" = 1'-0"



Note:
Wingwall and backwall reinforcement not shown for clarity.



BENT 2 - ELEVATION (BENT 1 SIMILAR)
3/8" = 1'-0"

WARNING
If this bar does not measure 1" then drawing is not to scale

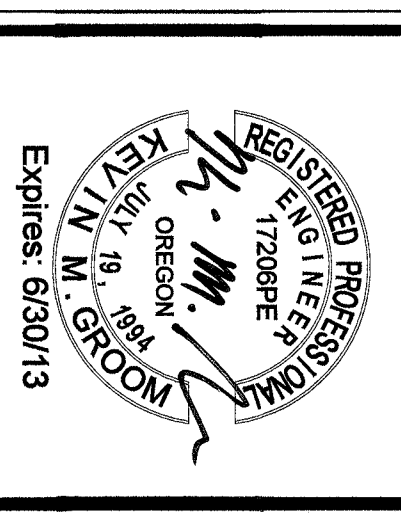


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COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

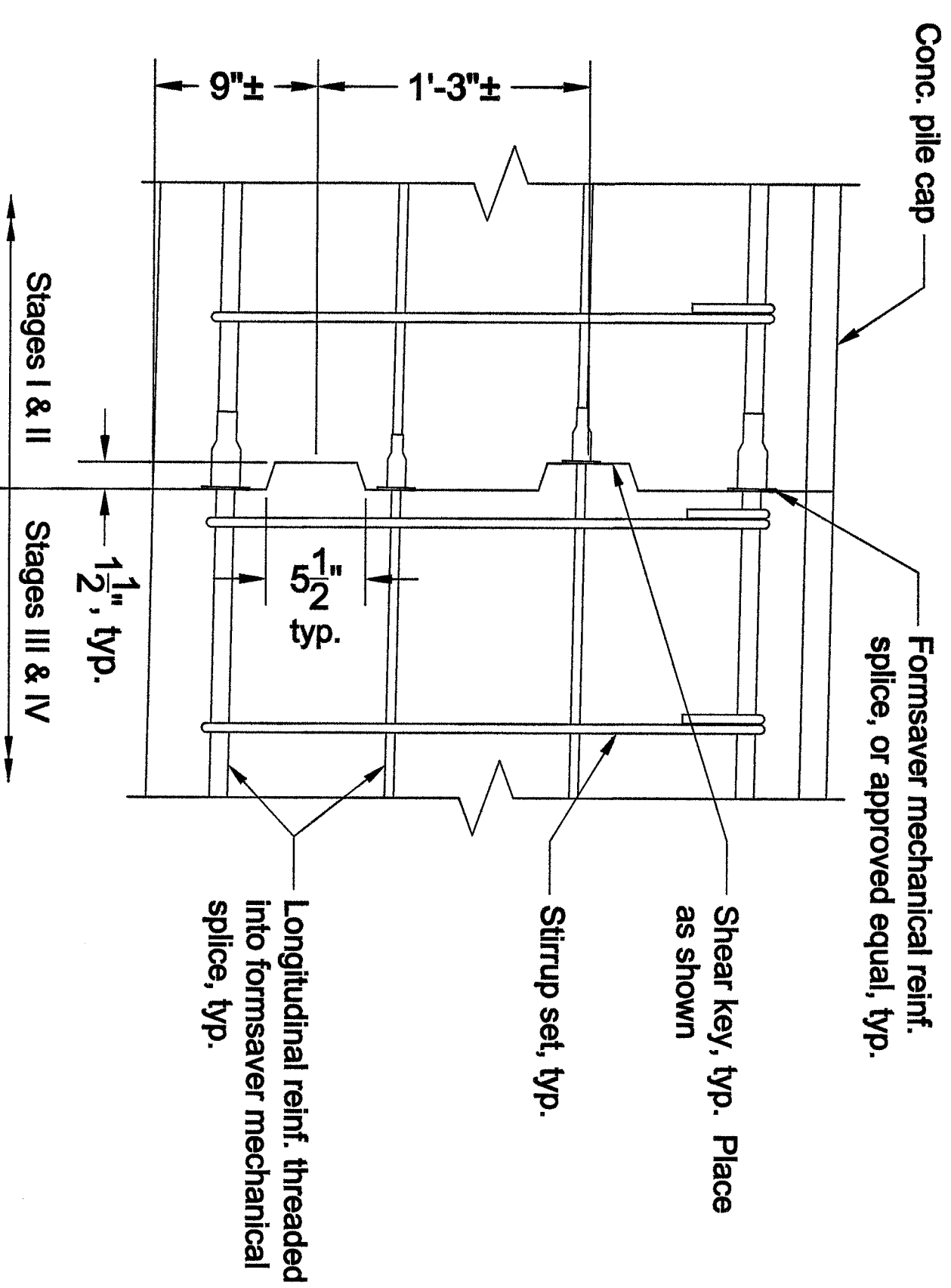
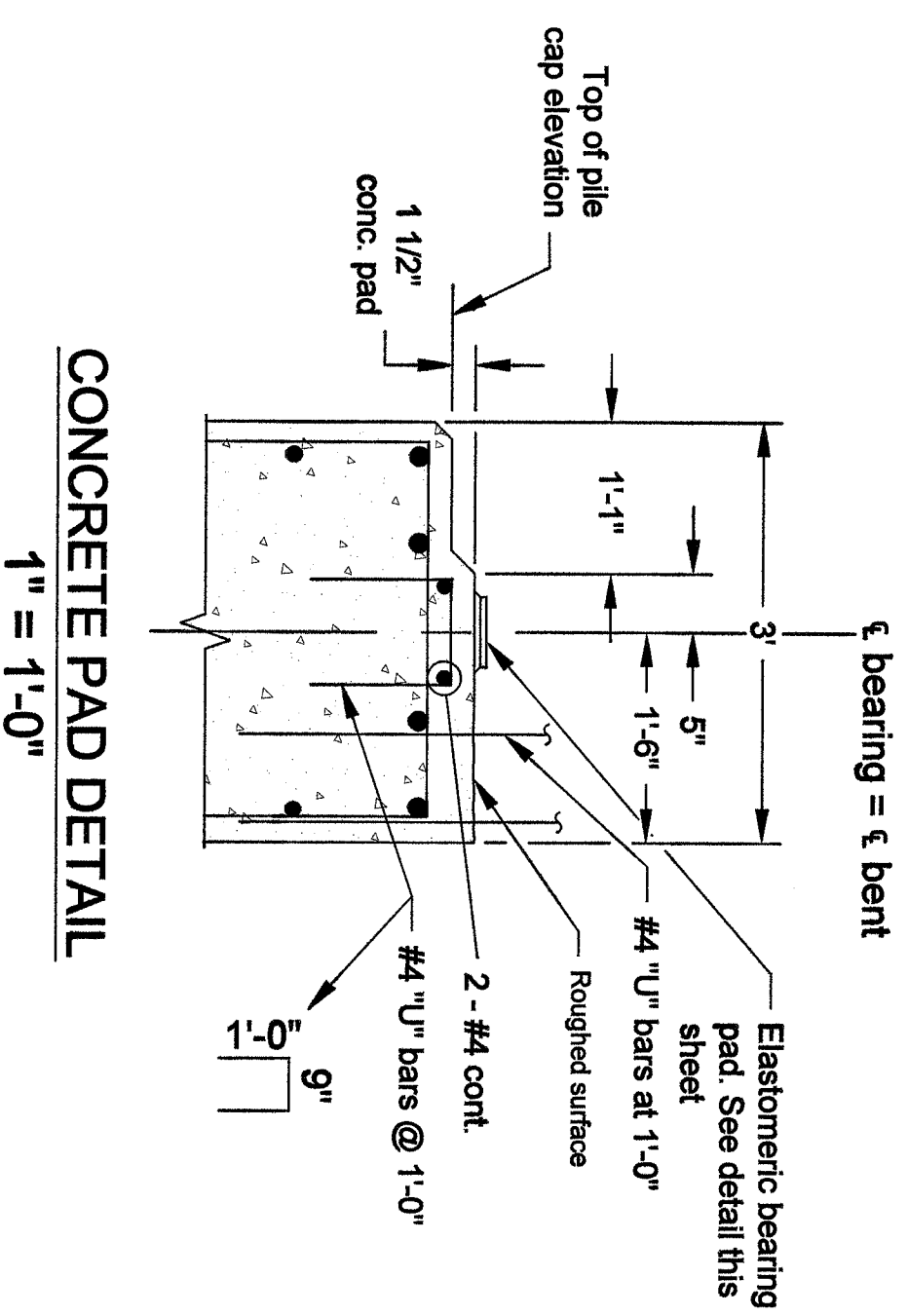
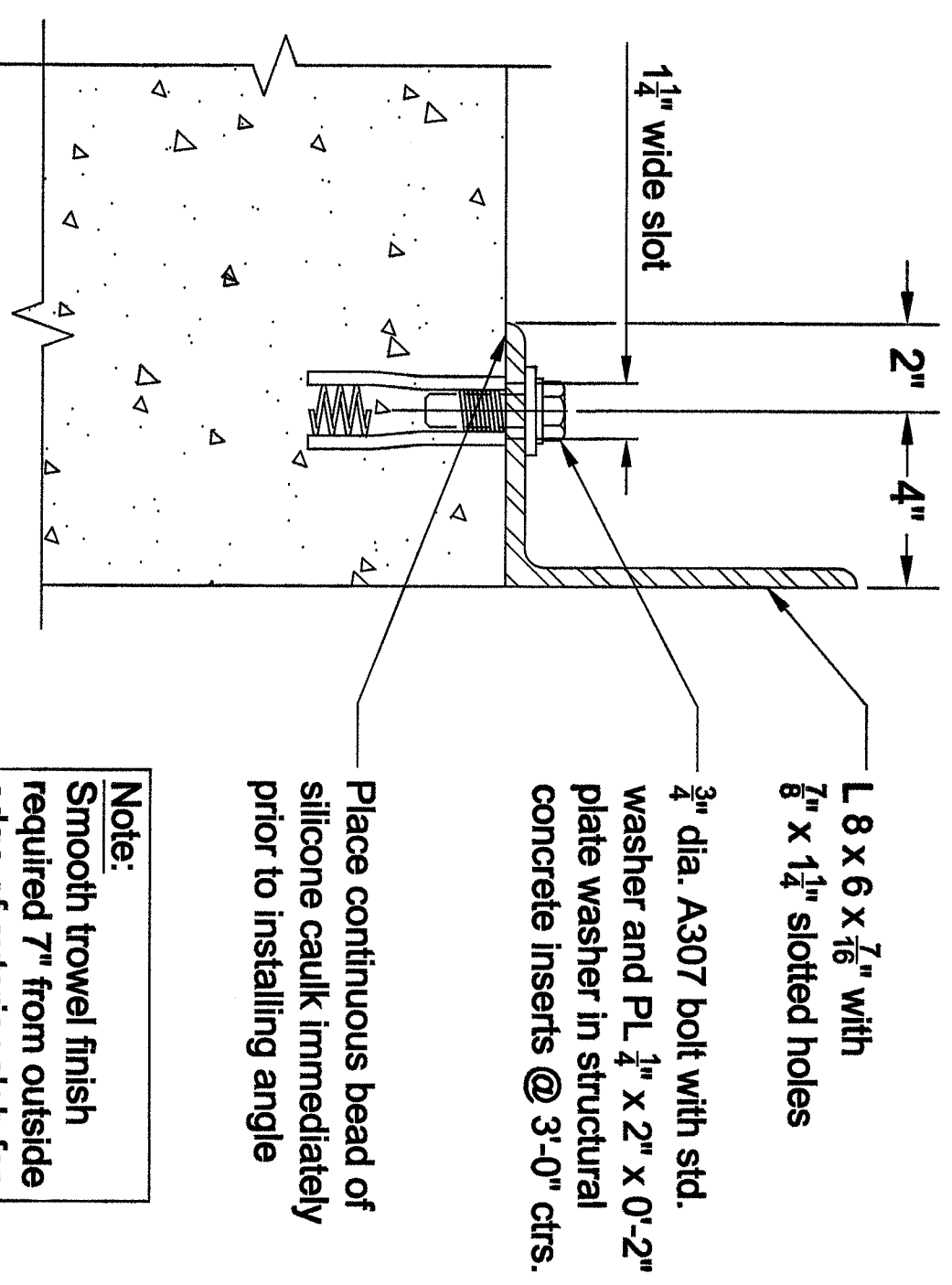
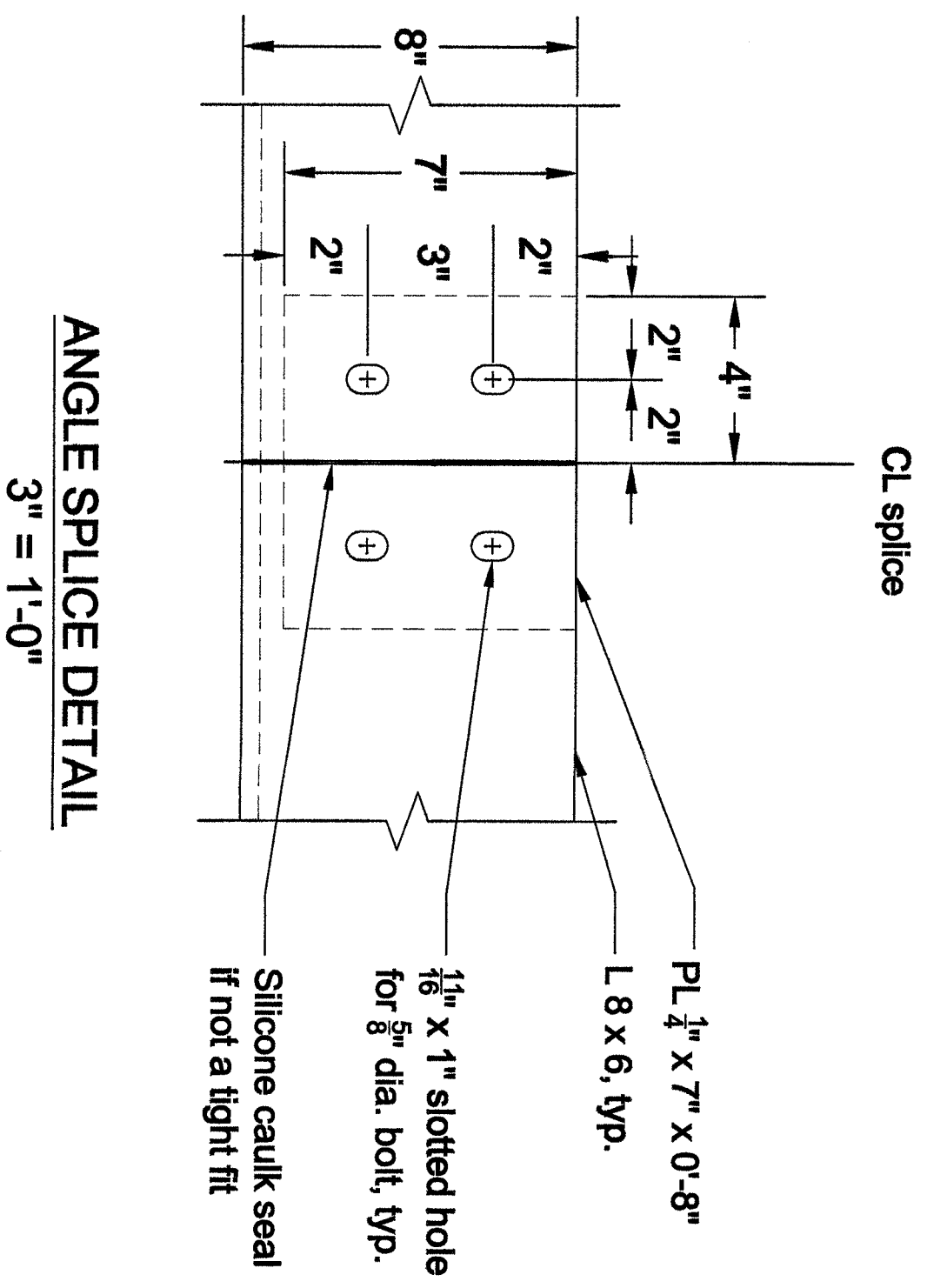
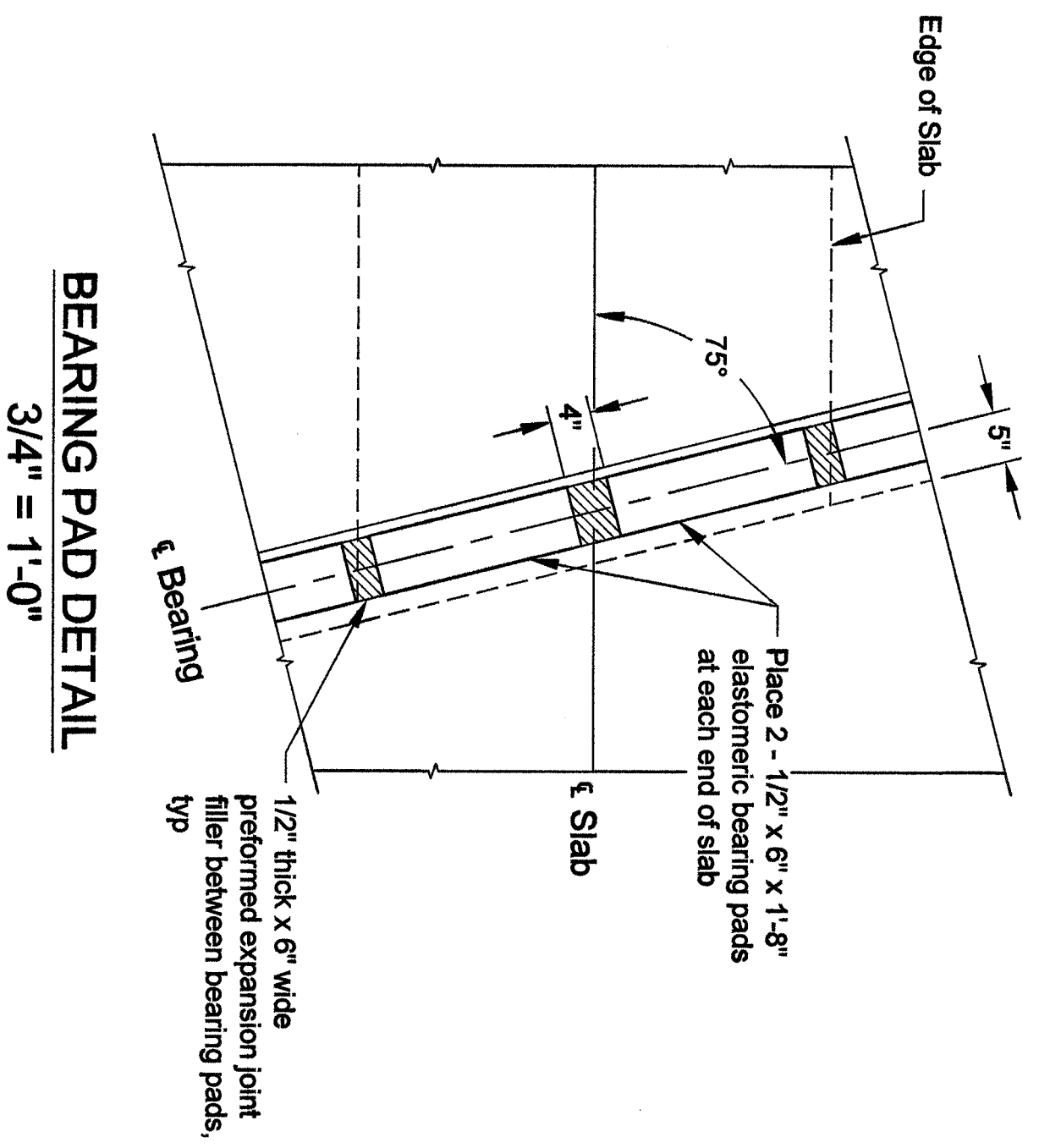
COUNTY COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE BENT DETAILS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted
SHEET 14



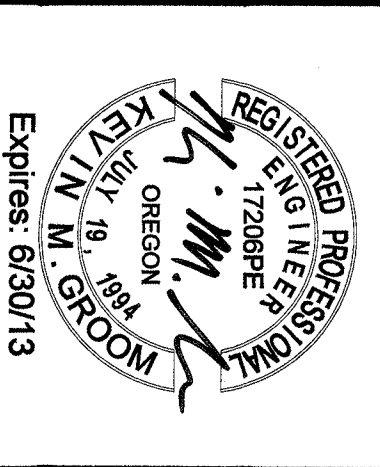
WARNING
If this bar does not measure 1" then drawing is not to scale



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COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

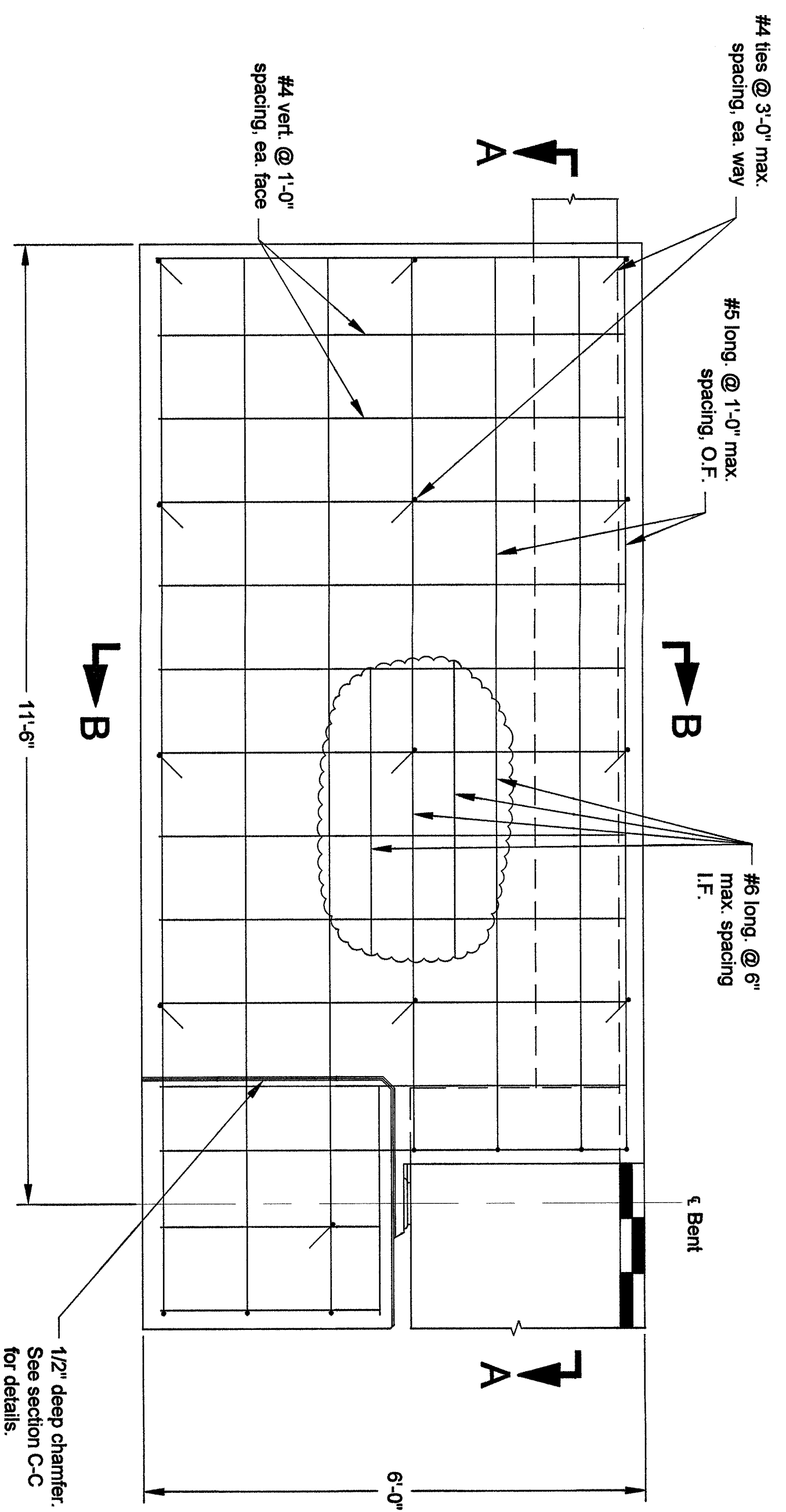
COUNTY COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

BY:	
REVISION:	
DATE:	

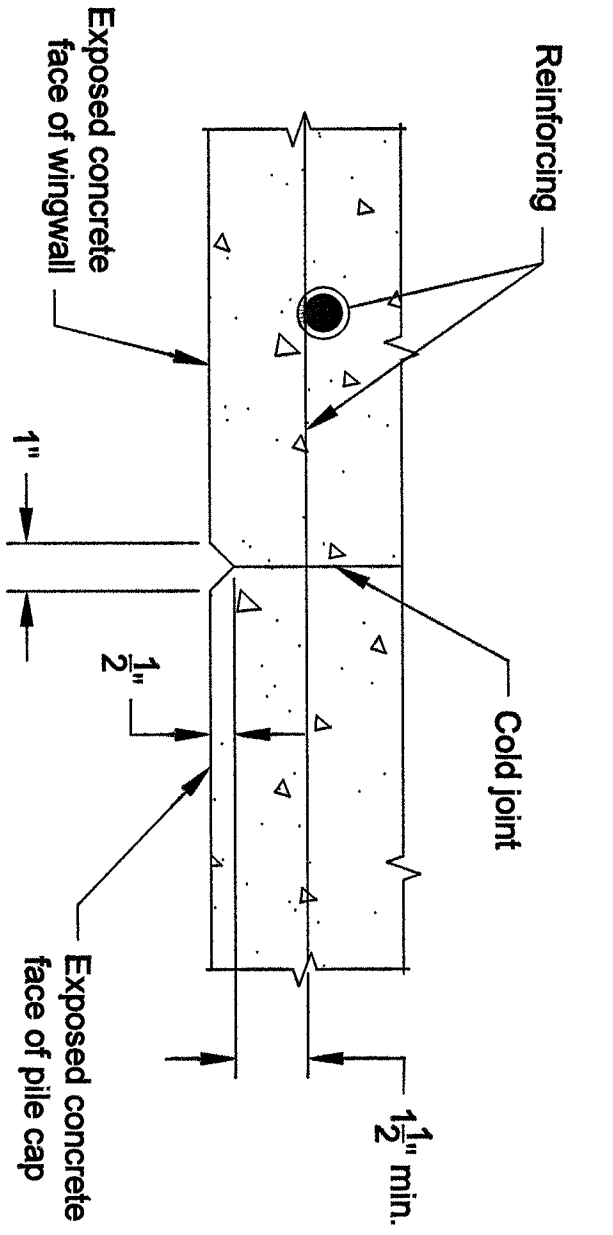


HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE MISCELLANEOUS DETAILS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

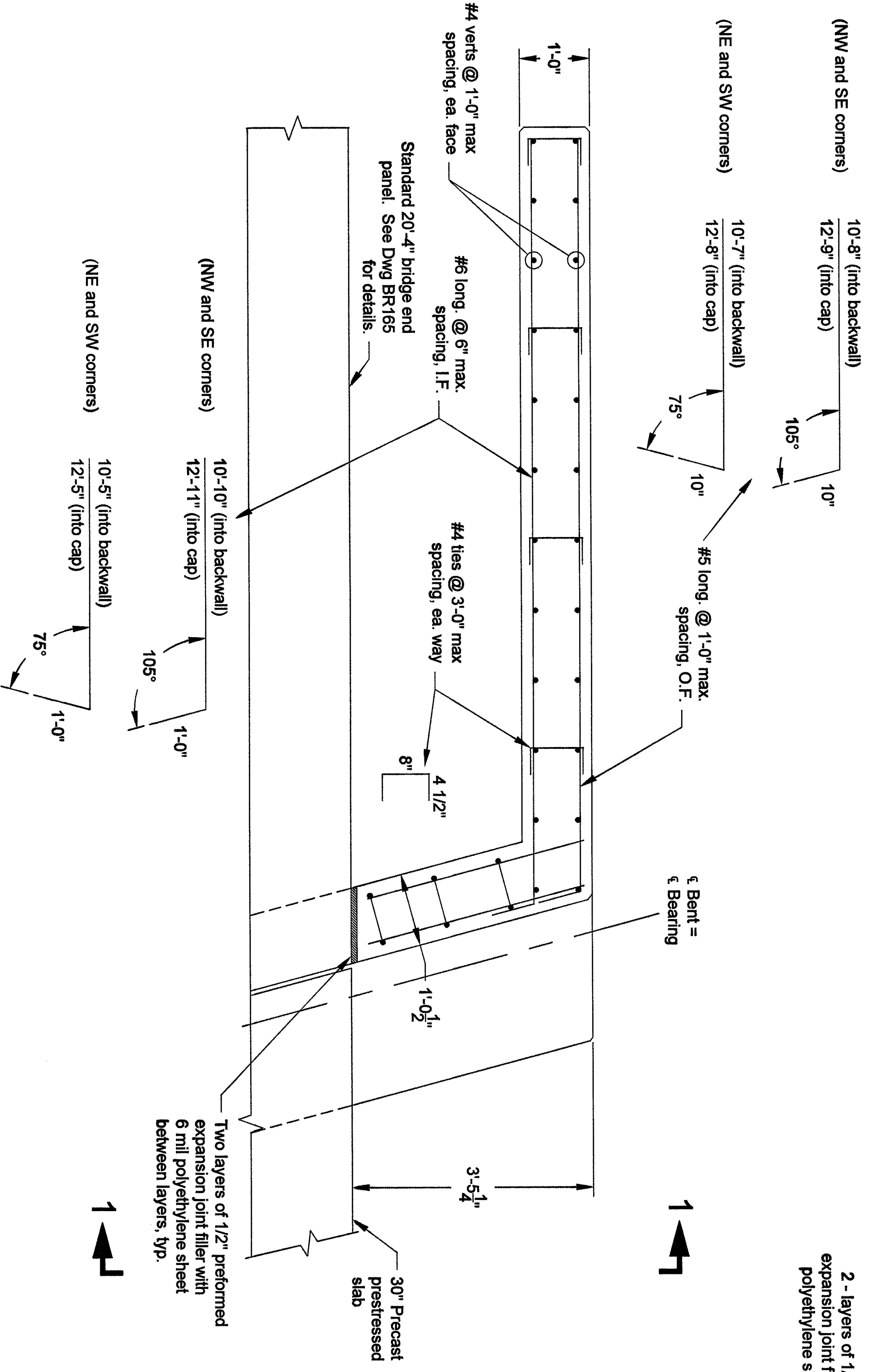
SCALE: as noted
SHEET 15



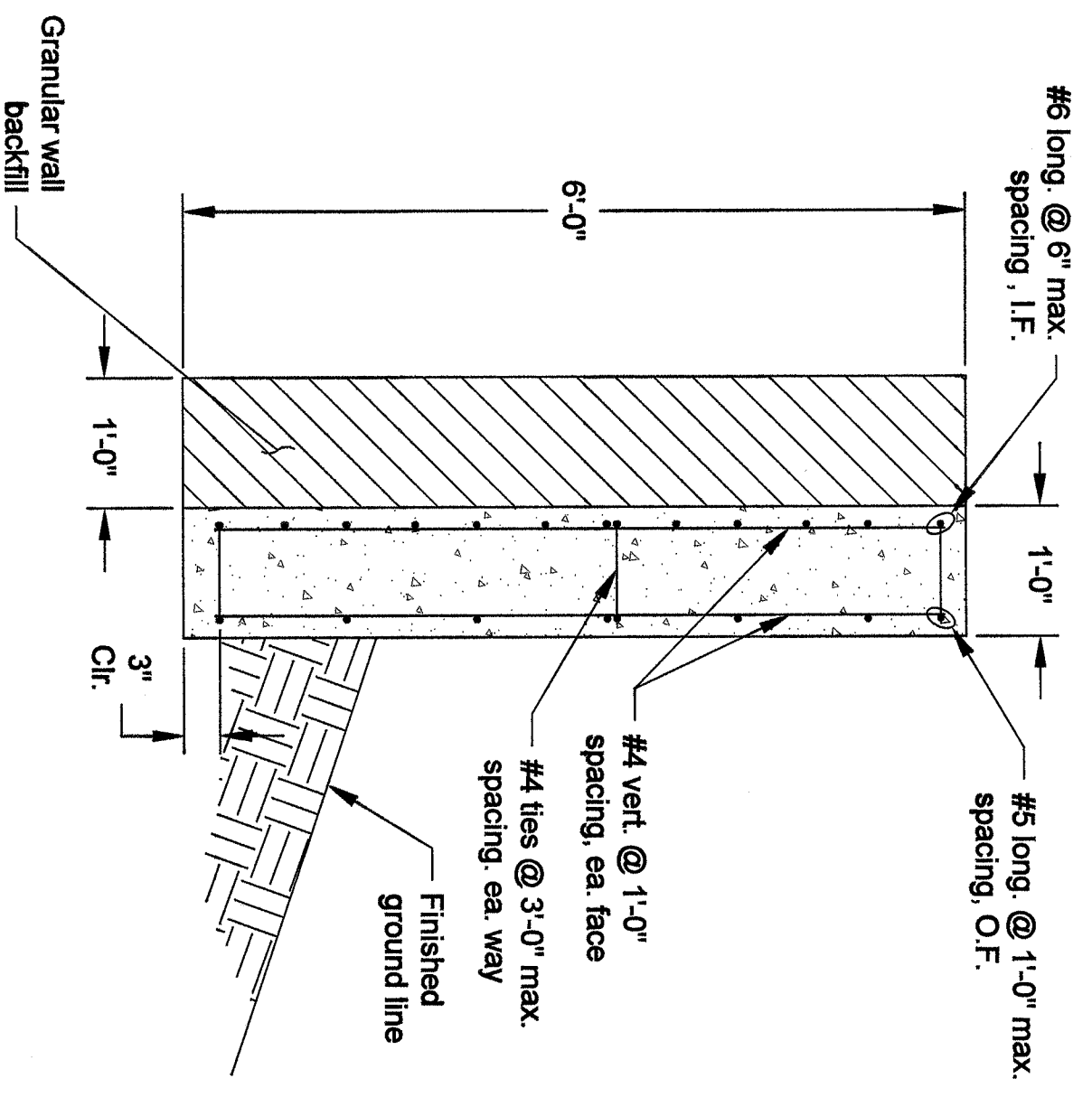
TYPICAL WINGWALL ELEVATION
Scale: 3/4"=1'-0"



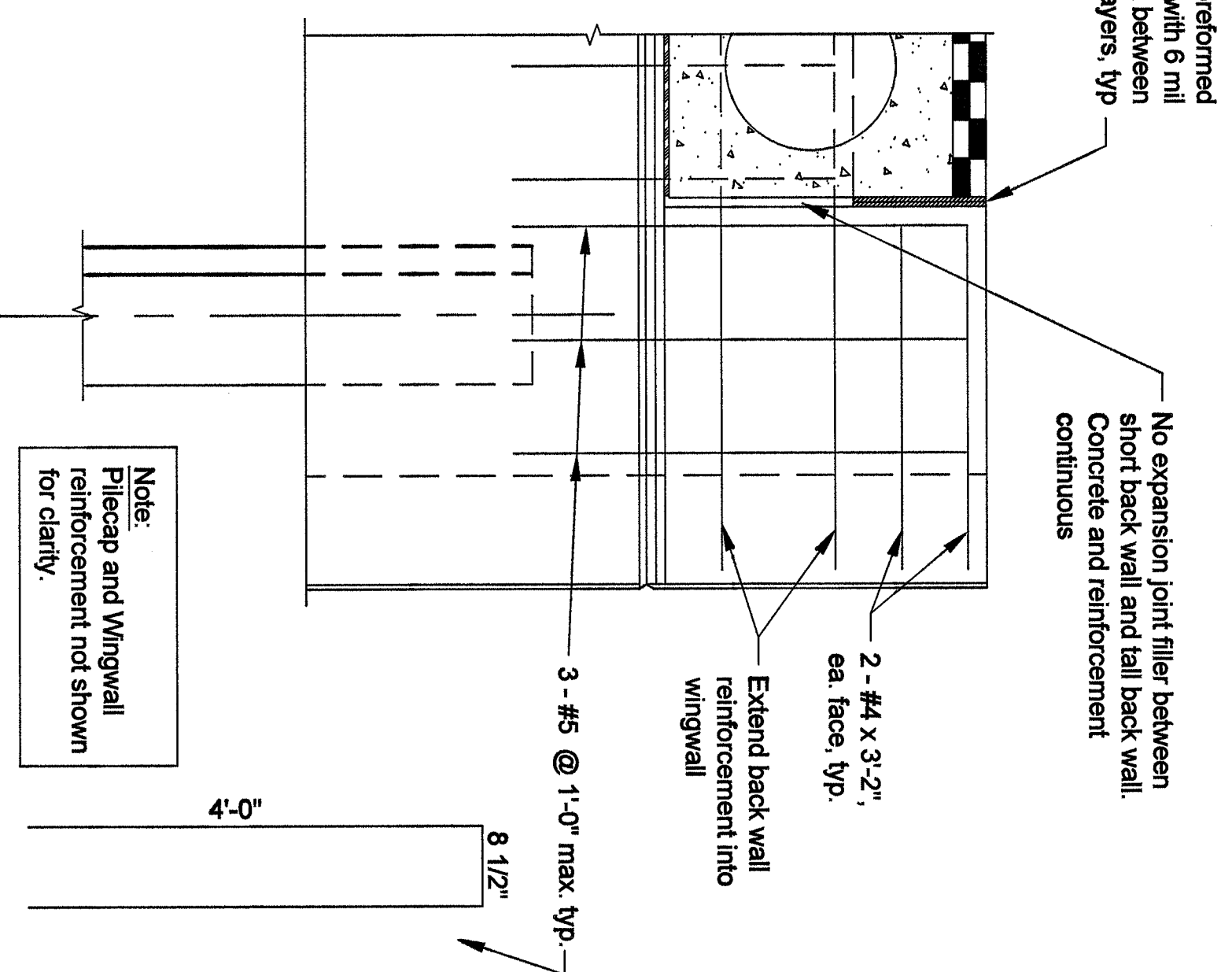
SECTION C-C
Scale: 1"=1'-0"



SECTION A-A
WINGWALL REBAR DETAIL
Scale: 3/4"=1'-0"



Section B-B
Scale: 3/4"=1'-0"



Section 1-1
Scale: 3/4"=1'-0"

- Notes:**
1. Do not compact fill within 12" of wingwalls.
 2. Pour bottom of wingwall against undisturbed or well compacted material.
 3. Top of wingwall to be flush with top of finish grade.

WARNING
If this bar does not measure 1" then drawing is not to scale

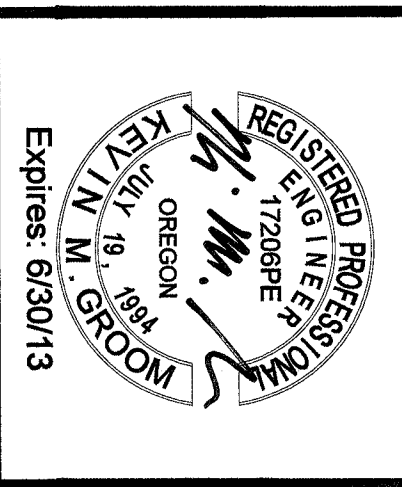


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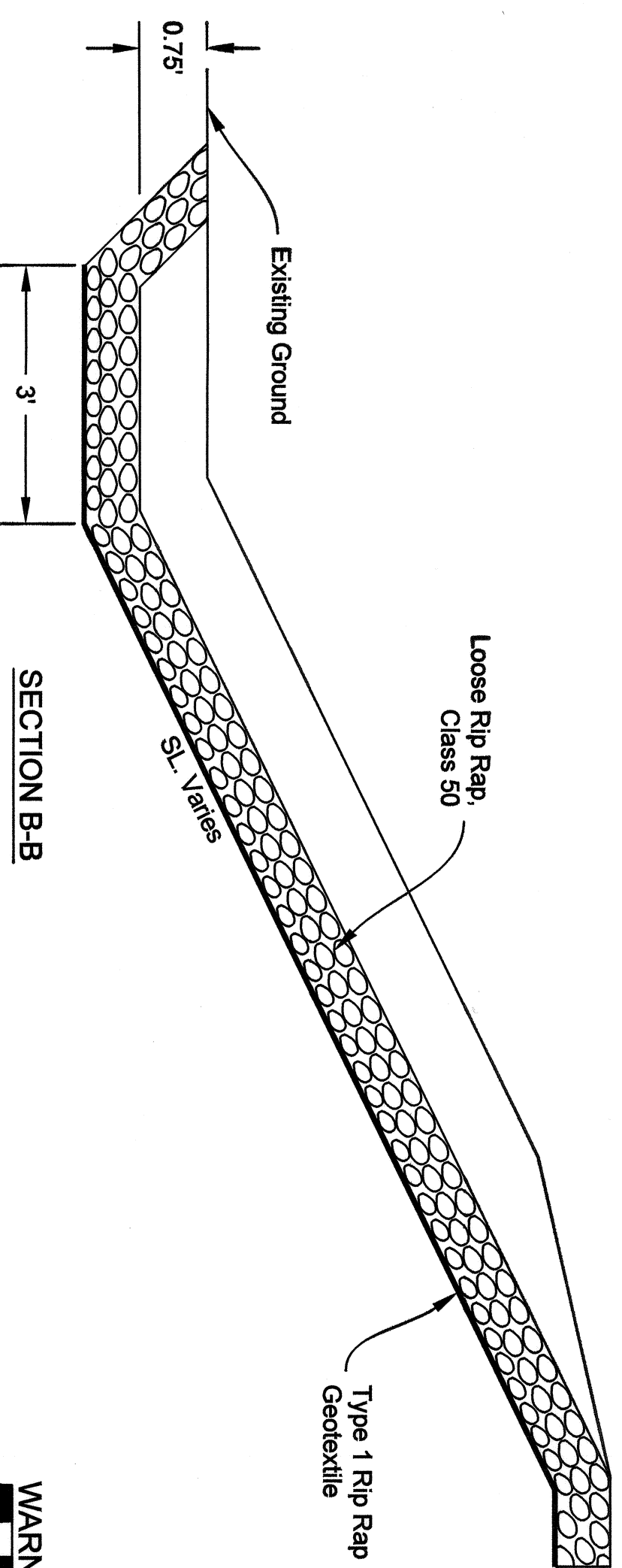
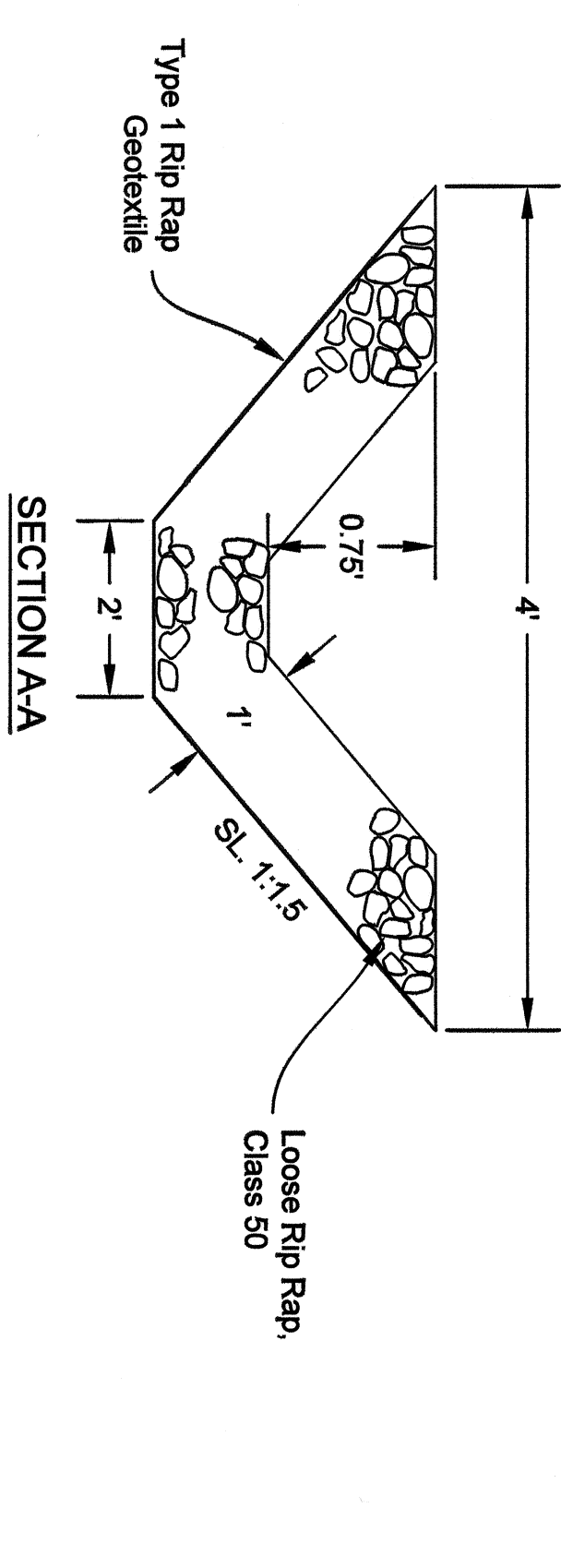
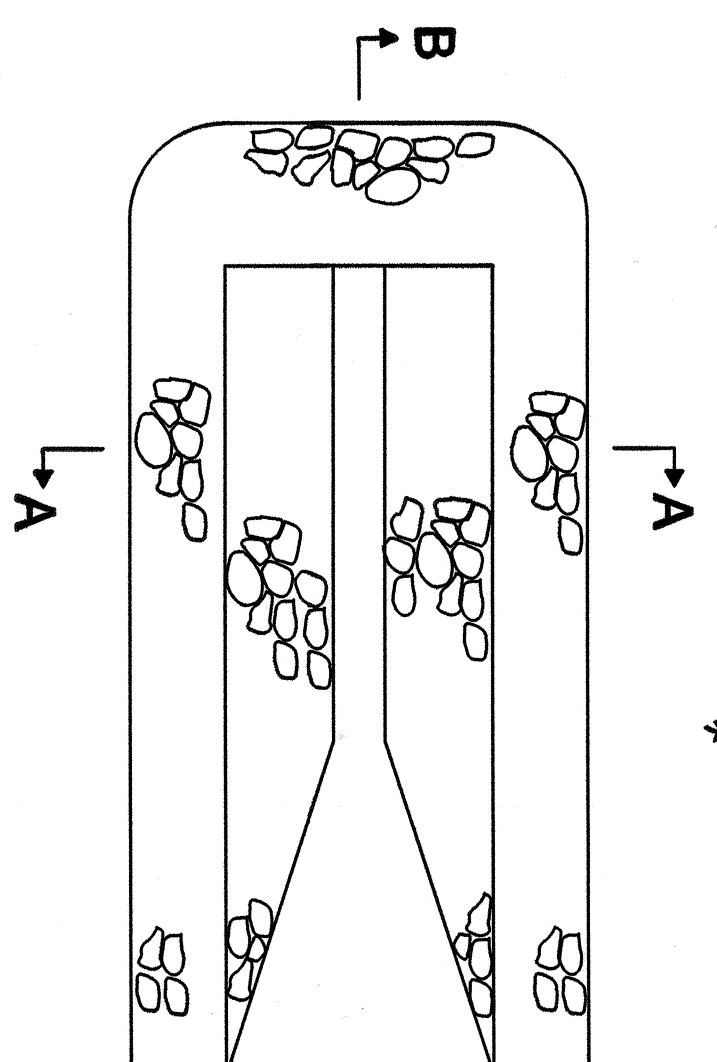
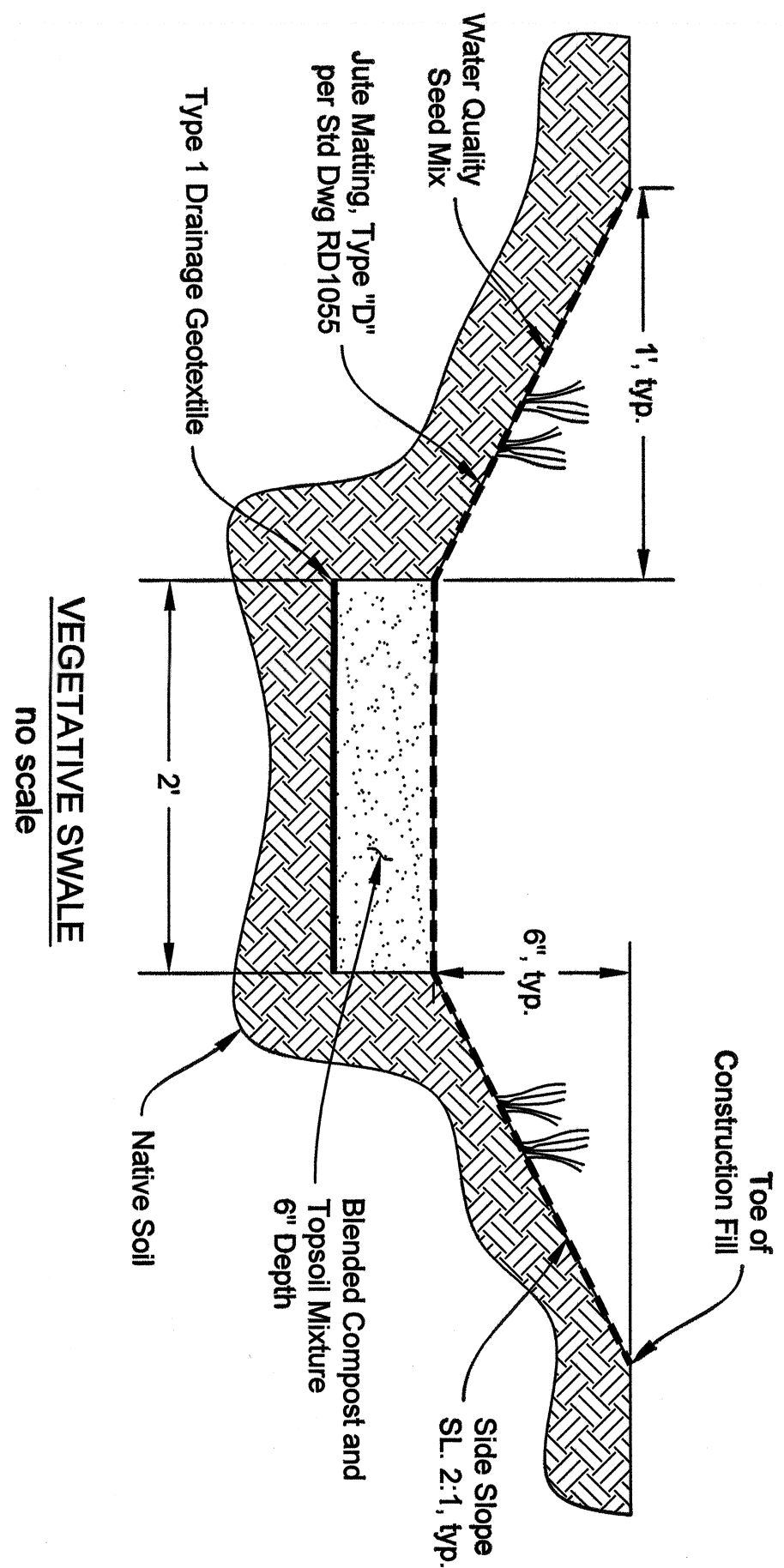
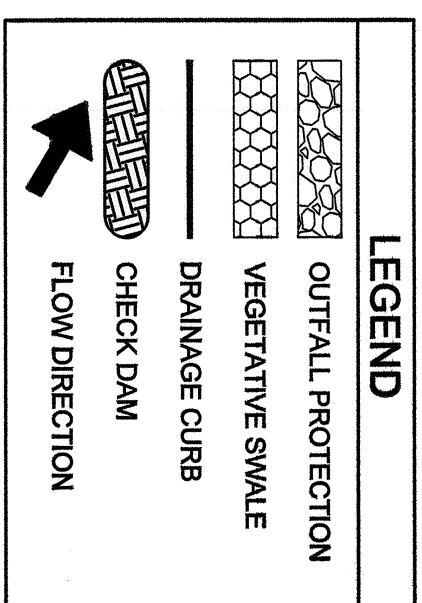
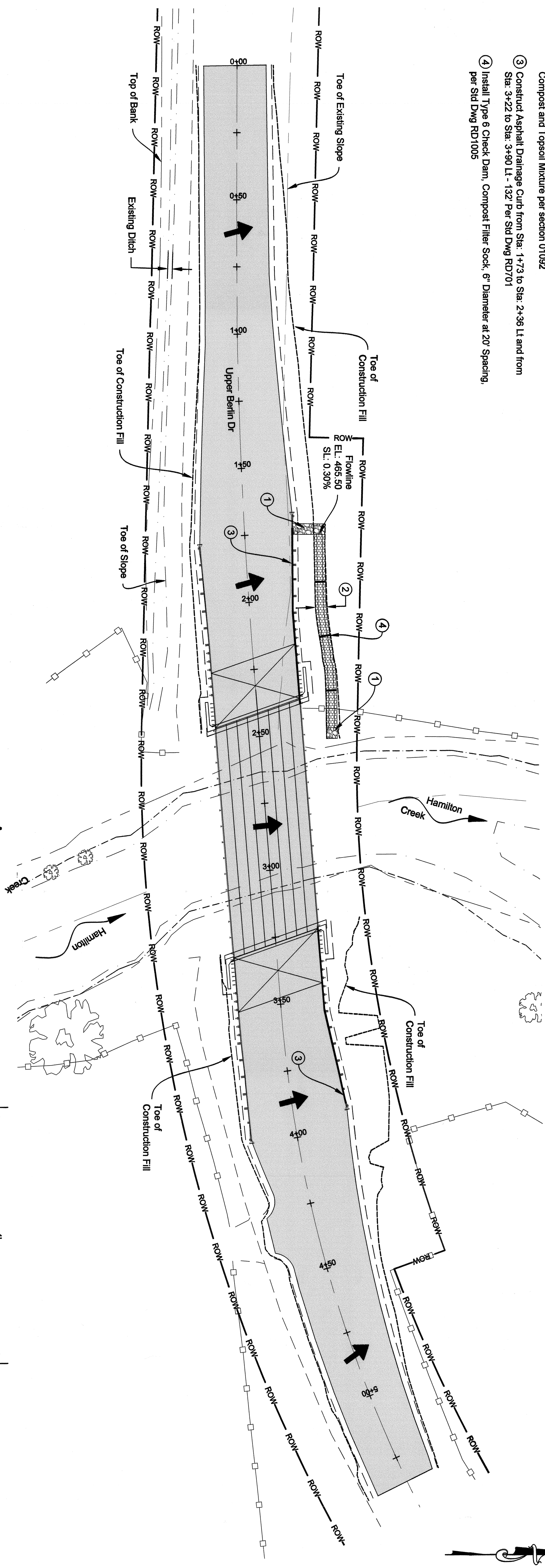
DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE WINGWALL DETAILS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted
SHEET 16

- ① Construct Rock Lined Outfall at Sta. 1+72 and Sta. 2+50 Lt., Prior to Ground Disturbance Activities. See Detail this Sheet
- ② Construct Vegetative Swale from Sta. 1+72 to Sta. 2+50, Lt., Prior to Ground Disturbance Activities. See Detail this Sheet. Water Quality Seed Mix, Blended Compost and Topsoil Mixture per section 01092
- ③ Construct Asphalt Drainage Curb from Sta. 1+73 to Sta. 2+36 Lt and from Sta. 3+22 to Sta. 3+90 Lt. - 132' Per Std Dwg RD/701
- ④ Install Type 6 Check Dam, Compost Filler Sock, 6" Diameter at 20' Spacing, per Std Dwg RD/1005



ROCK LINED OUTFALL
no scale

WARNING

If this bar does not measure 1" then drawing is not to scale

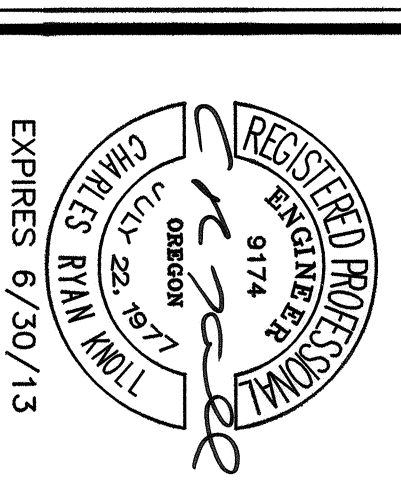


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DATE:	REVISION:	BY:

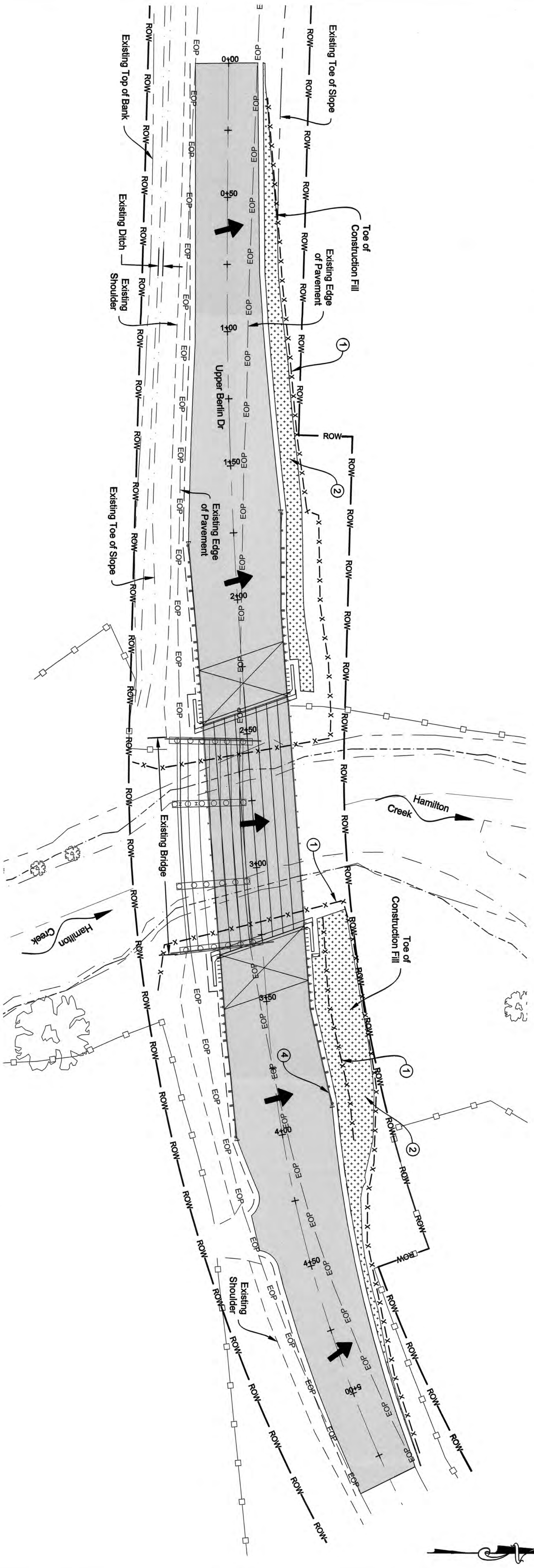


HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE STORM DRAINAGE PLAN

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: 1" = 20'
SHEET 17

- ① Install Type 3 Sediment Barrier, Compost Filter Sock, 12" Diameter, at Toe of Construction Fill or as directed - 700' Per Std Detail DET6013, DET 6014
- ② Install Permanent Seeding on All Areas Disturbed During Construction



GENERAL NOTES:

1. The Implementation of the Erosion Control Plans and the Construction, Maintenance, Replacement and Upgrading of the Erosion Control Facilities are the Responsibility of the Contractor Until All Construction is Completed and Approved.
2. Installation, Construction, and Maintenance of Erosion Control Facilities Shall Begin Prior to Clearing, Grading or Other Earth Altering Activities.
3. The Erosion Control Facilities Shown on this Plan are Anticipated for Site Conditions. During the Construction Period These Facilities Shall be Upgraded for Unexpected Storm Events and to Insure that Sediment and Sediment Laden Water Does Not leave the Site.
4. Develop a Revised Plan of the Erosion Control Facilities Shown in Accordance with the Requirements of Section 00280 for the 2008 Oregon Standard Specifications for Construction. This Plan Must be Constructed in Conjunction with all Clearing and Grubbing Activities. Construct in Such a Manner as to Insure that Sediment and Sediment Laden Water does not Enter the Drainage System, Roadway, or Violate Applicable Water Standards. Construct Controls in Segments Applicable to Each Staging Phase.
5. Stabilized Construction Entrances Shall be Installed at the Beginning of Construction and Maintained for the Duration of the Project. Additional Measures May be Required to Insure that All Paved Areas are Kept Clean for the Duration of the Project.

LEGEND

- X-X- SEDIMENT BARRIER
- PERMANENT SEEDING
- ➔ FLOW DIRECTION

WARNING
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 measure 1" then drawing
 is not to scale



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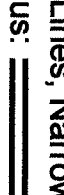

DATE:	REVISION:	BY:

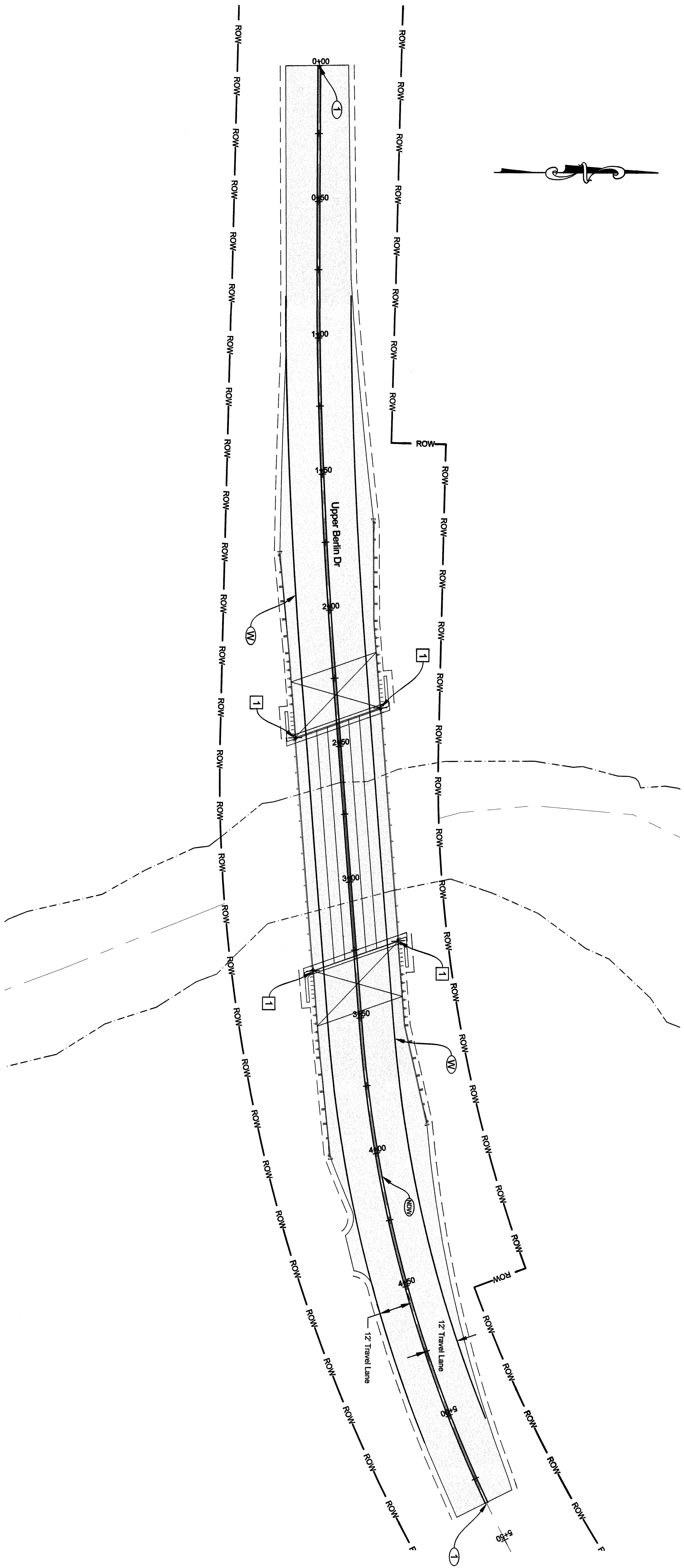
REGISTERED PROFESSIONAL ENGINEER
 OREGON
 9174
 CHARLES R. KNOLL
 EXPIRES 6/30/13

HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE EROSION CONTROL PLAN	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: 1" = 20'
 SHEET 18

1 Install Type "O" Signs on Bridge Ends

- ① Match New Striping to Existing Striping
- ④ Yellow Lines, Narrow Double No-Pass Shown Thus:  (See TM500)
- ④ White Line Shown Thus:  (See TM500)



NOTE:
 1. The Contractor is to Remove Any Existing Striping or Pavement Markings that Conflict with the New Striping or Markings.
 2. See Sheet 2 for Standard Drawing Numbers.

WARNING
 If this bar does not measure 1" then drawing is not to scale

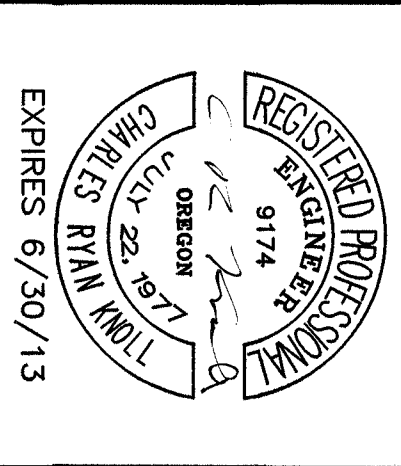


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 JOHN LINDSEY
 WILLIAM TUCKER

DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE STRIPING AND SIGNING PLAN	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: 1" = 20'
 SHEET 19

June 7, 2013

ADDENDUM NO. 1

TO: All Plan holders and/or Prospective Bidders

RE: Calapooia River (McClun Road) Bridge
Bid Opening, June 18, 2013, 9:35 PDT, Linn County Courthouse

FROM: Chuck Knoll, P.E., County Engineer

The following changes are hereby made to the Calapooia River (McClun Road) Bridge Project Specifications:

DESCRIPTION OF WORK of the Bid Booklet

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING) - Replace the time 9:35.00 a.m. with the time 9:30.00 a.m..

SECTION 00110 of the Special Provisions

00110.20 Definitions - Delete the following two definitions:

"Contractor" and "County".

Agency -Add the following sentence:

References in the Standard Specifications to "Agency" shall mean "Linn County", except where the context or intended meaning otherwise require.

Replace the paragraph that begins "Wherever the words..." with the following paragraph:

Wherever the words "State Transportation Commission", "Division", "Agency", "State of Oregon", or "State" appear in the Standard Specifications, they shall be construed to mean Linn County, Oregon, except for Sections 00170.70(c), 00170.72 and 00170.79, and where the context or intended meaning otherwise requires.

SECTION 00120 of the Special Provisions

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

00120.40(e) - Bid Guaranty - Replace this subsection of the Standard Specifications, except for the subsection number and title, with the following:

Each proposal shall be accompanied by cash, certified check, or bidder's bond, located in Appendix B - Bid Section of these specifications, made payable to Linn County in the amount equal to ten percent (10%) of the total amount of the proposal submitted. This check or bid bond shall be given as a guarantee that, if awarded the contract, the successful bidder will execute that attached contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price within five (5) days after notification that the bid has been accepted.

The successful bidder shall use Linn County's Bond Forms, copies of which are included in the Bid Section of these Special Provisions.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.

Forfeiture of Bid guaranties is covered by subsection 00130.60, and return of guaranties is covered by subsection 00130.70.

SECTION 00130 of the Special Provisions

00130.40(a-1) Bidder's Bond - Delete this subsection in its entirety.

SECTION 00170 of the Special Provisions

00170.00 General - Delete the sentence that begins "The Contractor shall name....".

SECTION 00170 of the Special Provisions Continued

00170.70(c) Additional Insured - Replace the bullet that begins "The State of Oregon..." with the following:

- The State of Oregon, its Department of Transportation, The Oregon Transportation Commission, and their members, agents officers and employees.

00170.72 Indemnity/Hold Harmless - Replace the bullet that begins "The State of Oregon..." with the following:

- The State of Oregon, its Department of Transportation, The Oregon Transportation Commission, and their members, agents officers and employees.

00170.79 Third Party Beneficiary - Replace this subsection of the Standard Specifications, except for the subsection number and title, with the following:

The State of Oregon and its Department of Transportation are a third party beneficiary of the Contract.

SECTION 00195 of the Special Provisions

00195.12(d) Steel Materials Pay Item Selection - Delete the second subsection 00195.12(d) that states "Add the following to this subsection: No Pay Items..." in its entirety.

SECTION 00501 of the Special Provisions

00501.03 Submittals - Replace the sentences "It is recognized that portions of the bridge may need to be temporarily supported from during its removal. Temporary support will be made from the river bed." with the following:

“It is recognized that portions of the bridge may need to be temporarily supported during its removal. Temporary support shall not be made from below the ordinary high water elevation shown on the plans.”

BID SCHEDULE

Bid Item 22, Reinforcement - Replace the unit measurement of "LBS" to "LS" and replace the quantity measurement of "12,000.0" to "All". The estimated quantities of reinforcement will remain the same.

These changes will be included in the Contract for this Project. It is understood that your bid will be submitted accordingly.

All Bidders will acknowledge receipt of this addendum by returning a signed copy of this addendum with the bid package. Proposals without this letter will be considered informal.

Company Name

Printed Authorized Name

Authorized Signature

Date of Signature

Date (Month, Day, Year)

Name (Authorized Signature)
Company
Address
City, State, Zip

RE: *Insert Project Name*
Intent to Award

This letter is to provide you with notice of our intent to award the above-referenced contract to your Company.

A copy of the bid tabulation is enclosed.

Thank you for your bid.

Sincerely,

Chuck Knoll, P.E.
County Engineer

Enclosure

Date (Month, Day, Year)

Name (Authorized Signature)
Company
Address
City, State, Zip

RE: *Insert Project Name*
Intent to Award

This letter is to provide you with notice of our intent to award the above-referenced contract to Insert Successful Bidder's Name.

A copy of the bid tabulation is enclosed.

Thank you for your bid.

Sincerely,

Chuck Knoll, P.E.
County Engineer

Enclosure

**CONTRACT AND BONDS
FOR HIGHWAY CONSTRUCTION**

**LINN COUNTY ROAD DEPARTMENT
ALBANY, OREGON**



**COVERED BRIDGE REHABILITATION
THOMAS CREEK, CAMP MORRISON ROAD (HANNAH) COVERED BRIDGE
CAMP MORRISON DRIVE
LINN COUNTY**

CONTRACT NUMBER 2013-300
CLASS OF PROJECT FEDERAL AID NO. BRO-C043 (032)
CLASS OF WORK BRIDGES AND STRUCTURES
CONTRACTOR LEGACY CONTRACTING, INC.
DATE OF AWARD OCTOBER 1, 2013
SPECIFIED COMPLETION AUGUST 1, 2014

TABLE OF CONTENTS FOR CONTRACT

	<u>PAGE</u>
Section I. Contract	[1]
Section II. Bid Schedule	[2]
Section III. Performance Bond.....	[3]
Section IV. Payment Bond	[4]
Section V. Certification of Workers' Compensation Coverage	[5]

DESCRIPTIONS OF PARTS OF CONTRACT WHICH ARE NOT BOUND HERIN

(1) Standard Specifications

The "2008 Oregon Standard Specifications for Construction," Volume 1, which contain Part 00100 "General Conditions" and Volume 2, which contain Parts 00200 through 03000 "Technical Specifications: as published by the Oregon Department of Transportation.

Copies of the "2008 Oregon Standard Specifications for Construction," Volume 1 and Volume 2 may be purchased from the Oregon Department of Transportation Procurement Office; 455 Airport Road SE, Building K; Salem, Oregon 97301-5348.

(2) Special Provisions

The Special Provisions give a description of the work to be performed under this Contract, together with required provisions, supplemental standard specifications, special provisions and instructions which supplement and modify the published "Oregon Standard Specifications for Construction," book and published "Supplemental Oregon Standard Specifications for Construction: book (if any) making them applicable to the particular work to be done.

(3) Plans

Applicable Plans, either separate from the Special Provisions or included in the Special Provisions.

SECTION I.

CONTRACT

LINN COUNTY, OREGON
CONSTRUCTION CONTRACT

	DATE OF CONTRACT
NAME AND ADDRESS OF CONTRACTOR: Legacy Contracting, Inc. 41850 Kingston-Jordan Rd Stayton, Oregon 97383	CHECK APPROPRIATE DESCRIPTION: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION, INCORPORATED IN THE STATE OF OREGON

DEPARTMENT OR AGENCY:

Linn County Road Department

CONTRACT FOR: (Work to be performed)

Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge

PLACE:

Linn County, Oregon

CONTRACT PRICE: (Express in words and figures)

Four Hundred Seventy-Seven Thousand, Two Hundred Forty-Two Dollars and Sixty Cents (\$477,242.60)

WITNESSETH:

That the above named Contractor, in consideration of the sums to be paid by Linn County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable plans, the applicable Standard Specifications, the governing special provisions, and in accordance with such alterations or modifications of the same as may be made by the Engineer and according to such directions as may from time to time be made or given by the Engineer, under the authority and within the meaning and purpose of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the contractor.

That the applicable plans, the applicable Standard Specifications, the special provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.


That the Contractor shall faithfully complete and perform all of the obligations of this contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract, and shall not permit any lien or claim to be filed or prosecuted against Linn County. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon. Contractor agrees to comply with the provisions set forth in this contract applicable to the Contractor; and those provisions are incorporated herein and by this reference as if fully set forth herein.

The Contract Documents include: this Linn County, Oregon Construction Contract, Project Drawings, the 2008 ODOT Specifications, any Supplemental Specifications attached hereto, any Supplementary Conditions attached hereto, Performance and Payment Bonds, Certificates of Insurance, current Prevailing Wage Rate information, other documents listed in this Construction Contract, addenda issued prior to the execution of this Contract, and Modifications issued after execution of this Contract; these form the Contract, and are as fully a part of the Contract as if attached to this Construction Contract or repeated herein.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable plan, standard specifications, special provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County Engineer and to his satisfaction, Linn County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

CONTRACTOR




Signature
Jeff Howell


Name, Printed or Typed
President


Title
10-7-13

Date signed

LINN COUNTY BOARD OF COMMISSIONERS




Chairman


Commissioner


Commissioner
10-23-2013

Date signed

APPROVED AS TO FORM:



Linn County Attorney
[Signature]

APPROVED AS TO CONTENT:



Linn County Roadmaster

SECTION II.

BID SCHEDULE

Payment for work done under this contract will be made at the unit prices listed on the inserted sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge
Covered Bridge Rehabilitation

BID SCHEDULE

Covered Bridge Rehabilitation
Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge

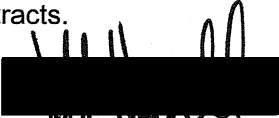
Bid Opening: September 24, 2013 – 9:35 a.m., P.D.T.

ITEM	UNIT	QUANT.	UNIT PRICE	TOTAL
1. Mobilization	LS	All	\$ 47,700 ⁰⁰	\$47,700.00
2. Work Zone Traffic Control, Complete	LS	All	\$ 10,150 ⁰⁰	\$10,150.00
3. Pollution Control Plan	LS	All	\$ 1,365 ⁰⁰	\$ 1,365.00
4. Work Containment Plan and System	LS	All	\$ 29,985 ⁰⁰	\$29,985.00
5. Asphalt Pavement Saw Cutting	FOOT	41.0	\$ 1350	\$553.50
6. Bridge Removal Work	LS	All	\$31,650 ⁰⁰	\$31,650.00
7. Shoring, Cribbing and Cofferdams	LS	All	\$16,365 ⁰⁰	\$16,365.00
8. Structural Steel, Hanger Rods & Nuts	LS	All	\$30,335 ⁰⁰	\$30,335.00
9. Timber and Lumber Rafters & Roof Nailers	MBFM	7.35	\$3,275 ⁰⁰	\$24,071.25
10. Timber and Lumber Timber Decking	MBFM	12.48	\$3,085 ⁰⁰	\$38,500.80
11. Timber and Lumber Truss Repair	MBFM	0.05	\$31,650 ⁰⁰	\$1,582.50
12. Timber and Lumber Lower X-Bracing	MBFM	1.04	\$8,365 ⁰⁰	\$8,699.60
13. Timber and Lumber Siding	MBFM	0.40	\$31,350 ⁰⁰	\$12,540.00
14. Timber and Lumber Miscellaneous	MBFM	0.57	\$9,635 ⁰⁰	\$5,491.95
15. Glue-Laminated Timber, Floor Beams	MBFM	4.12	\$3,685 ⁰⁰	\$15,182.20
16. Glue-Laminated Timber, Span 2 Stringers	MBFM	9.24	\$3,795 ⁰⁰	\$35,065.80
17. Re-Roof Bridge	LS	All	\$37,880 ⁰⁰	\$37,880.00
18. Chemical Fumigant Treatment	LS	All	\$18,230 ⁰⁰	\$18,230.00
19. Paint Bridge	LS	All	\$55,655 ⁰⁰	\$55,655.00
20. Steel Backed Timber Rail	FOOT	304.0	\$185 ⁰⁰	\$56,240.00
PROJECT TOTAL			\$ 477,242.60	

**Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge
Covered Bridge Rehabilitation**

BID SCHEDULE [CONT.]

By signing and submitted a bid on the work called for under this proposal, the bidder certifies he will abide by the provisions of ORS 279.350 regarding prevailing rate of wages on public contracts.



Authorized Signature

41850 Kingston-Jordan Rd

Address

Stayton OR 97383

City State Zip Code

503-749-1818

Phone

888-249-0293

Fax Number

9/24/13

Date

185342

Oregon Construction Contractors Board Number

**SECTION III.
PERFORMANCE BOND**

Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we LEGACY CONTRACTING, INC., as principal, and as surety, are jointly and severally held and bound unto the County of Linn and the State of Oregon, Department of Transportation, as obligee, in the sum of ~~FOUR HUNDRED SEVENTY-SEVEN THOUAND TWO HUNDRED~~ FORTY-TWO AND 60/100-- (\$477,242.60)-- for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with Linn County, which contract, together with the applicable plans, standard specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the applicable standard specifications, and shall indemnify and save harmless Linn County, the Linn County Board of Commissioners, and the State of Oregon, Department of Transportation, as obligee, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said contractor and his subcontractors; and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

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

Dated this 7TH day of OCTOBER, 2013

LEGACY CONTRACTING, INC.
Principal (Seal)

[Redacted Signature]
By

RLI INSURANCE COMPANY
Surety (Seal)

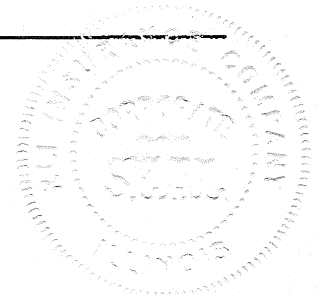
A.G. SADOWSKI COMPANY
Agent (typed or printed)

1605 LIBERTY ST. SE, SALEM, OR 97302
Address

503-362-2711
Phone

Signature of Attorney-in-fact must be
RLI INSURANCE COMPANY

[Signature]
registered with Oregon Insurance Division
Attorney-in-fact TY MOFFETT



SECTION IV.

PAYMENT BOND

Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we RLI INSURANCE COMPANY, as principal, and as surety, are jointly and severally held and bound unto the County of Linn and the State of Oregon, Department of Transportation, as obligee, in the sum of FOUR HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED FORTY-TWO AND 60/100-- --(\$477,242.60)-- for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with Linn County, which contract, together with the applicable plans, standard specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the contractor or his subcontractors equipment, supplies, labor or materials for the prosecution of the work or any thereof, provided for in said contract, and shall pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such contractors or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Tax Commission pursuant to ORS 315.575 or 316.575; and shall pay all other just debts, dues or demands incurred in the performance of the said contract and shall pay the County of Linn, by and through its County Board of Commissioners, such damages as may accrue to the County under said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

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

Dated this 7TH, day of OCTOBER, 2013

LEGACY CONTRACTING, INC.

Principal (Seal)

By

RLI INSURANCE COMPANY

Surety (Seal)

A.G. SADOWSKI COMPANY

Agent (typed or printed)

1605 LIBERTY ST. SE, SALEM, OR 97302

Address

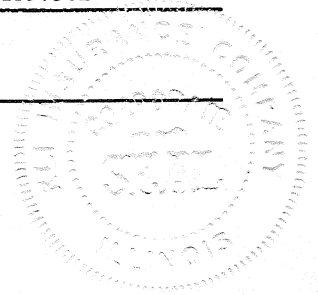
503-362-2711

Phone

Signature of Attorney-in-fact must be RLI INSURANCE COMPANY

Ty Moffett

registered with Oregon Insurance Division Attorney-in-fact TY MOFFETT





RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

A.G. Sadowski, Derek A. Sadowski, Kathleen M. Sadowski, Ty Moffett, jointly or severally.

in the City of Salem, State of Oregon its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 24th day of May, 2013.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

Roy C. Die Vice President

CERTIFICATE

On this 24th day of May, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 7th day of October, 2013.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

Roy C. Die Vice President



SECTION V.

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State Accident Insurance Fund Corp. or other Authorized insurer)

Insurance Company Name SAIF Corporation

ID/Policy Number 777630

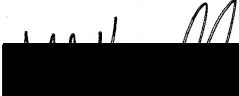
2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID Number as assigned by the Workers' Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the County of said cancellation or change and will obtain alternate coverage.

Dated 10-7-13, 2013



(Contractor's Signature)

REMINDER - ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for you employees working in Oregon?

For filing information, contact Workers' Compensation Division at Labor and Industries Building Salem, Oregon 97301; Phone (503) 947-7810.

Date (Month, Day, Year)

Name (Authorized Signature)

Company

Address

City, State, Zip

RE: *Insert Project Name*

Notice of Award

This letter is to inform you that the Linn County Board of Commissioners have provided their approval to award the contract for *Insert Project Name* Project to your company.

Provided to you with this letter, are two (2) sets of contract documents. Please sign both original agreements and return within fifteen (15) days and include the appropriate insurance certificates.

For this project *Insert Name*, PE, will be the Project Manager and *Insert Name*, PE, will be the Project Engineer. You may contact *Insert Name (PM)*, *Insert Name (PE)* or me at (541) 967-3919 if you have any questions regarding this project.

I will be contacting your company in regards to a preconstruction conference and any documents that are required before we can issue a notice to proceed.

Sincerely,

Chuck Knoll, PE
County Engineer

Enclosures

Date (Month, Day, Year)

Name (Authorized Signature)

Company

Address

City, State, Zip

RE: *Insert Project Name*
Notice to Proceed

By this notice to proceed, you are authorized to commence work and to enter onto the property on which the work is to be done under terms of the Contract effective the date of this letter. However, work may not commence until the preconstruction meeting has been conducted and the items required by the Contract have been submitted and approval has been provided to proceed with construction. Please contact *Insert Name (PM)*, Project Manager to schedule a preconstruction meeting.

On *Date (Month, Day, Year)*, the contract for this project was approved and signed by the Linn County Board of Commissioners. A copy of the signed contract is enclosed.

The general liability, excess liability, commercial automobile liability and workers' compensation insurance coverages are in effect. It is your responsibility to keep your insurance coverages in force throughout the life of the Contract.

According to section 00170.20 Public Works Bond of the Contract Special Provisions, the public works bond in the amount of \$30,000 has been filed with the Construction Contractors Board. It is your responsibility to verify that all subcontractor(s) have filed a public works bond before the subcontractor(s) begins work.

If you have any questions regarding this letter, please contact *Insert Name (PM)*, P.E., Project Manager, *Insert Name (PE)*, P.E., Project Engineer or me at (541) 967-3919.

Sincerely,

Chuck Knoll, PE
Linn County Engineer

LINN COUNTY PUBLIC CONTRACTING RULES SUMMARY
IN REGARDS TO LINN COUNTY AS A CERTIFIED AGENCY
FOR DELIVERY OF FEDERALLY FUNDED PROJECTS

The following is a list of rules associated with Public Contracting regarding Linn County Code and Policy. Projects will be contracted out in the format and procedures followed by ODOT's LAG Manual for Local Agencies and as reviewed and approved by ODOT Local Programs. The following rules are provided as a reference as they pertain to the procedures followed within Linn County in administration and implementation of public contracts for delivery of capital improvement projects through Engineering Services of Linn County.

TITLE 10 SPECIAL ORDINANCES, REGULATIONS, RULES, POLICIES, AND BARGAINING AGREEMENTS

LCPR 137-046	GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTING
LCPR 137-047	PUBLIC PROCUREMENTS FOR GOODS OR SERVICES GENERAL PROVISIONS
LCPR 137-048	CONSULTANT SELECTION: ARCHITECTURAL, ENGINEERING, LAND SURVEYING AND RELATED SERVICES CONTRACTS
LCPR 137-049	GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTS FOR CONSTRUCTION SERVICES

TITLE 6 - PUBLIC PROPERTY - ACQUISITION, DISPOSITION, AND MAINTENANCE

CHAPTER 630 CONTRACT ADMINISTRATION CODE

RESOLUTION AND ORDER NO. 2010-003, Linn County Board of Commissioners,

"In the Matter of Declaring the Attorney General's Model Public Contracting Rules Not Applicable and the Linn County Public Contracting Rules (LCPR) Shall Continue in Effect."

Prepared by: C. R. Knoll, PE
March 28, 2014



Linn County Road Department Certified Agency Manual

Section 8

Phase VI - Construction Contract Administration

CONSTRUCTION AND CONSTRUCTION ADMINISTRATION PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
				Preconstruction
		PM	All Attendees	1 Coordinate Preconstruction Conference Date (must notify Liaison and OCR)
			All Attendees	2 Send out Preconstruction Conference letter, agenda and safety questionnaire
			F	3 Conduct Preconstruction Conference (official minutes or recording)
			All Attendees	4 Send written summary of meeting minutes
		C	DBE	5 Submit DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		DBE	F, PM	6 Submit Signed DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		PM	F, L, DBE	7 Sign and Submit DBE Work Plan Proposal, Form 734-2165A (if goal not zero)
		C	PM	8 Submit MWESB Work Plan Proposal
		PM	F, L, DBE	9 Sign and Submit MWESB Work Plan Proposal
		C	F, PM	10 Submit Schedule of Values for Lump Sum Items (at pre-con)
			F, PM	11 Submit Training Program Form, Form 731-0335 (at pre-con, if applicable)
			F, PM	12 Submit 2 copies of signed subcontract(s) (180.21) (copies to ODOT & OM)
			PM	13 Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F, L	14 Complete the Subcontractor Consent Checklist, Form 734-2518
			F, C, L	15 Sign Contractor's Request for Subcontract Consent, Form 734-1964
			F, L, DBE	16 Complete and Submit Report on Contractor's Request for Subcontract Consent, Form 734-1395
		DBE	F, L	17 Submit Subcontractor Consent (for any DBE Firms)
		PM	F, L	18 Complete Initial Quarterly Report, Form 734-2590
		C	PM	19 Submit OJT Training Program Form, Form 731-0335
		PM	F, OCR	20 Submit OJT Training Program Form, Form 731-0335
		C	PM	21 Submit Apprentice/Trainee Approval Request, Form 731-0294
		PM	F, OCR	22 Submit Apprentice/Trainee Approval Request, Form 731-0294
		C	PM	23 Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
		PM	F, OCR	24 Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
				Construction
		PM	F, C, L, OCR, RAS	1 Issue Notification of Commencement and Completion, Form 734-3233 (1st Notification)(at installation of signs)

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
				Construction Cont.
		C		2 Complete TP&DT Daily Report, Form 734-2474
			F, PM	3 Submit Material Certifications, Form 734-2126 for Certificate of Materials Origin
			F, PM	4 Submit Material Testing Documents
			F, PM	5 Submit ODOT Apprentice/Training Approval Request, Form 731-0294 (if applicable)
			F, PM	6 Submit ODOT Apprentice/Training Monthly Progress Record, Form 731-0335 (if applicable)
			F, PM	7 Submit Weekly Erosion Control Monitoring, Form 734-2361 (should be included with 1st certified payroll)
			F, PM	8 Submit Weekly Certified Payroll BOLI (WH-38) - Civil Rights Website (labor compliance Forms)
			F, PM, L	9 Submit Monthly Employment Utilization Report, Form 731-0394 by 10th of month (contracts/subcontracts over \$10K)
			F, PM, L	10 Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722 (subs also)
			F, PM	11 Submit Request for Release of Retainage for Subcontract Work, Form 734-2510
			F, PM	12 Submit Electrical Blue Sheets for Approval
		PM	F	13 Complete General Daily Progress Report, Form 734-3474
			F	14 Complete Flagger and Pilot Car Receipt, Form 734-3955
			F	15 Complete Field Inspection Report, Form 734-3469
			F	16 Complete Installation Sheet, Form 734-2605 (Paynote)
			F	17 Complete Material Daily Progress Report, Form 734-2599 (if earthwork quantities are > 2,500 CY)
			F	18 Complete Material Delivery Record and Tally Sheet, Form 734-2792
			F	19 Complete Weekly Statement of Contract Time Charges, Form 734-3483
			F	20 Obtain material Testing Documents
			F	21 Obtain material Certification Documents
			C	22 Submit Approved Blue Sheets
			F, L, OCR	23 Complete and Submit the DBE Commercially Useful Function Form 3B, Form 734-2165 (all DBE's on project)
			F, L	24 Forward Request for Release of Retainage for Subcontract Work, Form 734-2510
			F, L	25 Complete Request for Release of Retainage for Subcontract Work Checklist, Form 734-2707
			F	26 Complete Test Summary for Field Tested Materials (B), Form 734-1902B
			F	27 Complete Test Summary for Non-Field Tested Materials (A), Form 734-1902A
			F	28 Complete Test Summary for Field Tested Concrete Materials (B-QA), Form 734-1902B-QA
			F, L, RAS	29 Request RAS Review of project documentation
			F, L, OCR	30 Complete Employee Interview Report, Form 734-3475 (for ALL contractors and subcontractors)
			F, L, OCR	31 Submit Employee Interview Reports and Cert Parolls (must receive signed approval from OCR)
			F, L, OCR	32 Project Manager's Owner-Operator Interview Summary Report, Form 734-3581
			F, L, OCR	33 Submit Project Manager's Monthly EEO Report, Form 734-3858

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Construction cont.					
		PM	F, L, OCR	34	Submit Monthly Employment Utilization Report, Form 731-0394 (contracts/subcontracts over \$10K)
			F, L, OCR	35	Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
			F	36	Review Certified Payroll, monthly
			F	37	Review Quality and Quantity Documents, Monthly
			F	38	Review Civil Rights Documents, Monthly
			F, C	39	Complete Pre-Paving Conference, Form 734-2601
			F, C	40	Prepare and sign Monthly Pay Estimate
			F, L	41	Submit Certified Agency Quarterly Report, Form 734-2590

Project Completion					
		C	F, PM	1	Complete Contractor's Construction Process Feedback, Form 734-2469A
		PM	F, C, L, OCR	2	Issue Notification of Commencement and Completion, Form 734-3233 (2nd Notification)
			F, L	3	-Issue Corrective Work Notification/ punch list items (send with 2nd Notification)
			F, C	4	Complete Project Manager's Narrative, Form 734-2756, 15 days after 2nd Notification
			F, C, L	5	Request all outstanding documents
				6	Complete and Submit Project Manager Evaluation, Form 734-2469B
			L	7	Review documentation to verify completeness
			F, L	8	Request RAS Review/ DRR
					Request final inspection by ODOT staff within 15 days of completion of on-site work/punch list

Project Closeout					
		PM	F, L	1	Submit Recommendation of Project Acceptance, Form 734-1384
			F, L, OCR	2	Request labor compliance review (on-site of documents)
			F, L, OCR	3	Complete Project Manager's Labor Compliance Certification, Form 734-1734 (send cert payrolls)
		OCR	F, PM	4	Submit signed Project Manager's Labor Compliance Certification, Form 734-1735
		PM	F, L, RAS	5	Request final RAS review
			F, L	6	Complete Final Materials Certification, Form 734-1979
			F, L	7	Complete Foreign Steel Summary, Form 734-1968 (include copies of applicable CMO's)
			F, C, L, OCR	8	Issue Notification of Commencement and Completion, Form 734-3233 (3rd Notification)
			F, L	9	Submit Final Pay Estimate
			F, L	10	Submit As-Constructed Plans (within 1 year of project completion)
					-for Bridge (Final Mylars, pile records, foundation and hydraulic reports)

Approved	Submitted	SPEC	SUBMITTAL	SPECIFICATIONS	TIME REQUIREMENT
			10 Days Prior to Preconstruction Conference		
		00280.02	Erosion and Sediment Control Plan	ESCP	10 days before the precon
		00290.30(b)	Pollution Control Plan	PCP-keep on-site at all times (if applicable, 296.04)	10 days before the precon
		00290.34(a)	Regulated Work Area Schedule	water work period	10 days before the precon
		00296.03	Written Compliance Program for lead	job specific written compliance program, employee training certificates	10 days before the precon
			5 Days Prior to Preconstruction Conference		
		00225.05	Contractor Traffic Control Plan	TCP	5 days before the precon
		00225.05(b)	TOD and Business Logo Signs Plan	map and description to keep in service or narrative that none exist	5 days before the precon
			At the Preconstruction Conference		
		00130.40(e)	Taxpayer Identification Number	Form W-9	
		00130.40(f)	Office of Civil Rights Forms	Copy of the Subcontractor Solicitation and Utilization Report	
		00180.41	Project Work Schedule	schedule of the proposed work from start to completion	at the precon
			List of Subcontractors		at the precon
			List of suppliers		at the precon
			List of Lump Sum items with a breakdown of unit costs		at the precon
			Linn County Safety Questionnaire		at the precon
		00195.12(d)	Steel Materials Pay Item Selection	selecting for participation in the program	within 7 Calendar Days after the precon
		00960.02	Equipment List and Drawings	list of materials, Wiring diagrams, technical information	Within 30 days of executed Contract

KN17741

ODOT Standard Specifications and Special Provisions Submittals

Project: Larwood Covered Bric

(Construction Deliverables)

Approved	Submitted	SPEC	SUBMITTAL	SPECIFICATIONS	TIME REQUIREMENT
			30 Days Prior to Installation/Application		
		00220.45	Stamped Loading Calculations and Data	Load Restrictions on Bridges	30 Calendar Days before loading
		00290.42	WCP, Stamped Drawings	Work Containment Plan and System	28 Calendar Days prior to mob for bridge removal
		00501.03	Bridge Removal Submittals	unstamped bridge removal, loading, transportation and unloading plan	30 Calendar days
			21 Days Prior to Installation/Application		
		00510.03	Cofferdam plans and design calculations	Must pass inspection prior to construction commencing	21 Calendar days
		00510.03	Cofferdam Design Checklist		21 Calendar days
		00510.04	Shoring plans and design calculations	Must pass inspection prior to construction commencing	21 Calendar days
		00510.04	Shoring Design Checklist		21 Calendar days
		00520.22	Drilling Equipment procedure	drilling equipment approval per 00520.22	21 calendar days
		00520.43(f)	Steel pile splices	submit for approval their number, location and details	
		00520.43(f-2)	Mechanical Splices	unstamped working drawings	21 Calendar days
		00550.03	Precast Concrete Members drawings/calcs	stamped design calcs, working drawings, specs	21 Calendar days
		00540.41(a)	Stamped falsework plans and design calculations		21 Calendar Days
		00540.41(a)	Falsework Design Checklist		21 Calendar Days
		00550.02	detensioning sequence	for girders and slabs	21 Calendar Days
		00560.03	stamped working drawings of fabricated steel items	stamped working drawings, obtain approval prior to placing order	21 Calendar Days
		00560.03	Steel sheet pile stamped working drawings	stamped working drawings, obtain approval prior to placing order	21 Calendar Days
		00587	Bridge Rails working drawings	requirements	21 Calendar Days
		00813.02	Steel Backed Timber Guardrail working drawings	unstamped working drawings for post connection detail	21 Calendar Days

ODOT Standard Specifications and Special Provisions Submittals
 (Construction Deliverables)

Approved	Submitted	SPEC	SUBMITTAL	SPECIFICATIONS	TIME REQUIREMENT
		14 Days Prior to Installation/Application			
		00220.03(b)	Written closure schedules	submit for approval per 220.03	Lanes - 7 calendar days; Roads - 14 calendar days
		00250.03	Detour Bridge design checklist	Design Checklist	14 calendar days
		00250.03	Detour Bridge drawings and calcs	Stamped working drawings and calculations	14 calendar days
		00520.20(d-1)	Pile Driving Equipment Data Form	pile driving equipment approval and wave equation analyses	14 calendar days
		00520.20(d-1)	Sheet Pile Driving Equipment Data Form	sheet pile driving equipment approval and wave equation analyses	14 calendar days
		00530.42(c-1)	Grout sleeve mechanical splice installation plan	accordingly	14 calendar days
		00560.20	Steel Fabrication Notice	notify Engineer prior to fabrication of materials	14 calendar days
		02001.30	Concrete Mix Design, Structural	new or current mix designs, prepared by a CCT, for structural concrete	14 calendar days
		02001.30	Concrete Mix Design, Commercial	new or current mix designs, prepared by a CCT, for structural concrete	14 calendar days
		10 Days Prior to Installation/Application			
		00539.40(c)	Crack Seal pre-Placement Meeting	applying the sealer, and broadcasting the sand	10 calendar days before applying the sealer
		00592.40(c)	Spray Membrane pre-Placement Meeting / Procedure	applying the membrane, and placing an aggregate coating when it is	10 days before applying each membrane
		00744.13	Job Mix Formula design and data	proposed JMF and supporting data and results of performance testing	10 calendar days before anticipated use
		Before Beginning Work			
		00250.03	Preinstallation conference	temporary bridge	Before beginning the work
		00250.44	On-site inspection	open temp bridge to traffic	Before beginning the work
		00406.41(a)	Tunneling	stamped working drawings: see spec for list	Before beginning the work
		00406.41(b)	Boring and Jacking	unstamped working drawings: see spec for list	Before beginning the work
		00445.74	Video Inspection of Sanitary and Storm Sewers	audio-visual recordings and written report	before any finish surfacing or final paving
		00520.43(g-2)	Pile welding Procedure and welder certs		prior to welding
		00520.43(g-2)	Pile weld inspection report		at completion of welds
		00530.11	Order Lists and Bending Diagrams	for approval	Before ordering material
		00530.42(d)	WPS and welder cert for reinforcement	welded reinforcement splices	
		00560.26	welding procedure specifications for steel materials	submit welding procedure and weld certificate	
		00570.12	Unstamped drawing for prefabricated timber material		before fabrication
		00576.10	paint topcoat color sample	submit paint color sample before ordering	before fabrication
		00930.02	Sign support working drawings	unstamped working drawings	prior to ordering
		00960.30	Electrician license or apprentice registration	for any electrical work on project	prior to performing any work
		02140.10	Giulam Members	submit shot details from fabricator before commencing	prior to performing any work
		Day Specified			
		00225.60	Traffic Control inspection report	day	Daily
		00290.30(a-8)	Visual turbidity monitoring in regulated work area	submit weekly when working in regulated work areas	Weekly
		00305.05	Survey field notes	at completion	Post-Construction
		00305.06	Post construction survey	as-built documentation to County Surveyor's Office	Post-Construction
		00305.45	Pipes and Culverts field notes		next working day following completion of the staking work



Linn County Road Department

*Providing safe and efficient transportation to
citizens and visitors of Linn County.*

July 19, 2013

Tom Ayres
Tom Ayres General Contractor, Inc.
PO Box 965
Bend, Oregon 97709

RE: Project: *Hamilton Creek (Upper Berlin Drive) Bridge*
Contract No. 2013-182

PRECONSTRUCTION CONFERENCE

In order to make the best use of time at the Preconstruction Conference for the subject project, which has been scheduled for 10:00 a.m. on Tuesday, July 30, 2013 at the Linn County Road Department located at 3010 Ferry Street SW, Albany, OR 97321, the following items will be addressed in this letter.

This is a Federal-Aid project. The required Contract provisions for Federal-Aid construction contracts are included within the special provisions. Weekly certified payrolls must be submitted by the Prime Contractor and their Subcontractors. This will be one of the items tracked, and pay estimates may be withheld if payrolls are delinquent.

The Monthly Employment and Utilization Report (Form 731-0394) will be required from you and your Subcontractors with which you have contracts of \$10,000 or more.

The assigned DBE Aspirational Goal for this project is 0%. If a Subcontractor is a DBE firm, it is your responsibility to ensure that the DBE Subcontractors perform a commercially useful function. The Agency will be monitoring all operations throughout the on-site work.

Tom Ayres General Contractor's own organization shall perform not less than 30% of the Contract Work as awarded. Request for subcontract consent must be received, and approved by the Project Manager prior to the beginning of work by the Subcontractor.

All Contract work is to be completed on or before November 30, 2013. A notice of any delay, regardless of cause or fault that will delay project completion must be submitted within seven (7) Calendar Days of when the delay is known. Upon receipt of such notice, the Agency will promptly review and investigate to determine measures available to mitigate the delay.

The Standard Specifications Section 00180.80 provide for adjustment of Contract Time under certain restrictive conditions. Please submit requests for an adjustment of Contract Time as soon as possible after a delay, but no later than 15 Calendar Days after Second Notification is issued. A Contractor's Request for Adjustment of Contract Time (Form 734-3320), Consent of Surety (for requests over 30 Calendar Days), and supporting information must be submitted explaining the cause of each delay and the amount of Contract Time requested.

The process for resolving disagreements and claims is contained in Section 00199. The intent is to resolve any disagreements early, and at the lowest administrative level possible. For those disagreements that become claims, sufficient supporting data is required to enable a third party to fairly judge the merits of the claim.

Notify the Project Manager as soon as possible of all proposed Materials Sources, including steel or other fabricators. The Agency must verify that a source is qualified for use and assure inspection of fabricated items.

Material certifications and Certificates of Material Origin forms are required to be submitted prior to incorporation of the Materials into the project. This office maintains a program of strict compliance with the Non-Field Tested Materials Acceptance Guide. This guide specifies that acceptance documents to be furnished by the Contractor for Materials not subject to field testing.

The pay period for this project ends on the last day of each month. Weekly certified payrolls for Tom Ayres General Contractor, Inc. and all Subcontractors, along with updated monthly project schedules, must be received in this office no later than the last day of each month, or the pay estimate may be withheld. A preliminary pay estimate will be emailed for your review and comment the first week of the following month. Pay estimates have to be approved by the Linn County Commissioners. Pay estimates will be put on the Commissioners' docket the Thursday before their weekly scheduled meetings (Tuesdays and Wednesdays) and a check will be cut and mailed the Friday following the meeting of that week.

Requests for Materials on Hand (MOH) must be submitted to the office at least five (5) Calendar Days prior to the pay period cutoff date as required by Section 00195.60(a-1). Requests received late will not be processed until the following month. The MOH request must include all required Material documentation, certifications, and the Certificate of Materials Origin form (if required). Verification of payment to Materials suppliers is required to be submitted within 30 Calendar Days of the progress payment on which the advance was made. If proof of payment is not provided, the advanced monies will be deducted from the next progress pay estimate.

Tom Ayres General Contractor, Inc. is required to submit the following documents and plans prior to the Preconstruction Conference:

Ten (10) days before the preconstruction conference, please submit the following:

1. Erosion & Sediment Control Plan (Section 00280.02)
2. A Pollution Control Plan (Section 00290.30(b))
3. In-Water Work Schedule (Section 290.34(a))

Five (5) days before the preconstruction conference, please submit the following:

1. A Traffic Control Plan and TOD Plan and Narrative (Section 00225.05 and Section 00225.05(b))
2. Linn County Safety Questionnaire for Federally Funded Contracted Construction Projects (attached)

The following information is required to be submitted by CP Construction LLC at the Preconstruction Conference:

1. Preliminary Work Schedule (Section 00180.41)
2. List of Subcontractors
3. List of suppliers
4. List of Lump Sum items with a breakdown of unit costs
5. DBE Work Plan Proposal Form (ODOT Form 734-2165A) for any DBE Subcontractors
6. Copy of the Subcontractor Solicitation and Utilization Report (ODOT Form 734-2721) that was submitted to the ODOT Office of Civil Rights (Section 00130.40(f))

If you have any questions regarding this information, please feel free to contact me.

Sincerely,



Daineal Malone, P.E.
Project Manager
Linn County Road Department

Preconstruction Conference Agenda

Hamilton Creek (Upper Berlin Drive) Bridge

Time: 10:00 a.m., Tuesday, July 30, 2013

Place: Linn County Road Department
located at 3010 Ferry Street SW, Albany, OR

Attendance List Circulated

Introductions

Linn County Road Department: Office: (541) 967-3919 Fax: (541) 924-0202
3010 Ferry St. SW, Albany, OR 97322

Kevin Groom, PE, Project Engineer	Cell: (541) 868-5478
Chuck Knoll, PE, County Engineer	Cell: (541) 231-8433
Daineal Malone, PE, Project Manager	Cell: (541) 974-5995
Scott MacLean, Inspector	Cell: (503) 881-4940
Dan Leard, Inspector	Cell: (541) 979-3702
Wayne Mink, Bridge Maintenance Supervisor	Cell: (541) 619-0651
Ron Dunaway, Road Maintenance Supervisor	Cell: (541) 409-2700
Jim Ableman, Road Maintenance Manager	Cell: (541) 760-1197
Darrin Lane, Roadmaster	Ph: (541) 967-3919

Construction Inspection Support:

Connie Tangen, David Evans and Associates	Cell:(541) 990-5556
Sue Chamblin, David Evans and Associates	Cell:(503) 956-1367
Cyndi Twite, QCCS, David Evans and Associates	Cell: (503) 302-8127

Prime Contractor: Office: (541) 388-7176 Fax: (541) 383-1834
Tom Ayres General Contractor, Inc.
PO Box 965, Bend, OR 97709

Tom Ayres,	Ph: (541) 388-7176-3959
Tom Ayres,	Cell: (541)
, Safety Manager	Cell: (541)
, On-Site Superintendent	Cell: (541)
24 Hour Emergency Contact:	Cell: (541)

Oregon Department of Transportation / Representatives:

Lee Cronemiller, Local Agency Liaison	Ph: (503) 986-2779
John Johnson, Local Agency Liaison	Ph: (503) 986-5834
Michael Starnes, Local Agency Liaison	Ph: (503) 986-6920
Donna Hinze, Environmental Coordinator	Ph: (503) 986-2829
Kurt Roedel, Archaeologist	Ph: (503) 986-6571
Paul Joiner, Civil Rights Field Coordinator	Ph: (503) 986-2834
Dustin Woods, FHWA	Ph: (503) 316-2557

Completion Date: November 30, 2013

Date of Notice to Proceed: No work shall commence until notice to proceed has been issued.

Control of Work - 00150

- The Contractor is responsible for preserving all survey stakes and monuments.
- Survey stakes or monuments that are destroyed shall be replaced by the Contractor at no cost to the County
- The County will maintain on-the-job inspection personnel (DEA will assist with inspection under contract with Linn County)
- The Contractor will provide, at the work location, qualified supervisory personnel, to be on site during all work activity
- All work that is to be later concealed by other work shall have the necessary inspection completed prior to concealment
- Rejection of Equipment - Section 00120.15 of the General Provisions.
- Contractor is responsible for calling for utility locates prior to construction. The following utilities have facilities within the project limits.
 - a. Consumers Power
 - b. CenturyLink
- Phone line attached to existing bridge has been removed and offset on supports.

Source of Materials - 00160

- Source must be approved by the Engineer before incorporating into the project.
- ODOT QPL

Quality of Materials - 00165

- Distribute Q&Q Guide
- Field Tested Materials
 - ODOT Manual of Field Test Procedures -Cindy Twite, DEA will be the acting QCCS for MFTP materials.
 - FEI will be the Independent Assurance (IA) for the MFTP materials.
 - Material Source Suppliers - must be approved
 - Mix Designs (concrete and MHMAC) - must be approved
 - Submit material testing documents
- Non-Field Testing Materials
 - ODOT Manual of Non-Field Test Procedures
 - ODOT QPL
 - Quality Compliance Documents required **prior to installation**
- "Buy America" - Submit CMO's.

Legal Relations and Responsibilities - 00170

- Contractor has a current Public Works Bond
- Safety, Health and Sanitation Provision
 - Contractor shall provide and maintain a portable toilet at the project site
- Minimum Wage and Overtime Rates:
 - 25% Retainage until contractor complies with provisions of ORS 279C.800-870, and Oregon Laws 2005, Chapter 360 (Senate Bill 477). *“Documents establishing those conditions ... are included in the contract.”*
- Labor Compliance - Federal Aid Project (FHWA-1273, 00170.65)
- Determine location for Posters
- Identify work week
- Weekly Certified Payrolls (Form WH-38)
 - Agency will retain 25% of any amount earned until the Contractor submits certified payrolls
 - Contractor shall retain 25% of any amount earned until the first tier subcontractor submits certified payrolls
 - BOLI rates apply for this project (Local Road)
 - Contractor to submit Request for Release of Retainage for Subcontract Work (Form 734-2510)
- Affirmative Action / Equal Employment Opportunity
 - Monthly Employment Utilization Reports, MEUR (Form 731-0394)
 - Required by the 5th of the month (Contractor and Subs)
- Disadvantaged Business Enterprise
 - DBE goal = 0%
 - DBE Work Plan Proposal Form (Form 734-2165A)
 - Submit for any DBE Firm
- Contractor shall provide industrial accident protection for all persons employed on the work to be done under contract

Prosecution and Progress - 00180

- Subcontracting
 - Request for Subcontract Consent (Form 734-1964) Subcontractor cannot do work on project until approved.
 - Contractor to submit Monthly Summary Report of Subcontractors Paid (Form 734-2722)
- Contractor will provide a revised schedule, as needed, to allow five business days notice of changes
 - Time intervals (start and completion date) expected for each stage of construction, including expected hours of operation

- Hours of operation will be from 7:00 a.m. to 8:00 p.m. on weekdays and 8:00 a.m. to 8:00 p.m. on Saturdays. No work will be allowed on Sundays or legal Holidays
- Contractor will notify property owners, in writing, 24 hours in advance if deviating from the latest schedule
- Review Construction Schedule
- Inclement weather encountered will not be considered a reason for further time extension to complete any of the remaining work after the completion date

Payment - 00195

- Monthly Progress Pay Estimates
 - Cut-off date is the end of the month. After receipt of Contractor's Certified Payrolls, Linn County will process pay estimate (2 weeks).
 - Payment through the last day of the month (checks mailed ~1.5 weeks after Contractor Certified Payrolls Received)
 - Materials will not be installed or paid for until certification and / or test results are submitted. **No Quality Documents, No Payment**
- No pay item qualify for fuel escalation/de-escalation
- No pay item qualify for Steel escalation/de- escalation
- 5% retainage on progress payments

Disagreements, Protests and Claims - 00199

- Resolve at the lowest level (Inspectors, PM)
- If unable to resolve, follow procedures outlined in Section 00199, a written Notice of Potential Claim required

Accommodations for Public Traffic - 00220

- Upper Berlin Drive will remain open during construction
- Closure notifications (Section 00220.03(b))
- Submit stamped loading calculations and data (30) calendar days before loading if bridge will be loaded in excess of 25 tons. (Section 00220.45)

Work Zone Traffic Control- 00225

- TOD or business logo signs (Section 225.05(b))
- Prepare and submit Daily Traffic Control Report, Form 734-2474 (Section 225.60)

Erosion and Sediment Control - 00280

- Type 8 sediment barriers , 12" diameter filter socks
- Subject to change based on conditions encountered in the field
- Discussion about erosion control (NE of bridge, install EC at beginning of construction)

Environmental Protection - 00290

- Staging area is approved on gravel and paved areas of Upper Berlin Drive. (Section 290.10)
 - Restore site
- Regulated work area is designated below 280 feet elevation
- In water work period June 1 to October 15
- Linn County has contract with APHIS for migratory bird monitoring
- Provide adequate work containment.
 - Submit Work Containment Plan (28) Calendar days prior to mobilization for the removal of the existing structure and the cast-in-place deck pour
 - Notify PM (10) Calendar days before beginning WCS construction activities
- Sensitive cultural site.
 - Designated work area to be delineated with orange mesh fencing, or pedestrian fencing (Section 290.51)

Paint and Painted Materials - 00296

- Test paint on existing bridge railing during removal
 - If lead found, follow requirements of Section 00296

Construction Surveying - 00305

- Professional Land Surveyor must be licensed in the State of Oregon
- Construction stake at 25 foot intervals on curves and 50 foot intervals on tangents
- Submit slope stake field notes
- Submit diary at project completion

Removal of Structures and Obstructions - 00310

- Payment will not be made for asphalt removed on existing bridge (Section 00310.92)

Earthwork - 00330

- Excavation measurement

Bridge Removal - 00501

- No temporary supports made from below ordinary high water elevation
- Bridge removal plan to be submitted to County 21 days prior to start of bridge removal.

Structure Excavation and Backfill - 00510

- Submit the Shoring Design Checklist according to (00510.04)
- Shoring Plans and Calculations to be stamped and signed by a Professional Engineer licensed in the state of Oregon

Driven Piles – 00520

- Submit Pile Driving Equipment Data Form and WEAP analysis at least 14 days prior to driving piles (Section 00520.20)

Structural Concrete - 00540

- Submit the Falsework Design Checklist according to (00540.41(a))

Precast Prestressed Concrete Members - 00550

- Make allowances for staged construction

Spray Waterproofing Membrane - 00592

- Fabric waterproofing membrane no longer accepted
- Use spray waterproofing membrane from ODOT QPL
- 75% withheld until warranty is received

Aggregate Base - 00640

- May use 1/2" or 3/4" crushed quarry rock
- Must be from approved source

Minor Hot Mixed Asphalt Concrete (MHMAC) Pavement - 00744

- Level 3, 1/2" dense graded design
- Must have approved mix design

Stormwater Control Facility - 01092

- To be constructed prior to ground disturbance activities (northwest).

Additional Comments

- Contractor to complete Contractor Evaluation (Form 734-2469A)

Contractor Safety Form

Linn County Safety Questionnaire for Federally Funded Contracted Construction Projects

Project Name Hamilton Creek (Upper Berlin Drive) Bridge

Contract No. 2013-182

Linn County Project Manager: Daineal Malone, P.E.

Phone: (541) 967-3919

Address: 3010 Ferry Street, SW

City: Albany

State: Oregon

Zip: 97322

Contractor: Tom Ayres General Contractor, Inc.

Pre-Construction Meeting:

Date: Tuesday, July, 30 2013 Time: 10:00 a.m. Location: Linn County Road Department
3010 Ferry Street SW, Albany, OR

Contractor Instructions:

Please complete this questionnaire and return to the Linn County Project Manager at the address listed above at least **five days** prior to the scheduled Pre-Construction meeting

Safety Representative:

Please list the contractor's safety representative for the project.

Name: _____ Title: _____

Work Phone: _____ Cell: _____ Emergency Ph: _____

Traffic Control Plan:

Please bring a copy of the traffic control plan to the pre-construction meeting for review and discussion. Where a project has phases that alter the traffic flow as construction progresses, revised or additional traffic control plans need to be provided to the project manager 30 days prior to implementation of the new phase.

Traffic Control:

Some highway construction projects may require the contractor to have a Certified Traffic Control Supervisor (TCS). Do the contract specifications require a TCS for this project? Yes No

If "Yes" please provide the following for the TCS, or where none is required, that person responsible for traffic control during working and non-working hours.

Name: _____ TCS Certification # _____ Expires _____

Work Phone: _____ Cell: _____ Emergency Ph: _____

Safety Committee Meetings:

If you plan to have on-site safety committee meetings, please provide the following:

When: _____ Time: _____ Location: _____

Emergency Response:

Is 911 emergency responses available in the project area? If not, what are the phone numbers for hospital _____, ambulance _____, police _____, fire _____ in case of emergency. These numbers need to be posted next to the telephone on the project site.

Hazardous Materials:

Will there be any hazardous materials used on this project? Yes No . If "Yes", attach a list of the hazardous materials to this questionnaire.

Unique Hazardous Conditions:

The following checked hazardous activities or conditions have been identified as being part of this contract. Be prepared to discuss at the Pre-Construction Meeting the processes being prepared for this project to address these conditions. Discussions should include: mitigation techniques, worker an visitor safeguards, required Competent Persons, written safety plans and discussions of previous similar projects. The Project Manager may ask the ODOT Region/Division Safety Manager to provide technical advice and council at the Pre-Construction Meeting regarding any of the following identified activities or conditions:

- Complex traffic control or night work
- Trenching required shoring or other protection system
- Permit Required Confined spaces
- Tunneling - underground work activities
- Hazardous Materials that may require a specific safety plan such as:
 - Asbestos
 - Lead paint or other lead-containing products
 - Silica
 - Large scale painting and / blasting or grinding operations
 - Excavation of known hazmat site
- Other potential high risk condition - _____
- Other potential high risk condition - _____

Back-up Alarms or Signal Persons:

Will trucks and heavy equipment have back-up alarms? Yes No . If "No", signal persons will be required where trucks and heavy equipment are backing up.

Competent Person:

Will this project have excavations subject to OR-OSHA trenching and shoring regulation? Yes No . If "Yes", list the on-site Competent Person.

Name: _____

Visitor Job Site Safety Equipment:

Linn County employees and Linn County's visitors will comply with the contractor's personal protective equipment requirements while on the project. Please describe what protection is required and when (hard hats, eye protection, ear protection, foot protection, high visibility clothing, etc.):

Submitted by Contractor Representative:

Name (please print) _____ Title _____

Signature _____ Date _____

Review by Linn County Representative:

Name (please print) _____ Title _____

Signature _____ Date _____

ATTENDANCE SHEET

for

HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

Linn County Contract No. 2013-182 ODOT Key No. 14787 Federal Aid No. BRO-C043(026)

PRECONSTRUCTION CONFERENCE

Tuesday, July 30, 2013, 10:00 a.m.
Linn County Road Department

<u>NAME</u>	<u>COMPANY</u>	<u>PHONE</u>	<u>EMAIL</u>
Daineal Malone	Linn County	541-967-3919	dmalone@co.linn.or.us
Jim Ableman	LCRD	'	jablemen@aol.com
Jim Desmond	LCRD	503-437-5041	
Scott MacLean	LCRD	503-881-4940	smaclea@co.linn.or.us
Dan Leard	LCRD	541-967-3919	dleard@co.linn.or.us
COLUIE TANGEN	DEA	541-990-5556	CLTAC@DEALINC.COM
Donna Finze	ODOT-ENV.	503-986-2829	Donna.L.Finze@odot.state.or.us
SUE CHAMBLIN	DEA	503-956-1367	smch@dealinc.com
TOM CASEY	LCSD	541-967-3857	tcasey@co.linn.or.us
Chuck Gibbs	Linn.Co. Surveyor	'	cjgibbs@co.linn.or.us
Kevin Groom	LCRD	541-967-3919	kgroom@co.linn.or.us
Michael Starnes	ODOT	503-986-6920	michael.s.starnes@odot.state.or.us
LEE CRONMILLER	ODOT	503-986-2779	LEE.M.CRONMILLER@
Charles (Karl)	LCRD	541-967-3919	cknoll@co.linn.or.us
TOM AYRES	TOM AYRES Ben Contender	541-388-7176	TAAyres@aol.com

Preconstruction Conference *Minutes*

Hamilton Creek (Upper Berlin Drive) Bridge

Time: 10:00 a.m., Tuesday, July 30, 2013

Place: Linn County Road Department
located at 3010 Ferry Street SW, Albany, OR

Attendance List Circulated - *Attendee list was distributed*

Introductions

Linn County Road Department: Office: (541) 967-3919 Fax: (541) 924-0202
3010 Ferry St. SW, Albany, OR 97322

Kevin Groom, PE, Project Engineer <i>(Present)</i>	Cell: (541) 868-5478
Chuck Knoll, PE, County Engineer <i>(Present)</i>	Cell: (541) 231-8433
Daineal Malone, PE, Project Manager <i>(Present)</i>	Cell: (541) 974-5995
Scott MacLean, Inspector <i>(Present)</i>	Cell: (503) 881-4940
Dan Leard, Inspector <i>(Present)</i>	Cell: (541) 979-3702
Wayne Mink, Bridge Maintenance Supervisor	Cell: (541) 619-0651
Ron Dunaway, Road Maintenance Supervisor	Cell: (541) 409-2700
Jim Ableman, Road Maintenance Manager <i>(Present)</i>	Cell: (541) 760-1197
Darrin Lane, Roadmaster	Ph: (541) 967-3919

Construction Inspection Support:

Connie Tangen, David Evans and Associates <i>(Present)</i>	Cell:(541) 990-5556
Sue Chamblin, David Evans and Associates <i>(Present)</i>	Cell:(503) 956-1367
Cyndi Twite, QCCS, David Evans and Associates	Cell: (503) 302-8127

Prime Contractor: Office: (541) 388-7176 Fax: (541) 383-1834
Tom Ayres General Contractor, Inc.
PO Box 965, Bend, OR 97709

Tom Ayres <i>(Present)</i>	Ph: (541) 388-7176
<i>Tom Ayres</i> , Safety Manager	<i>Ph: (541) 388-7176</i>
<i>Tom Ayres</i> , On-Site Superintendent	<i>Ph: (541) 388-7176</i>
24 Hour Emergency Contact: <i>Tom Ayres</i>	<i>Ph: (541) 388-7176</i>

Oregon Department of Transportation / Representatives:

Lee Cronemiller, Local Agency Liaison <i>(Present)</i>	Ph: (503) 986-2779
John Johnson, Local Agency Liaison	Ph: (503) 986-5834
Michael Starnes, Local Agency Liaison <i>(Present)</i>	Ph: (503) 986-6920
Donna Hinze, Environmental Coordinator <i>(Present)</i>	Ph: (503) 986-2829
Kurt Roedel, Archaeologist	Ph: (503) 986-6571
Paul Joiner, Civil Rights Field Coordinator	Ph: (503) 986-2834
Dustin Woods, FHWA	Ph: (503) 316-2557

Completion Date: November 30, 2013

Date of Notice to Proceed: No work shall commence until notice to proceed has been issued. *Notice to Proceed has been issued.*

Control of Work - 00150

- The Contractor is responsible for preserving all survey stakes and monuments.
- Survey stakes or monuments that are destroyed shall be replaced by the Contractor at no cost to the County
- The County will maintain on-the-job inspection personnel (DEA will assist with inspection under contract with Linn County)
- The Contractor will provide, at the work location, qualified supervisory personnel, to be on site during all work activity
- All work that is to be later concealed by other work shall have the necessary inspection completed prior to concealment
- Rejection of Equipment - Section 00120.15 of the General Provisions.
- Contractor is responsible for calling for utility locates prior to construction. The following utilities have facilities within the project limits.
 - a. Consumers Power
 - b. CenturyLink
- Phone line attached to existing bridge has been removed and offset on supports.

Source of Materials - 00160

- Source must be approved by the Engineer before incorporating into the project.
- ODOT QPL

Quality of Materials - 00165

- Distribute Q&Q Guide *-Q&Q distributed*
- Field Tested Materials
 - ODOT Manual of Field Test Procedures -Cindy Twite, DEA will be the acting QCCS for MFTP materials.
 - FEI will be the Independent Assurance (IA) for the MFTP materials.
 - Material Source Suppliers - must be approved
 - Mix Designs (concrete and MHMAC) - must be approved
 - Submit material testing documents
- Non-Field Testing Materials
 - ODOT Manual of Non-Field Test Procedures
 - ODOT QPL
 - Quality Compliance Documents required **prior to installation**
- "Buy America" - Submit CMO's.

Legal Relations and Responsibilities - 00170

- Contractor has a current Public Works Bond
- Safety, Health and Sanitation Provision

- Contractor shall provide and maintain a portable toilet at the project site
- Minimum Wage and Overtime Rates:
 - 25% Retainage until contractor complies with provisions of ORS 279C.800-870, and Oregon Laws 2005, Chapter 360 (Senate Bill 477). *“Documents establishing those conditions ... are included in the contract.”*
- Labor Compliance - Federal Aid Project (FHWA-1273, 00170.65)
- Determine location for Posters *-located on lid of job box*
- Identify work week *-5 days a week (M-F), 8 hours a day*
- Weekly Certified Payrolls (Form WH-38)
 - Agency will retain 25% of any amount earned until the Contractor submits certified payrolls
 - Contractor shall retain 25% of any amount earned until the first tier subcontractor submits certified payrolls
 - BOLI rates apply for this project (Local Road)
 - Contractor to submit Request for Release of Retainage for Subcontract Work (Form 734-2510)
- Affirmative Action / Equal Employment Opportunity
 - Monthly Employment Utilization Reports, eMEUR (Form 731-0668)
 - Required by the 5th of the month (Contractor and Subs)
- Disadvantaged Business Enterprise
 - DBE goal = 0%
 - DBE Work Plan Proposal Form (Form 734-2165A)
 - Submit for any DBE Firm *-will be using A+ Flagging and Anderson's Erosion Control*
- Contractor shall provide industrial accident protection for all persons employed on the work to be done under contract

Prosecution and Progress - 00180

- Subcontracting
 - Request for Subcontract Consent (Form 734-1964) Subcontractor cannot do work on project until approved.
 - Contractor to submit Monthly Summary Report of Subcontractors Paid (Form 734-2722)
- Contractor will provide a revised schedule, as needed, to allow five business days notice of changes
 - Time intervals (start and completion date) expected for each stage of construction, including expected hours of operation
- Hours of operation will be from 7:00 a.m. to 8:00 p.m. on weekdays and 8:00 a.m. to 8:00 p.m. on Saturdays. No work will be allowed on Sundays or legal Holidays
- Contractor will notify property owners, in writing, 24 hours in advance if deviating from the latest schedule
- Review Construction Schedule *-Tom went over schedule*

- Inclement weather encountered will not be considered a reason for further time extension to complete any of the remaining work after the completion date

Payment - 00195

- Monthly Progress Pay Estimates
 - Cut-off date is the end of the month. After receipt of Contractor's Certified Payrolls, Linn County will process pay estimate (2 weeks).
 - Payment through the last day of the month (checks mailed ~1.5 weeks after Contractor Certified Payrolls Received)
 - Materials will not be installed or paid for until certification and / or test results are submitted. **No Quality Documents, No Payment**
- No pay item qualify for fuel escalation/de-escalation
- No pay item qualify for Steel escalation/de- escalation
- 5% retainage on progress payments

Disagreements, Protests and Claims - 00199

- Resolve at the lowest level (Inspectors, PM)
- If unable to resolve, follow procedures outlined in Section 00199, a written Notice of Potential Claim required

Accommodations for Public Traffic - 00220

- Upper Berlin Drive will remain open during construction
- Closure notifications (Section 00220.03(b))
- Submit stamped loading calculations and data (30) calendar days before loading if bridge will be loaded in excess of **50** tons. (Section 00220.45)

Work Zone Traffic Control- 00225

- TOD or business logo signs (Section 225.05(b)) *already submitted*
- Prepare and submit Daily Traffic Control Report, Form 734-2474 (Section 225.60)

Erosion and Sediment Control - 00280

- Type 8 sediment barriers , 12" diameter filter socks
- Subject to change based on conditions encountered in the field
- Discussion about erosion control (*NW* of bridge, install EC at beginning of construction)

Environmental Protection - 00290

- Staging area is approved on gravel and paved areas of Upper Berlin Drive. (Section 290.10)
 - Restore site
- Regulated work area is designated below 280 feet elevation

- In water work period June 1 to October 15
- Linn County has contract with APHIS for migratory bird monitoring
- Provide adequate work containment.
 - Submit Work Containment Plan (28) Calendar days prior to mobilization for the removal of the existing structure ~~and the cast-in-place deck pour~~
 - Notify PM (10) Calendar days before beginning WCS construction activities
- Sensitive cultural site.
 - Designated work area to be delineated with orange mesh fencing, or pedestrian fencing (Section 290.51)

Paint and Painted Materials - 00296

- Test paint on existing bridge railing during removal
 - If lead found, follow requirements of Section 00296

Construction Surveying - 00305

- Professional Land Surveyor must be licensed in the State of Oregon
- Construction stake at 25 foot intervals on curves and 50 foot intervals on tangents
- Submit slope stake field notes
- Submit diary at project completion

Removal of Structures and Obstructions - 00310

- Payment will not be made for asphalt removed on existing bridge (Section 00310.92)

Earthwork - 00330

- Excavation measurement

Bridge Removal - 00501

- No temporary supports made from below ordinary high water elevation
- Bridge removal plan to be submitted to County 21 days prior to start of bridge removal.

Structure Excavation and Backfill - 00510

- Submit the Shoring Design Checklist according to (00510.04)
- Shoring Plans and Calculations to be stamped and signed by a Professional Engineer licensed in the state of Oregon *-will be using McGee Engineering*

Driven Piles – 00520

- Submit Pile Driving Equipment Data Form and WEAP analysis at least 14 days prior to driving piles (Section 00520.20) *-already submitted*

Structural Concrete - 00540

- Submit the Falsework Design Checklist according to (00540.41(a))

Precast Prestressed Concrete Members - 00550

- Make allowances for staged construction
- *Access holes are not to be grouted*

Spray Waterproofing Membrane - 00592

- Fabric waterproofing membrane no longer accepted
- Use spray waterproofing membrane from ODOT QPL
- 75% withheld until warranty is received

Aggregate Base - 00640

- May use *1"-0* or 3/4" crushed quarry rock
- Must be from approved source
- *Discussed quarry locations - Knife River quarry in Lebanon*

Minor Hot Mixed Asphalt Concrete (MHMAC) Pavement - 00744

- Level 3, 1/2" dense graded design
- Must have approved mix design

Stormwater Control Facility - 01092

- To be constructed prior to ground disturbance activities (northwest).

Additional Comments

- Contractor to complete Contractor Evaluation (Form 734-2469A) *@ completion*

QUALITY & QUANTITY GUIDE for HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

Project No. CB0809

Contract No. 2013-

ODOT KEY NO. 14787

FEDERAL AID NO. BRO-C043(026)

ABBREVIATIONS

T = TEST RESULTS CERTIFICATION	U/M = UNIT OF MEASURE	QPL = QUALIFIED PRODUCTS LIST
F = FIELD INSPECTION REPORT (FIR)	QTY = QUANTITY	B = BLUE SHEET
O = CERTIFICATE OF MATERIALS ORIGIN (CMO)	AS = APPROVED SOURCE/SUPPLIER	FTMAG = FIELD TEST MATERIAL ACCEPTANCE
Q = QUALITY COMPLIANCE CERTIFICATE	W = WARRANTY	NTR = NO TEST/CERT REQUIRED
E = EQUIPMENT LIST AND DRAWINGS / PROCEDURE	L = ODOT MATERIALS LAB or INSPECTION REPORT	P = PROOF OF LICENCE/CERTIFICATION OR APPRENTICE APPLICATION

SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
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TEMPORARY FEATURES AND APPURTENANCES

210	01	MOBILIZATION	LS	ALL	NTR	PAY: 50% AT 5% COMPLETE, 100% AT 10% COMPLETE
225	02	WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	ALL	NTR	PAY: PROPORTIONAL TO % OF CONTRACT COMPLETED. CONTRACTOR TO PROVIDE DAILY TR&DT REPORT
225	03	TEMPORARY SIGNS	SQFT	160.5	F, NTR	PAY: AT LEAST TO THE NEAREST 0.1 SF. USE FROM QPL
225	04	TEMPORARY CONCRETE BARRIER, REFLECTORIZED	FOOT	287.5	F, O, (PRECAST)	PAY: AT LEAST TO THE NEAREST 0.1 FT (12'-7" TIMES NUMBER OF SECTIONS) FROM ODOT APPROVED MANUFACTURER LISTED UNDER NFTMAG 00820
		-Grout			F, Q	PORTLAND CEMENT GROUT
		-Hardware			T, F, O, Q	"T" IS FROM HARDWARE MANUFACTURER, "Q" IS FROM GALVANIZER
		-Barrier from different project			NTR	
225	05	TEMPORARY IMPACT ATTENUATOR	EACH	24	F, NTR	PAY: EACH. USE FROM QPL "A" OR "Q" LIST
225	06	SURFACE MOUNTED TUBULAR MARKER	EACH	40	F, NTR	PAY: EACH. USE FROM QPL "A" OR "Q" LIST
225	07	TEMPORARY STRIPING	SQFT	24.0	F, NTR	PAY: AT LEAST TO THE NEAREST 0.1 SF. USE FROM QPL "A" OR "Q" LIST
226	08	PORTABLE TRAFFIC SIGNAL	EACH	2	F, NTR	PAY: EACH. USE FROM QPL "A" OR "Q" LIST
225	09	FLAGGERS	HOUR	160.0	NTR	PAY: NEAREST 1/2 HOUR, FORM 734-3955. NEED JUSTIFICATION FOR OVERRUN
280	10	EROSION CONTROL	LS	ALL	NTR	PAY: 25% WHEN ESCP ACCEPTED, 50% AT 50% COMPLETE, 75% @ 75% AND 100% @ 100%. CONTRACTOR TO PROVIDE WEEKLY EROSION CONTROL REPORT FORM 734-2361 OR AFTER STORM EVENT OF 0.25 IN. IN 24-Hr
280	11	SEDIMENT BARRIER	FT	696.0	F, NTR	PAY: AT LEAST THE NEAREST 0.1 FT. USE FROM QPL "A" OR "Q" LIST
280	12	POLLUTION CONTROL PLAN	LS	ALL	NTR	PAY: 20% WHEN PCP ACCEPTED, 40% AT 30% COMPLETE, 60% @ 60%, 90% @ 90% AND 100% @ 100%
290	13	WORK CONTAINMENT PLAN AND SYSTEM	LS	ALL	NTR	PAY: 20% WHEN WCP ACCEPTED, 40% AT 30% COMPLETE, 60% @ 60%, 80% @ 90% AND 100% @ 100% (Per 290.90)

QUALITY & QUANTITY GUIDE for HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

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SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
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ROADWORK

305	14	CONSTRUCTION SURVEY WORK	LS	ALL	NTR	PAY: PROPORTIONAL TO % OF ITEM COMPLETED. FURNISH FINAL COPY OF DIARY AT PROJECT COMPLETION. FURNISH SLOPE STAKE FIELD NOTES
310	15	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	ALL	NTR	PAY: PROPORTIONAL TO % OF ITEM COMPLETED
310	16	REMOVAL OF SURFACINGS	SOYD	1,128.3	F, NTR	PAY: AT LEAST TO THE NEAREST 0.1 SY.
310	17	ASPHALT PAVEMENT SAW CUTTING	FOOT	50.0	F, NTR	PAY: AT LEAST TO THE NEAREST 0.1 FOOT. (IF DEPTH IS GREATER THAN 8 INCHES, ADJUST LENGTH BY CONVERTING TO AN EQUIVALENT NUMBER OF FEET ON A PROPORTIONATE LENGTH BASIS. (00310.80)
320	18	CLEARING AND GRUBBING	LS	ALL	NTR	PAY: PROPORTIONAL TO % OF ITEM COMPLETED
330	19	GENERAL EXCAVATION	CUYD	450.0	F	PAY: AT LEAST TO THE NEAREST 0.1 CY. FORM 734-1368 AND FORM 734-3468FC.
		-Establishing maximum density			QC-T199, T85 (1/SOIL TYPE) AND T272. IA- (1/PROJECT)	FORM 734-1368 AND FORM 734-3468FC.
		-Compaction (deflection)			QC-TM158 (1/YD IN DEPTH)	FORM 734-1793S
		-Compaction (nuclear gauge, coarse particle correction, deflection)			QC-T310, T224, TM158 (1/1000 SY. IA-(10% OF REQUIRED QC)	FORM 734-1793S
350	20	SUBGRADE GEOTEXTILE	SOYD	1,448.0	F, Q(LEVEL B)	PAY: AT LEAST TO THE NEAREST 0.1 SY.
350	21	RIP RAP GEOTEXTILE, TYPE 1	SOYD	7.1	F, Q(LEVEL B)	PAY: AT LEAST TO THE NEAREST 0.1 SY.
390	22	LOOSE RIP RAP, CLASS 50	CUYD	2.0	F, FTMAG	PAY: AT LEAST TO THE NEAREST 0.1 SY.
		-Gradation			AS, VISUAL	
		-Degredation, soundness			MUST MEET 00390.11(c)1	
		-Specific gravity, absorption			QC-TM208, T104	FORM 734-4000
					QC-T85	FORM 734-1825

QUALITY & QUANTITY GUIDE for HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

Project No. CB0809

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SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
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DRAINAGE AND SEWERS

480	23	DRAINAGE CURBS	FOOT	132.0	F, AS, FTMAG	PAY: AT LEAST THE NEAREST 0.1 FT
		-Dense graded HMAC mixture, level 2, 1/2" OR 3/8"			MUST MEET 00744	

BRIDGES

501	24	BRIDGE REMOVAL WORK	LS	ALL	NTR	PAY: PROPORTIONAL TO % OF ITEM COMPLETED
510	25	SHORING, CRIBBING AND COFFERDAMS	LS	ALL	NTR	PAY: PROPORTIONAL TO % OF ITEM COMPLETED. SUBMIT SHORING DESIGN CHECKLIST IN SECTION 00510
510	26	STRUCTURE EXCAVATION	LS	ALL	NTR, VISUAL	PAY: PROPORTIONAL TO % OF ITEM COMPLETED
510	27	GRANULAR WALL BACKFILL (OPEN GRADED AGGREGATE)	CUYD	56.0	FTMAG, QC-T2, T27, T176, T248, T335 (1/SUBLOT)	PAY: AT LEAST TO THE NEAREST 0.1 CY. FORM 734-1792. REQUEST SMALL QUANTITY ACCEPTANCE FOR AGG. PRODUCTION
		-Product compliance			QC-T96, TM208 (1/SOURCE) QA-PM SUBMIT TO LAB	FORM 734-4000
520	28	FURNISH PILE DRILLING EQUIPMENT	LS	ALL	F, MUST MEET 00520.20(d)	PAY: 75% WHEN EQUIPMENT IS FURNISHED AND DRIVING AND 100% ON DRIVING COMPLETION AND EQUIPMENT REMOVED
520	29	FURNISH HP14x89 STEEL PILES	FOOT	204	T, F, O	PAY: AT LEAST THE NEAREST FOOT. "T" FROM STEEL MANUFACTURER. INCLUDE PILE MARKINGS ON FIR.; HEAT NO. LOT NO. AASHTO DISIGNATION, GRADE, BRAND, QUANTITY AND SUBMIT COPIES TO ODOT LAB FOR REVIEW AND WRITTEN APPROVAL.
520	30	DRIVE HP14x89 STEEL PILES	EACH	12	F	PAY: EACH. RECORD IN PILE LOG
520	31	HP14x89 STEEL PILE SPLICES	EACH	6	F, E, P	PAY: EACH. "P" IS WELDER CERT, PROCEDURE SPECS AND PROCEDURE QUALIFICATIONS PRIOR TO WELDING. SUBMIT WELDING INSPECTION REPORT UPON COMPLETION.
520	32	HP14x89 STEEL PILE REINFORCED TIPS	EACH	12	T, F, O	PAY: EACH. "T" IS PILE TIP MANUFACTURER. USE FROM QPL "A" OR "Q" LIST. VERIFY HEAT # ON "T" MATCHES ACTUAL TIP AND RECORD ON FIR
530	33	REINFORCEMENT	LS	ALL	F, O, Q	PAY: AT LEAST TO THE NEAREST POUND. "Q" FROM VISUAL VERIFICATION OF MANUFACTURERS ID MARKING ROLLED INTO BAR. RECORD ON FIR

QUALITY & QUANTITY GUIDE for HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

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SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
530	33 Cont.	-Mechanical splices			F, O, Q, L	"Q" FROM SPICE MANUFACTURER. "I" FIELD SUBMITS 3 INSTALLATION QUALIFICATION SAMPLES FOR TECH CERTIFICATION AND 1 QC SAPMILE FOR EACH 100 SPLICES TO LAB. SUBMIT 8' SAMPLES PER 00530. SPICE MATERIAL FROM QPL
		-Welded splices			F, E, P	"P" IS WELDER CERT PRIOR TO WELDING. SUBMIT WELDING INSPECTION REPORT.
540	34	GENERAL STRUCTURAL CONCRETE, CLASS 3300	CUYD	42.0	F, FTMAG	PAY: AT LEAST THE NEAREST 0.1 CY
		-Aggregate Production - sampling, reducing, sieve analysis, fineness modulus, wood particles, sand equivalent			QC-TM225, T2, T11, T27, T176, T248, (1 AT START OF PRODUCTION AND 1/SUBLOT)	FORM 734-1792
		-Aggregate Production - soundness, abrasion, degradation, lightweight pieces, organics			QC-TM208, T21, T96, T104, T113, QA-APPROVED SOURCE. PM SUBMIT TO LAB	FORM 734-4000
		-Aggregate Production - dry rodded unit weight, bulk specific gravity & absorption			QC-T84, T85, QA-1 AT START OF PRODUCTION AND CHANGED SOURCE	FORMS 734-1825, 734-1825C
		-Portland cement concrete			QC-TM2, T22, T23, T119, T121, T152, T309, QA-1 SET PER DAY (1 SET = 4 CYLINDERS). QA-PM TEST	FORMS 734-3573WS, 734-4000C
		-Portland cement			L	USE FROM QPL "A" OR "Q" LIST. "L" IS ODOT MIX DESIGN.
		-Fly Ash			L	USE FROM QPL "A" OR "Q" LIST. "L" IS ODOT MIX DESIGN.
		-Admixtures			L	USE FROM QPL "A" OR "Q" LIST. "L" IS ODOT MIX DESIGN.
		-Mixing water			MUST MEET 02020	
		-Curing materials-Liquid compounds			F, L	USE FROM QPL "A" OR "Q" LIST. PM SUBMIT ONE-QUART SAMPLE OF EACH LOT # TO LAB FOR APPROVAL PRIOR TO USE
		-Curing materials-Polyethylene films			F, Q	"Q" IS FROM MANUFACTURER

QUALITY & QUANTITY GUIDE for HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

Project No. CB0809

Contract No. 2013-

ODOT KEY NO. 14787

FEDERAL AID NO. BRO-C043(026)

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SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
545	35	REINFORCED CONCRETE END PANELS	SQYD	145	F, MUST MEET 00545	PAY: AT LEAST THE NEAREST 0.1 SY
		-Aggregate Production - sampling, reducing			QC-T2, T248, (AT START OF PRODUCTION AND 1/SUBLOT). IA-(10% OF REQUIRED QC)	
		-Aggregate Production - sieve analysis, fineness modulus, wood particles, sand equivalent			QC-T11, T27, T176, TM225 (AT START OF PRODUCTION AND 1/SUBLOT). IA-(10% OF PREQUIRED QC)	FORM 734-1792
		-Aggregate Production - soundness, abrasion, degradation, lightweight pieces, organics			QC-TM208, T21, T96, T104, T113. IA- APPROVED SOURCE	FORM 734-4000
		-Aggregate Production - dry rodded unit weight, bulk specific gravity & absorption			QC-T84, T85 (AT START OF PRODUCTION AND CHANGED SOURCE)	FORMS 734-1825, 734-1825C
		-Portland cement			F, Q	USE FROM QPL "A" OR "Q" LIST
		-Fly Ash			F, Q	USE FROM QPL "A" OR "Q" LIST
		-Admixtures			F, Q	USE FROM QPL "A" OR "Q" LIST
		-Mixing water			MUST MEET 02020	
		-Portland cement concrete - sampling, air content, slump, temperature, density, yield, w/c ratio, strength			QC-TM2, T22, T23, T119, T121, T152, T309, (1 SET PER DAY) (1 SET = 4 CYLINDERS). IA - (1/CLASS)	FORMS 734-3573WS OR 734-4000C
		-Curing materials-Liquid compounds			F, L, Q	USE FROM QPL "A" OR "Q" LIST. PM SUBMIT ONE-QUART SAMPLE OF EACH LOT # TO LAB FOR APPROVAL PRIOR TO USE
		-Curing materials-Polyethylene films			F, Q	"Q" IS FROM MANUFACTURER
		-Bar reinforcement			F, O, Q	"Q" FROM VISUAL VERIFICATION OF MANUFACTURERS ID MARKING ROLLED INTO BAR. RECORD ON FIR

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SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
545	35 Cont.	-Dowels -Expansion Joints			F, O, Q F, Q	"Q" FROM STEEL MANUFACTURER SEE NTMAG FOR TYPE USED
550	36	30 INCH PRECAST PRESTRESSED BOX BEAMS -Cement -Modifiers -Admixtures -Curing materials-Liquid compounds -Curing materials-Polyethylene films -High strength anchor bolts, tie rods, nuts and washers -High strength bolts, nuts and washers	FOOT	687.0	T, F, O, Q, L, FTMAG F, Q F, Q F, Q F, L, Q F, Q T, F, O, Q, L	PAY: AT LEAST TO THE NEAREST FOOT. "T" IS FROM STEEL MANUFACTURER. "L" COVERS STRAND, HARDWARE, AND CONCRETE IN PRECAST UNITS. LAB WILL PERFORM INSPECTIONS ON MATERIALS AND FABRICATION. "Q" IS FABRICATOR CERTIFICATION 00550.05 USE FROM QPL "A" OR "Q" LIST USE FROM QPL "A" OR "Q" LIST USE FROM QPL "A" OR "Q" LIST USE FROM QPL "A" OR "Q" LIST USE FROM QPL "A" OR "Q" LIST "Q" IS FROM MANUFACTURER "T" IS FROM MANUFACTURER. "Q" IS FROM THE GALVANIZER, SAMPLE AND TEST ACCORDING TO 02560.60. SUBMIT BY LOT TO LAB "Q" IS FROM MANUFACTURER "T" IS FROM MANUFACTURER. "Q" IS FROM THE GALVANIZER, SAMPLE AND TEST ACCORDING TO 02560.60. SUBMIT BY LOT TO LAB "T" IS FROM MANUFACTURER. "Q" IS FROM THE GALVANIZER, SAMPLE AND TEST ACCORDING TO 02560.60. SUBMIT BY LOT TO LAB. ROCAP TEST BY BOLT FABRICATOR AND IN FIELD
587	37	2-TUBE STEEL RAIL, SIDE MOUNTED -Fabricated steel items -steel tubing, steel, pipe, posts -paint (steel coating) -Incidentals (plates, caps, bolts, nuts, misc pieces) -Galvanizing	LS	ALL	F, FTMAG T, F, O, Q F, O, Q T, F, Q, L F, O, Q F, Q	PAY: PROPORTIONAL TO % OF ITEM COMPLETED "T" FROM STEEL MANUFACTURER "Q" FROM MANUFACTURER MUST MEET 00594.11. SUBMIT SAMPLES TO LAB. RECORD MANUFACTURERS NAME, EXACT COATING NAME, BATCH NUMBER AND DATE ON FIR "Q" FROM STEEL ITEM MANUFACTURER

QUALITY & QUANTITY GUIDE for HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

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SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
592	38	WARRANTED SPRAY WATERPROOFING MEMBRANE	SQFT	2,750.0	F, Q, W	PAY: AT LEAST THE NEAREST 0.1 SQFT. "Q" IS FROM MANUFACTURER. USE FROM QPL "A" OR "Q" LIST. 2-YEAR WARRANTY REQUIRED.

BASES

640	39	AGGREGATE BASE, 1" -0	TON	1,461.6	F, VISUAL, AS	PAY: AT LEAST TO THE NEAREST 0.01 TON PER TICKET
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WEARING SURFACES

744	40	LEVEL 3, 1/2" DENSE GRADED MHMAC MIXTURE	TON	517.0	F, APPROVED MIX. MAY REQUEST SMALL QUANTITY ACCEPTANCE	PAY: AT LEAST TO THE NEAREST 0.01 TON (PER TICKETS & 00190.10) & 2 TAPES FROM 10 KEY WITH 2 INDEPENDENT SIGNATURES. MEET 00744.16 (SP)			
							-Calibrate incenerator	QC-TM323 (1/JMF)	FORM 734-23271C
							-Asphalt content	QC-T308 (1/DAY)	FORM 734-2277
							-Gradation - sieve analysis	QC-T30 (1/SUBLOT)	FORM 734-2277
							-Moisture	QC-T329 (1/SUBLOT)	FORM 734-2277
							-Specific gravity	QC-T209 (1/DAY)	FORM 734-2050
							-Asphalt cement	QC-T40 QA (1/SUBLOT)	FORM 734-4000
							-Track coat	F, Q	Q IS LISTED ON ASPHALT INVOICE
							-Compaction	QC-TM8, QA (1/DAY)	FORM 734-1793A
							-Specific gravity	QC-TM305 (1/DAY)	FORM 734-2050

PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

810	41	GUARDRAIL, TYPE 2A	FOOT	50.0	F, O, Q	PAY: AT LEAST TO THE NEAREST 0.01 FT. "Q" IS VISUAL VERIFICATION OF AASHTO M180 CLASS A, TYPE II STAMP. RECORD ON FIR. "Q" FROM GALVANIZER			
							-Metal posts	F, T, O, Q	"T" FROM STEEL MANUFACTURER. "Q" FROM GALVANIZER
							-Wood posts and blocks	F	USE FROM LIST IN NTMAG SECTION 00810
810	42	GUARDRAIL ANCHORS, TYPE 1 MODIFIED	EACH	4	F, O, Q, L	PAY: EACH. "L" PM WILL SUBMIT ONE CABLE ASSEMBLY PER PROJECT OR PER MANUFACTURER TO LAB FOR TESTING. "Q" IS FROM GALVANIZER			

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SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
810	43	GUARDRAIL TRANSITION	EACH	4	F, O, Q	PAY: EACH. "Q" IS VISUAL VERIFICATION OF AASHTO M180 CLASS A, TYPE II STAMP. RECORD ON FIR. "Q" FROM GALVANIZER
810	44	GUARDRAIL CONNECTIONS	EACH	4	F, O, Q	PAY: EACH. "Q" IS VISUAL VERIFICATION OF AASHTO M180 CLASS A, TYPE II STAMP. RECORD ON FIR. "Q" FROM GALVANIZER
810	45	GUARDRAIL TERMINALS, FLARED, TEST LEVEL 3	EACH	2	F, O, Q	PAY: EACH. USE FROM QPL "A" OR "Q" LIST
810	46	GUARDRAIL TERMINALS, FLARED, TEST LEVEL 3	EACH	2	F, O, Q	PAY: EACH. USE FROM QPL "A" OR "Q" LIST
860	47	PAVEMENT LINE REMOVAL	FOOT	50	NTR	PAY: NEAREST 0.1 FOOT
860	48	LOGITUDINAL PAVEMENT MARKINGS, PAINT	FOOT	1,070.0	F, Q	PAY: AT LEAST THE NEAREST FOOT. USE FROM QPL "A" OR "Q" LIST.
		-Reflective elements, glass beads			F, Q	USE FROM QPL "A" OR "Q" LIST

PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS

940	49	TYPE "O" SIGNS IN PLACE	SQFT	12.0	F	PAY: AT LEAST THE NEAREST 0.1 SF. FINISHED SIGNS WITH ODOT STICKER SEE NTMAG SECTIO 00940 IF NO STICKER AFFIXED
		-Hardware			F, O, Q	"Q" IS FROM MANUFACTURER AND GALVANIZER

RIGHT-OF-WAY DEVELOPMENT AND CONTROL

1030	50	SEEDING MOBILIZATION	LS	ALL	NTR	PAY: PROPORTIONAL TO % OF ITEM COMPLETED
1030	51	PERMANENT SEEDING	ACRE	0.1	F	PAY: AT LEAST TO THE NEAREST 0.01 ACRE (PAY 70% AT INITIAL PLANTING, PAY 100% AFTER 45-DAY SEED ESTABLISHMENT IS COMPLETE)
		-Seed			T, F	"T" PER 1030.13 AND TO BE WITHIN PAST 18 MONTHS, NOTE LOT# ON FIR
		-Fertilizer			F, Q	"Q" FROM MANUFACTURER
		-Mulch			F, Q	HYDROMULCH FROM QPL "A" OR "Q" LIST
		-Tracker			F, Q	"Q" FROM MANUFACTURER
		-Seeding establishment period			F, Q	"Q" FOR RESEEDING DURING THE SE PERIOD, DOCUMENT CONDITION ON FIR AT FINAL ACCEPTANCE

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SEC	ITEM	ITEM DESCRIPTION	U/M	QTY	QUALITY	QUANTITY & REMARKS
1092	52	STORMWATER FACILITY	LS	ALL	F	PAY: PROPORTIONAL TO % OF ITEM COMPLETED
		-Water Quality seeding			T, F	"T" PER 1030.13 AND TO BE WITHIN PAST 18 MONTHS, NOTE LOT# ON FIR
		-Blended compost and topsoil mixture			T, F, Q	"T" IS STA LAB ANALYSIS. "Q" IS DEQ PERMIT OR REGISTRATION OF COMPOST PRODUCER
		-Drainage geotextile, Type 1			F, Q (LEVEL B)	
		-Swale liner			F, Q	USE FROM QPL "A" OR "Q" LIST
		-Check Dam			F, Q	USE FROM QPL "A" OR "Q" LIST

NOTE: THIS GUIDE HAS BEEN APPROVED TO ASSIST THE CONTRACTOR IN COMPLYING WITH DOCUMENTATION REQUIRED FOR ACCEPTANCE OF MATERIALS ON THIS LINN COUNTY CONSTRUCTION PROJECT. IT DOES NOT RELIEVE THE USER OF REQUIREMENTS SPECIFIED IN THE SOURCE CONSTRUCTION PROJECT DOCUMENTS.



LINN COUNTY MONTHLY PAYMENT ESTIMATE

PROJECT: HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE

CONTRACTOR: Tom Ayres General Contractor, Inc., PO Box 965, Bend, OR 97709

Est No. 5

CONTRACT DATE: July 24, 2013

DATE: January 7, 2014

PAY PERIOD FROM: December 1, 2013

TO: December 31, 2013

PROJECT NO. CB0809

CONTRACT NO. 2013-182

Item	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT		AMENDMENT		PREVIOUS		CURRENT		COMPLETE TO DATE		REMAINING	
				QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
1	Mobilization	LS	36,971.14	All	\$ 36,971.14	0	\$ -	1	\$ 36,971.14	0	\$ -	1	\$ 36,971.14	0	\$ -
2	Work Zone Traffic Control, Complete	LS	2,500.00	All	\$ 2,500.00	0.25	\$ 625.00	1	\$ 2,500.00	0.25	\$ 625.00	1.25	\$ 3,125.00	0	\$ -
3	Temporary Signs	SQFT	10.00	160.5	\$ 1,605.00	37.5	\$ 375.00	198.0	\$ 1,980.00	0	\$ -	198.0	\$ 1,980.00	0	\$ -
4	Temporary Concrete Barrier, ReflectORIZED	FOOT	35.00	287.5	\$ 10,062.50	2.3	\$ 80.50	289.8	\$ 10,143.00	0	\$ -	289.8	\$ 10,143.00	0	\$ -
5	Temporary Impact Attenuator	EACH	65.00	24	\$ 1,560.00	0	\$ -	24	\$ 1,560.00	0	\$ -	24	\$ 1,560.00	0	\$ -
6	Surface Mounted Tubular Markers	EACH	45.00	40	\$ 1,800.00	0	\$ -	40	\$ 1,800.00	0	\$ -	40	\$ 1,800.00	0	\$ -
7	Temporary Striping	SQFT	2.49	24.0	\$ 59.76	0	\$ -	24.0	\$ 59.76	0	\$ -	24.0	\$ 59.76	0	\$ -
8	Portable Traffic Signal	EACH	5,750.00	2	\$ 11,500.00	0	\$ -	2	\$ 11,500.00	0	\$ -	2	\$ 11,500.00	0	\$ -
9	Flags	HOURL	45.00	160.0	\$ 7,200.00	0	\$ -	158.0	\$ 7,110.00	0	\$ -	158.0	\$ 7,110.00	2.0	\$ 90.00
10	Erosion Control	LS	1,000.00	All	\$ 1,000.00	0	\$ -	0.75	\$ 750.00	0	\$ -	0.75	\$ 750.00	0.25	\$ 250.00
11	Sediment Barrier	FOOT	3.50	696.0	\$ 2,436.00	-146.0	\$ (511.00)	550.0	\$ 1,925.00	0	\$ -	550.0	\$ 1,925.00	0	\$ -
12	Pollution Control Plan	LS	500.00	All	\$ 500.00	0	\$ -	0.80	\$ 400.00	0	\$ -	0.80	\$ 400.00	0.20	\$ 100.00
13	Work Containment Plan and System	LS	7,500.00	All	\$ 7,500.00	0	\$ -	1	\$ 7,500.00	0	\$ -	1	\$ 7,500.00	0	\$ -
14	Construction Survey Work	LS	7,500.00	All	\$ 7,500.00	0	\$ -	1	\$ 7,500.00	0	\$ -	1	\$ 7,500.00	0	\$ -
15	Removal of Structures and Obstructions	LS	1,500.00	All	\$ 1,500.00	0	\$ -	1	\$ 1,500.00	0	\$ -	1	\$ 1,500.00	0	\$ -
16	Removal of Surfacings	SQYD	5.00	1,128.3	\$ 5,641.50	169.0	\$ 845.00	1,297.3	\$ 6,486.50	0	\$ -	1,297.3	\$ 6,486.50	0	\$ -
17	Asphalt Pavement Saw Cutting	FOOT	5.00	50.0	\$ 250.00	385.0	\$ 1,925.00	435.0	\$ 2,175.00	0	\$ -	435.0	\$ 2,175.00	0	\$ -
18	Clearing and Grubbing	LS	2,500.00	All	\$ 2,500.00	0	\$ -	1	\$ 2,500.00	0	\$ -	1	\$ 2,500.00	0	\$ -
19	General Excavation	CUYD	12.00	450.0	\$ 5,400.00	35.1	\$ 421.20	485.1	\$ 5,821.20	0	\$ -	485.1	\$ 5,821.20	0	\$ -
20	Subgrade Geotextile	SQYD	1.25	1,448.0	\$ 1,810.00	-637.9	\$ (797.38)	810.1	\$ 1,012.63	0	\$ -	810.1	\$ 1,012.63	0	\$ -
21	Rip Rap Geotextile, Type 1	SQYD	10.00	7.1	\$ 71.00	8.5	\$ 85.00	15.6	\$ 156.00	0	\$ -	15.6	\$ 156.00	0	\$ -
22	Loose Rip Rap, Class 50	CUYD	100.00	2.0	\$ 200.00	3.2	\$ 320.00	5.2	\$ 520.00	0	\$ -	5.2	\$ 520.00	0	\$ -
23	Drainage Curb	FOOT	22.50	132.0	\$ 2,970.00	-10.0	\$ (225.00)	0	\$ -	122.0	\$ 2,745.00	122.0	\$ 2,745.00	0	\$ -
24	Bridge Removal Work	LS	13,500.00	All	\$ 13,500.00	0	\$ -	1	\$ 13,500.00	0	\$ -	1	\$ 13,500.00	0	\$ -
25	Shoring, Cribbing, and Cofferdams	LS	6,500.00	All	\$ 6,500.00	0	\$ -	1	\$ 6,500.00	0	\$ -	1	\$ 6,500.00	0	\$ -
26	Structure Excavation	LS	5,000.00	All	\$ 5,000.00	0	\$ -	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00	0	\$ -

Item	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT		AMENDMENT		PREVIOUS		CURRENT		COMPLETE TO DATE		REMAINING	
				QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
27	Granular Structure Backfill	LS	\$ 2,500.00	All	\$ 2,500.00	0	\$ -	1	\$ 2,500.00	0	\$ -	1	\$ 2,500.00	0	\$ -
28	Furnish Pile Driving Equipment	LS	\$ 8,500.00	All	\$ 8,500.00	0	\$ -	1	\$ 8,500.00	0	\$ -	1	\$ 8,500.00	0	\$ -
29	Furnish HP 14x89 Steel Piles	FOOT	\$ 50.00	204	\$ 10,200.00	109	\$ 5,450.00	313	\$ 15,650.00	0	\$ -	313	\$ 15,650.00	0	\$ -
30	Drive HP 14x89 Steel Piles	EACH	\$ 350.00	12	\$ 4,200.00	0	\$ -	12	\$ 4,200.00	0	\$ -	12	\$ 4,200.00	0	\$ -
31	HP 14x89 Steel Pile Splices	EACH	\$ 250.00	6	\$ 1,500.00	5	\$ 1,250.00	11	\$ 2,750.00	0	\$ -	11	\$ 2,750.00	0	\$ -
32	HP 14x89 Steel Pile Reinforced Tips	EACH	\$ 161.18	12	\$ 1,934.16	0	\$ -	12	\$ 1,934.16	0	\$ -	12	\$ 1,934.16	0	\$ -
33	Reinforcement	LS	\$ 8,243.26	All	\$ 8,243.26	0	\$ -	1	\$ 8,243.26	0	\$ -	1	\$ 8,243.26	0	\$ -
34	General Structural Concrete, Class 3300	LS	\$ 20,000.00	All	\$ 20,000.00	0	\$ -	1	\$ 20,000.00	0	\$ -	1	\$ 20,000.00	0	\$ -
35	Reinforced Concrete Bridge End Panels	SQYD	\$ 240.00	145	\$ 34,800.00	0	\$ -	145.0	\$ 34,800.00	0	\$ -	145.0	\$ 34,800.00	0	\$ -
36	30 Inch Precast Prestressed Box Beams	FOOT	\$ 255.00	687.0	\$ 175,185.00	0	\$ -	687.0	\$ 175,185.00	0	\$ -	687.0	\$ 175,185.00	0	\$ -
37	2 Tube Steel Rail, Side Mounted	LS	\$ 27,500.00	All	\$ 27,500.00	0	\$ -	1	\$ 27,500.00	0	\$ -	1	\$ 27,500.00	0	\$ -
38	Warranted Spray Waterproofing Membrane	SQFT	\$ 4.76	2,750.0	\$ 13,090.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,750.0	\$ 13,090.00
39	Aggregate Base	TON	\$ 18.50	1,461.60	\$ 27,039.60	0	\$ -	805.84	\$ 14,908.04	0	\$ -	805.84	\$ 14,908.04	655.76	\$ 12,131.56
40	Level 3, 1/2 Inch Dense Graded MHMAC	TON	\$ 76.00	517.00	\$ 39,292.00	0	\$ -	274.13	\$ 20,833.88	0	\$ -	274.13	\$ 20,833.88	242.87	\$ 18,458.12
41	Guardrail, Type 2a	FOOT	\$ 23.70	150.0	\$ 3,555.00	0	\$ -	150.0	\$ 3,555.00	0	\$ -	150.0	\$ 3,555.00	0	\$ -
42	Guardrail, Type 3a	FOOT	\$ 51.00	50.0	\$ 2,550.00	0	\$ -	50.0	\$ 2,550.00	0	\$ -	50.0	\$ 2,550.00	0	\$ -
43	Guardrail Transition	EACH	\$ 1,725.00	4	\$ 6,900.00	0	\$ -	4	\$ 6,900.00	0	\$ -	4	\$ 6,900.00	0	\$ -
44	Guardrail Terminals, Non-Flared, TL-3	EACH	\$ 2,125.00	3	\$ 6,375.00	0	\$ -	3	\$ 6,375.00	0	\$ -	3	\$ 6,375.00	0	\$ -
45	Guardrail Terminals, Flared, TL-3	EACH	\$ 1,885.00	1	\$ 1,885.00	0	\$ -	1	\$ 1,885.00	0	\$ -	1	\$ 1,885.00	0	\$ -
46	Pavement Line Removal	FOOT	\$ 3.00	50	\$ 150.00	22	\$ 66.00	0	\$ -	72	\$ 216.00	72	\$ 216.00	0	\$ -
47	Longitudinal Pavement Markings, Paint	FOOT	\$ 0.92	1,070.0	\$ 984.40	1,068.0	\$ 982.56	2,000.0	\$ 1,840.00	138.0	\$ 126.96	2,138.0	\$ 1,966.96	0	\$ -
48	Type "O" Signs In Place	SQFT	\$ 25.00	12.0	\$ 300.00	0	\$ -	0	\$ -	12.0	\$ 300.00	12.0	\$ 300.00	0	\$ -
49	Seeding Mobilization	LS	\$ 1,000.00	All	\$ 1,000.00	0	\$ -	1	\$ 1,000.00	0	\$ -	1	\$ 1,000.00	0	\$ -
50	Permanent Seeding	ACRE	\$ 7,500.00	0.1	\$ 750.00	0	\$ -	0	\$ -	0.07	\$ 525.00	0.07	\$ 525.00	0.03	\$ 225.00
51	Remove and Relocate Fence	LS	\$ 1,500.00	All	\$ 1,500.00	-1	\$ (1,500.00)	0	\$ -	0	\$ -	0	\$ -	0	\$ -
52	Stormwater Facility	LS	\$ 1,500.00	All	\$ 1,500.00	0	\$ -	0.80	\$ 1,200.00	0	\$ -	0.80	\$ 1,200.00	0.20	\$ 300.00
				Sub Total	\$ 538,970.32		\$ 9,391.89		\$ 499,179.57		\$ 4,537.96		\$ 503,717.53		\$ 44,644.68
				LESS RETAINAGE (5%)					\$ 24,958.98				\$ 25,185.88		\$ 2,232.23
				PAID TO DATE					\$ 474,220.59				\$ 476,531.65		\$ 42,412.45
				LESS AMOUNT PAID									\$ 474,220.59		
				AMOUNT DUE THIS EST.									\$ 4,311.06		

INSPECTOR'S SIGNATURE _____

ENGINEER'S SIGNATURE _____

CHANGE ORDER

Contract for: **Hamilton Creek (Upper Berlin Drive) Bridge**
 Contractor: **Tom Ayres General Contractor, Inc.**

Change Order No.: **1 (Amending 2013-182)**
 Contract Date: **July 24, 2013**

This Change Order shall become effective when it has been signed by all parties.

DESCRIPTION OF WORK	TOTAL COST
1) Bid Item No. 27, Delete the word "Wall" and replace with the word "Structure"	\$0.00
TOTAL ESTIMATED COST	\$0.00

SUMMARY:

Total Additions	\$0
Total Deductions	\$0
Net Total	\$0

STATEMENT OF ACCOUNT:

Original Contract Price	\$538,970.32
Previous Change Order No.	\$0.00
Sub-Total	\$538,970.32
This Change Order	\$0
Revised Contract Amount	\$538,970.32

The undersigned hereby agrees to make the above changes subject to the terms of this Change Order and in accordance with all applicable contract specifications.

TOM AYRES GENERAL CONTRACTOR, INC.

LINN COUNTY BOARD OF COMMISSIONERS

Signature

Chairman

Title

Commissioner

Date

Commissioner

Date

RECOMMENDED APPROVAL

Initials

Linn County (Roadmaster)

Linn County Engineer

Date

Date: September 17, 2013

Re: Hamilton Creek (Upper Berlin Drive) Bridge
Summary of Change Order

The following is a brief explanation/justification of the Change Order for the Hamilton Creek (Upper Berlin Drive) Bridge Project.

The gradation specifications for granular wall backfill is not a readily available material. The open graded granular structure backfill will meet the intended purpose of this material.

Tom Ayres General Contractor, Inc., the Linn County Project Manager and Project Engineer have mutually developed this agreement that benefits both the contractor and Linn County.

Prepared by: Daineal Malone, P.E., Project Manager

Kevin Groom, P.E. , Project Engineer

Reviewed by: Chuck Knoll, P.E., Linn County Engineer

Linn County Road Department Certified Agency Manual

Section 9

Civil Rights and DBE/EEO

CIVIL RIGHTS PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor DBE= Disadvantaged Business Enterprise Manager L= Local Liason
 OCR= Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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		PM	F, DBE, L	1 Submit Request for Goals, Form 731-0663 (include Engineers Estimate, Construction Schedule and CR)
		DBE	F, PM	2 Submit goals by email (Submitted within 3 days of receipt of above)

90% PS&E

Bid, Advertisement, Award

		PM	F, OCR, L	1 Publish goals in Bid Booklet (Send paper and electronic copy to LAL and OCR)
		OCR	F, PM	2 Notify Local Agency by email of the receipt (Within 3 days of receipt of Bid Booklet)
		PM	F, OCR, L	3 Submit Civil Rights Bid Notification for Certified Agency Projects, Form 734-2848 (Day of bid opening)
		OCR	F, OM	4 Notify Local Agency of responsiveness of Bidder (within 24 hours of receipt of Form 734-2848)
		C	F, PM	5 Receive Copy of Subcontractor Solicitation and Utilization Form sent to OCR, Form 734-2721
		PM	F, OCR	6 Submit Civil Rights Award Notification for Certified Agency Projects, Form 734-2849 (Within 3 days of sending award letter)
		PM	F, OCR, L	7 Submit copy of award letter to OCR and both LAL's
		C	PM	8 Submit DBE Commitment Certification and Utilization Form, Form 734-2785, (if goal is 0% then only fill out top and sign)
		PM	F, OCR	9 Submit DBE Commitment Certification and Utilization Form, Form 734-2785
		C	PM	10 Submit Committed DBE Breakdown and Certification Form, Form 734-2531
		PM	L, OCR	11 Submit Committed DBE Breakdown and Certification Form, Form 734-2531
		DBE	F, PM	12 Notify Local Agency by email of the confirmation (Within 24 hours of receipt of DBE Breakdown)

Pre-Construction

		C	PM	1 Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F	2 Complete Subcontractor Consent Checklist, Form 734-2518
		PM	F, C, OCR, L	3 Sign and Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F, L, OCR	4 Complete and Submit Report on Contractor's Request for Subcontract Consent, Form 734-1395
		C	PM	5 Submit DBE Work Plan Proposal Form 3A, Form 734-2165A (At pre-con) (for ALL DBE's)
		PM	F, L, OCR	6 Submit Signed DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		PM	F	7 Complete Responsible Bidder Determination Form from CCB website (Within 30 days of award)
		C	PM	8 Submit OJT Training Program Form, Form 731-0335
		PM	F, OCR	9 Submit OJT Training Program Form, Form 731-0335
		C	PM	10 Submit Apprentice/Trainee Approval Request, Form 731-0294

Legend: F= File PM= Project Manager C= Contractor DBE= Disadvantaged Business Enterprise Manager L= Local Liason
 OCR= Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Pre-Construction Cont.				
		PM	F, OCR	11 Submit Apprentice/Trainee Approval Request, Form 731-0294
		C	PM	12 Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
		PM	F, OCR	13 Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332

Construction				
		PM	F, C, L, DBE	1 Issue Notification of Commencement and Completion, Form 734-3233 (1st Notification)(at installation of signs)
		PM	F, OCR	2 Submit (CUF) DBE Commercially Useful Function Form 3B, Form 734-2165 for all DBE on project
		PM	F, OCR	3 Complete Employee Interview Report, Form 734-3475, submit to OCR with Cert payrolls at end of project
		PM	F, OCR, L	4 Forward Request for Release of Retainage for Subcontract Work, Form 734-2510
		C	F, PM	5 Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
		PM	L, OCR	6 Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
		PM	F, OCR	7 Project Manager's Monthly EEO Report, Form 734-3858 (By the 10th of the Month) this form is recommen
				- This form is not required, but recommended. It is the cover sheet to Form 731-0394
		C	F, PM	8 Monthly Employment Utilization Report (MEUR), Form 731-0668 (By the 5th of the Month)
				- For any contract or subcontract over \$10K
		PM	F, OCR	9 Monthly Employment Utilization Report (MEUR), Form 731-0668
				F, OCR
		PM	F, C, L, DBE	10 Submit Employee Interview Reports, Form 734-3475
				11 Issue Notification of Commencement and Completion, Form 734-3233 (2nd Notification)

Closeout				
		PM	F	1 Submit Project Manager's Labor Compliance Certification, Form 734-1734 (send cert payrolls)
		OCR	F, PM	2 Submit Signed Project Manager's Labor Compliance Certification, Form 734-1735
		PM	F, C, L, DBE	3 Issue Notification of Commencement and Completion, Form 734-3233 (3rd Notification)