

**BID BOOKLET
FOR HIGHWAY CONSTRUCTION**



**LINN COUNTY ROAD DEPARTMENT
ALBANY, OREGON**

BRIDGES

CEDAR CREEK (MILL CITY) PEDESTRIAN BRIDGE

MARION COUNTY

BID DATE: MARCH 5, 2024

CLASS OF PROJECT FEDERAL AID NUMBER 170666 PW#359
CLASS OF WORK BRIDGES AND STRUCTURES
BID OF _____

**Cedar Creek (Mill City) Pedestrian Bridge
Bridges**

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Bridges**

DESCRIPTION OF WORK

Bridges
Cedar Creek (Mill City) Pedestrian Bridge
Marion County

TIMES AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be 9:15:00 a.m. on the 5th day of March, 2024.

Before 9:15:00 a.m. on the day of Bid Closing, Bids shall be submitted to:

Darrin Lane, County Administrative Officer, Linn County Courthouse, 300 Fourth Avenue S.W., Room 201, Albany, Oregon 97321

Bids, Bid modifications, and Bid withdrawals will not be accepted on or after 9:15:00 a.m. on the day of Bid Closing.

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

Bid Opening for the work described above will be 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 a.m. on the day of Bid Closing.

COMPLETION TIME LIMIT

See Special Provisions Subsection 00180.50(h).

CLASS OF PROJECT

This is a Federal-Aid Project.

CLASS OF WORK

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

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.

Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), class of project, or class of work.

BID SECTION

The Bid Section can be found as Appendix A.

**Cedar Creek (Mill City) Pedestrian Bridge
Bridges**

BIDDERS CHECKLIST

Before sealing this Bid, have you:

- Completed the Bid Schedule according to 00120.40(c)?
- Read and understood the Bid Proposal Certifications (Appendix A)?
- Filled in the required information on pages 5 and 6 of the Bid Proposal (Appendix A)?
- Filled in and had the Surety sign the Bid Bond in Appendix A, or included an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, a cashier's check, or a certified check according to 00120.40(e)?
- Completed a limiting statement on page 6 of the Bid Proposal, when appropriate, according to 00120.50?
- Filled in the required information on pages 5 and 6 or pages 6, 8, and 9 of the Bid Proposal; affixed proper signatures on page 7 or pages 8 and 9 of the Bid Proposal according to subsection 00120.40(d), and had the signatures notarized?
- Documented your DBE commitment using the form "DBE Commitment Certification and Utilization Form"?
- Used DBE firms certified by the Certification Office of Business Inclusion and Diversity (COBID) to meet your DBE Commitment? (See DBE Information)
- Prequalified through ODOT and the Linn County Road Department according to 00120.00?
- Identified as a Plan Holder on the Plan Holder's List through the Linn County Road Department "Plan Holder Registration" according to 00120.05?

Failure to complete and/or affix signatures as noted above will be cause for rejection of this Bid.

Cedar Creek (Mill City) Pedestrian Bridge Bridges

INSTRUCTIONS FOR MODIFYING BID

General - Bid modifications must be received in writing by hand delivery, mail, parcel delivery service, email, or by electronic facsimile (FAX) transmission prior to the time designated for Bid Closing. Bid modifications received after Bid Closing will not be considered. **Incomplete or late transmittals will not be accepted, regardless of reason.**

Bids will be modified at the Bid Opening according to the information received.

Instructions and Format - Make modifications to Bids according to the "Letter Format for Modifying Bid" document located in this Bid Booklet and the following:

- Prepare the modifications on the Bidder's letterhead stationery.
- Include the Project title and the Bidder's company name.
- Make changes (increase/decrease statement) for each affected Bid Item. (*Lumping the changes into one Bid Item may result in the Bid Item being unbalanced, causing the Bid to be considered irregular and constituting grounds for Bid rejection.*)
- List all decreased-in-Bid items in numerical order first, then list all increased-in-Bid items.
- Show the total difference in the Bid last. (*Do not refer to your original Bid total. Do not show a new Bid total. Do not include a new Bid Schedule.*)
- Print name and sign the letter by an individual authorized to execute Bids.

Hand Delivery, Mail, or Parcel Delivery Service - If delivering by hand, mail, or parcel delivery service deliver to:

Darrin Lane, County Administrative Officer, Linn County Courthouse, 300 Fourth Avenue S.W., Room 201, Albany, Oregon 97321

FAX Transmittals - If using FAX as transmission, send them according to the following:

- Send the FAX to the FAX telephone number 541-926-8228. FAX transmittals will be accepted only at this number. (*Contractors will be responsible for the payment for the transmission of Bid modifications.*)
- The time of receipt of FAX transmittals by the County will be determined by the time which is electronically imprinted upon the Bid change by the County facsimile machine.
- The Agency is not responsible for any failed or partial FAX transmissions of Bid changes, caused by whatever reason, mechanical failure or otherwise.
- **Complete Bids will not be accepted by FAX.**

Email - If using email as transmission, send them according to the following:

- Send scanned document to the email address: roads.bidding@co.linn.or.us. Emails will be accepted only at this email address.
- In the subject line of the email, include the words "Modification to Bids for (Project Title)"
- The time of receipt of email by the County will be determined by the time which is electronically imprinted upon the email receipt of Bid changes received at the County email address.
- The Agency is not responsible for any failed or partial email transmissions of Bid changes, caused by whatever reason, mechanical failure or otherwise.
- **Complete Bids will not be accepted by email.**

**Cedar Creek (Mill City) Pedestrian Bridge
Bridges**

LETTER FORMAT FOR MODIFYING BID

(NOTE: Text shown as "italic-underline" are instructions for preparing the letter for modifying Bids.)

(Prepare on Bidders Letterhead Stationery)

(Bid Opening Date)

Attn: Darrin Lane, County Administrative Officer

Hand Delivery, Mail, or Parcel Delivery Service Address:

Linn County Courthouse
300 Fourth Avenue S.W., Room 201
Albany, Oregon 97321

SUBJECT: Modifications to Bid

(Project Title)

(Bidders Company Name)

(For a decrease in a Bid amount: Copy and paste the following line for each Bid Item reduction.)

Reduce Bid Item No. _____ by \$_____ per _____ (Indicate unit of measurement, e.g.,
ton, cu. yd., sq. ft., etc.)

(For an increase in a Bid amount: Copy and paste the following line for each Bid Item increase.)

Increase Bid Item No. _____ by \$_____ per _____ (Indicate unit of measurement, e.g.,
ton, cu. yd., sq. ft., etc.)

This will (increase/decrease) our total Bid by \$_____. (Only show the total increase or
decrease of your Bid. Do not show a new
Bid total.)

(Printed name of individual signing below.)

(Signed by an individual authorized to sign Bids
and execute documents.)

Cedar Creek (Mill City) Pedestrian Bridge Bridges

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

The First-tier Subcontractor Disclosure Form is included in the Bid Section or can be downloaded from the County website listed in 00110.05(e).

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form not later than two working hours after the time set for Bid Closing (For example, before 11:00 a.m. after a 9:00 a.m. Bid Closing.) by any of the following methods:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid or at the time designated for receipt of Bids;
- Hand delivering it to: The Linn County Courthouse, 300 Fourth Avenue S.W., Room 201, Albany, OR 97321;
- FAX it to 541-924-0202; or
- Email to: roads.bidding@co.linn.or.us.

The Department is not responsible for partial, failed, illegible, or partially legible email or FAX transmissions.

Instructions for First-Tier Subcontractor Disclosure

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or solicitation documents 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

Total all work for each Subcontractor in making this determination.

If the Agency's cost range 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 the Agency's cost range 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.

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DBE INFORMATION

GENERAL INFORMATION

It is the policy of Linn County that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 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 State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as DBE in the state of Oregon shall be used to meet the assigned DBE contract goals for DBE participation on contracts funded in whole or in part with federal funds.

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

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

All Bidders, including DBE prime Bidders, are required to submit a Subcontractor Solicitation and Utilization Report form to the Linn County Road Department within 10 Calendar Days after the Bid Opening date.

WEBSITES

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

<https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>

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

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

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Bridges**

EXAMPLE OF BID SUBMISSION ENVELOPE

Submit Bids in Bidder provided envelopes according to 00120.45 of the Specifications. Include the information shown below on Bidder provided envelopes:

TO BE OPENED ONLY BY AUTHORIZED PERSONNEL	
BID FOR	
PROJECT NAME	
<i>(Use the same information that is on the bid booklet cover)</i>	
<i>(Date and Time Bids to be received)</i>	
Day _____	
Date _____	<i>(Mail, Parcel Delivery Service, or hand delivery Address)</i>
Time _____ a.m. PDT	Darrin Lane, County Administrative Officer
Bidder Name _____	Linn County Courthouse
Bidder Address _____	300 Fourth Avenue SW, Room 201
	Albany, OR 97321

If submitted by mail or parcel delivery service, the Bidder shall place the sealed envelope containing the paper Bid inside a separate sealed envelope or package. Paper Bids may be submitted by mail, parcel delivery service, or hand delivery to the offices and addresses, and at the time and places designated for receipt of Bids.

**SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION**



**LINN COUNTY ROAD DEPARTMENT
ALBANY, OREGON**

BRIDGES

CEDAR CREEK (MILL CITY) PEDESTRIAN BRIDGE

MARION COUNTY

BID DATE: MARCH 5, 2024

**Cedar Creek (Mill City) Pedestrian Bridge
Bridges**

DESCRIPTION OF WORK

Bridges
Cedar Creek (Mill City) Pedestrian Bridge
Marion County

TIMES AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be 9:15:00 a.m. on the 5th day of March, 2024.

Before 9:15:00 a.m. on the day of Bid Closing, Bids shall be submitted to:

Darrin Lane, County Administrative Officer, Linn County Courthouse, 300 Fourth Avenue S.W., Room 201, Albany, Oregon 97321

Bids, Bid modifications, and Bid withdrawals will not be accepted on or after 9:15:00 a.m. on the day of Bid Closing.

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

Bid Opening for the work described above will be 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 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 00130.80 and 00180.40(b) of the Specifications.

COMPLETION TIME LIMIT

See Subsection 00180.50(h).

CLASS OF PROJECT

This is a Federal-Aid Project.

CLASS OF WORK

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

PROJECT INFORMATION

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

Daineal Malone, P.E., County Engineer, Linn County Road Department,
3010 Ferry St, S.W., Albany, Oregon 97322; Phone 541-967-3919, Fax 541-924-0202.
Email: daineal.malone@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

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ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES

Pursuant to 41 CFR 60-4.6 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 (see also 41 CFR 60-4.2(a)).

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

Notice of requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. 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:

TIME TABLE	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
April 1, 1980 until further notice	3.8%	6.9 %

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 nonfederally 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.

3. 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.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

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EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

(A) 41 CFR 60-1.4 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants or employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

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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.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(B) 41 CFR 60-4.3 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;

Cedar Creek (Mill City) Pedestrian Bridge Bridges

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 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 solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith 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 goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p 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 minority 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 being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting 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 nonworking 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.

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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 minority or 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 organizations' 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 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 therefor, 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 company 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 onsite 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

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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 personnel 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 company activities are nonsegregated 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 supervisors' 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 p). 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 p 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 workforce 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, sexual orientation, gender identity, 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.

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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 shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government 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).

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CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall comply with the following provisions:

29 CFR 5.5(b)(1)-(4)

(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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Linn County Road Department 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

29 CFR 5.5(c)

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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**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 Linn County Road Department and the Contractor agree to abide by and take all necessary and reasonable steps to comply with the policy set out below:

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

(2) DBE Required Assurance - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency 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. The Agency and its Contractors shall conform to all applicable civil rights laws, orders, and regulations. The Agency 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 Linn County contracts.

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

(1) 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 the Agency's Federal-aid construction and to its non-construction activities.

(2) 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 the Agency to establish a DBE Program as a condition for receiving USDOT federal funds.

(3) 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.

(4) 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).

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(5) Oregon Revised Statutes, Chapters 200 and 279.

(6) Oregon Administrative Rules, Chapter 123, Division 200, Certification Procedures.

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

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

(a) Abbreviations:

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

DBE - Disadvantaged Business Enterprise

FEMA – Federal Emergency Management Agency

FHWA - Federal Highway Administration

FAA - Federal Aviation Administration

FTA - Federal Transit Administration

LCGC – General Conditions for Construction for the Linn County Road Department

ODOT - Oregon Department of Transportation

USDOT - United States Department of Transportation

(b) Definitions:

Assigned DBE Contract Goal - An assigned numerical percentage value of the total dollar amount of a Contract Award that is allocated solely for DBE participation. For a DBE to count towards participation it must be certified by COBID under the commodity codes of the work it is contracted to perform.

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

Certification Directory of DBEs - A publication (available in paper or Internet) listing all DBEs which are currently certified by the COBID. The Directory is provided to the Contractor for use in identifying DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE contract goal.

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

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

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Commercially Useful Function (CUF) – The definition is consistent with 49 CFR 26.55(c) and describes how the Agency counts DBE participation toward DBE goals:

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

Committed DBE - A Committed DBE firm is one that was identified by the Contractor to meet an assigned DBE contract goal as a condition of Contract Award, and includes any substitute DBE that has been approved by ODOT in accordance with 49 CFR 26.53(f) and section 10.00 of the Disadvantaged Business Enterprise (DBE) Supplemental Required contract Provisions in exhibit C-5 that has subsequently been committed work to meet the assigned DBE contract goal. A non-Committed DBE is one that was hired on a race- and gender-neutral basis and has not been identified as a substitute Committed DBE.

Commodity Codes - Codes assigned by the COBID to indicate the standard types of services, labor, materials, or work the DBE provides. Services and commodity codes reflect information provided by the certified DBE firms and are not used as prequalification factors by the Agency.

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

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

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

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

Good Faith Efforts - Efforts required to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the assigned DBE contract goal. Good faith efforts are required before Bid Opening, upon Contract Award, and continue throughout the performance of the contract to maximize DBE participation. See 49 CFR 26.53 and 49 CFR Part 26, Appendix A.

Joint Venture DBE - An ODOT certified enterprise consisting of one or more firms of which at least one is a certified DBE, formed to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for

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a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest of the business. (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 shall act as superintendent and directly supervise the work or the DBE owner shall supervise the work of and employ a skilled and knowledgeable superintendent. If the latter is used, the DBE owner shall be actively involved in making the operational and managerial decisions of the firm; wherein the DBE owner can continue operations should the skilled and knowledgeable superintendent's employment be discontinued.

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

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

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

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

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

03.00 Assigned DBE Contract Goal - In order to increase DBE participation on Agency contracts, for any project with an assigned DBE contract goal for DBE participation, the Contractor is required to select a portion of work available on the project for DBE participation. The Contractor may use DBE subcontractors, suppliers, manufacturers or professional service providers to fulfill the assigned DBE contract goal as long as the DBE is certified in the types of work selected. The assigned DBE contract

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goal on a project remains in effect throughout the life of the contract. Dollar values of participation shall be credited toward meeting the assigned DBE contract goal based on DBE gross earnings.

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

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

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

The assigned DBE contract goal for the project is listed on the "Assigned DBE Contract Goal" sheet in this bid booklet.

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 the Agency that the DBE subcontractor is unable to perform a commercially useful function, The Agency will notify the Contractor prior to subcontract approval. The Contractor shall either provide evidence that the DBE subcontractor is able to perform a commercially useful function, or replace the DBE subcontractor with another DBE who has been certified to perform the bid item subcontracted according to Section 10.00(c). If the Contractor cannot provide sufficient evidence the DBE subcontractor has the ability to perform a CUF, and/or refuses to replace the DBE, the Contractor may be declared in default and the contract could be terminated according to LCGC 00180.90(a).

(b) Second Tier DBE Subcontracts - Second tier DBE subcontracts may be counted toward the Contractor's assigned DBE contract goal provided the subcontract was listed in the original DBE commitment prior to bid award. The proportion of participation or work performed by a second-tier DBE subcontract may not be double counted and may only be counted towards the DBE goal in accordance with 49 CFR Part 26.

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

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

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

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

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

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

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

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

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

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

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

- (a) Type of Work** - List the types of work the DBE will perform.
- (b) Personnel Required** - List the names and/or craft classifications for personnel who will perform. Indicate whether the individual is regularly employed by the DBE, or the source from which the individual was or is to be recruited.
- (c) Equipment Required** - List the items of equipment that will be used on the project. Indicate whether the equipment is owned, rented or leased. If rented or leased, consent to the rental or lease shall be obtained from the Agency prior to beginning of the work.
- (d) Supplies and Materials Required** - List the supplies and materials that will be used on the project. Indicate the source, by name, address, and phone number, from which supplies and materials will be obtained. For a DBE supplier committed to meet an assigned DBE contract goal, attach documentation showing how the DBE meets manufacturer, regular dealer, or broker requirements,

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as applicable to the credit being claimed and provide any additional explanation needed regarding ordering, scheduling, and delivery according to subsection (f) below.

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

(f) Additional Information - Provide comments or explanation of any of the information provided above. Include information related to joint check arrangements or any plans the DBE has to subcontract work to a lower tier or perform work through a specialty contractor.

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

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

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

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

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

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

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

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

Cedar Creek (Mill City) Pedestrian Bridge Bridges

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

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

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

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

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

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

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

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

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

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE shall itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

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- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- According to 49 CFR 26.55(d)(5) the DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by the non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangements.
- For the purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

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

10.00 Termination and Substitution of DBEs – The Contractor must comply with the requirements and procedures under 49 CFR 26.53(f). The Contractor shall use the specific DBEs listed in response to a contract goal to perform the work and supply the materials for which each is listed unless the contractor obtains Agency's prior written consent. Without Agency consent, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Contractor must provide the DBE with written notice and supporting documentation of its good cause reasons they wish to terminate and/or substitute the DBE with a copy to the Engineer. The DBE must be given 5 days to respond to the termination request.

The Agency may provide such written consent only if it agrees, for reasons stated in its concurrence document, that the prime contractor has good cause to terminate the DBE firm because the DBE is unable, unwilling or ineligible to perform. To initiate the termination, substitution, removal or replacement process with a Committed DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

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

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

- Date the Contractor determined the DBE to be unwilling, unable or ineligible to perform.
- Projected date Contractor will require substitution or replacement DBE to commence work if consent is granted to the request.
- Brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable or ineligible to perform.
- Brief statement of the affected DBE's capacity and ability to perform the work as determined by Contractor.

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- Brief statement of facts regarding actions taken by Contractor that are believed to constitute good faith efforts toward enabling the DBE to perform.
- To date percentage of work completed on each bid item by the DBE.
- The total dollar amount paid, per bid item, to date for work performed by the DBE.
- The total dollar amount, per bid item, remaining to be paid to the Committed DBE for work completed, but for which the DBE has not received payment and with which the Contractor has no dispute.
- The total dollar amount, per bid item, remaining to be paid to the DBE for work completed, but for which the DBE has not received payment and over which the Contractor and/or the DBE have dispute.
- A written, signed statement from the DBE, provided the DBE concurs with request to terminate, indicating its unwillingness or inability to perform.

(c) Contractor Written Notice to Committed DBE of Pending Request to Terminate and Substitute with Another DBE - The Contractor shall send a copy of the request to terminate and substitute letter to the affected Committed DBE in conjunction to submitting the request to the Engineer. The affected DBE firm may submit a response letter to the Engineer within five Calendar Days of receiving the notice from the Contractor. The affected DBE firm may explain its position concerning performance on the committed work. The Engineer will consider both the Contractor's request and DBE's response and explanation before approving the Contractor's termination and substitution request. If the Contractor is unsuccessful in notifying the affected DBE firm, after trying its best to deliver a copy of its request letter, the Agency may determine that the affected Committed DBE is unable or unwilling to continue the contract and a substitution will be immediately approved by the Engineer. Contractor must provide the DBE with written notice and supporting documentation of its good cause reasons they wish to terminate and/or substitute the DBE with a copy to the Engineer. The DBE must be given 5 days to respond to the termination request.

(d) Proposed Substitution of Another Certified DBE - When a Committed DBE substitution shall occur, the Contractor may submit another eligible DBE firm to replace the original committed firm in writing. The Contractor shall submit the name of the DBE firm, the proposed work to be performed, and the dollar amount of the work. The Contractor shall give pertinent information including bid item, item description, bid quantity and unit, unit price, and total price. In addition, the Contractor shall submit a written DBE Work Plan for the requested substitute DBE according to Section 07.00. The dollar value of work to be performed by the substitute DBE shall be in an amount equal to the dollar value of the amount committed to the terminated DBE, minus the value of work performed to date by the DBE, prior to the request for substitution. Should the Contractor be unable to commit the required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Agency will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal. The Contractor shall document the steps taken to obtain participation which demonstrate the good faith efforts outlined below:

- Evidence that the Contractor attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBE firms of contracting and subcontracting or material supply opportunities available on the project;
- Evidence that the Contractor identified and selected specific economically feasible units of the project to be performed by DBE firms in order to increase the likelihood of participation by DBE firms;
- Evidence that the Contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;

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- Evidence that the Contractor provided written notice to a reasonable number of specific DBE firms, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
- Evidence that the Contractor followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. The Contractor should provide the following information as evidence:
 - The names, addresses, and telephone numbers of DBE firms who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBE firms to determine with certainty whether the DBE firms were interested;
 - A description of the information provided to the DBE firms regarding the plans and specifications and estimated quantities for portions of the work to be performed;
 - Documentation of each DBE contacted, but rejected and the reasons for the rejection.
- Evidence that the Contractor provided interested DBE firms with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- Evidence that the Contractor negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- Evidence that the Contractor advised and made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by the Agency or Contractor;
- Evidence that the Contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of the Agency;
- Evidence that the Contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and
- Evidence that the Contractor used the services of ODOT's Supportive Services Contractor(s).

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

12.00 Contractor Payments to Subcontractors and Suppliers:

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

(b) Prompt Payment and Release of Retainage - The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 Calendar Days from receipt of each payment the Contractor receives from the Agency. The Contractor shall also return retainage payments to each subcontractor within 10 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

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good cause following written approval of the Engineer. This policy applies to both DBE and non-DBE contractors.

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

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

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

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

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

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

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

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

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

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

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

14.00 Records and Reports - The Contractor shall keep such project records as are necessary to determine compliance with these DBE Supplemental Required Contract Provisions, including but not limited to records on equipment usage, fuel consumption, invoicing, and payments. Such records shall

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include written reports from the DBE Liaison Officer to the Contractor as to the performance of the committed DBE and its performance of a commercially useful function. Contractor shall provide the Engineer with records on equipment and fuel logs and other records needed to verify compliance with commercially useful function and DBE crediting requirements.

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

For further information concerning Disadvantaged Business Enterprise confirmation of certification for type of work, contact, in writing, the individual(s) identified in the Special Provisions under "Project Information".

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ASSIGNED DBE CONTRACT GOAL

The minimum **Assigned DBE Contract Goal** for this Project is **0%**.

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

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

or by telephone at 503-986-0075.

PROJECT WAGE RATES

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

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

Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates for Public Works Contracts in Oregon".

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

Wage Rates are Internet-Accessible - The applicable BOLI wage rates can be found at their respective websites (see 00110.05(e)).

Wage Rates are Subject to Change - Modifications or amendments to the BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective websites for modifications and amendments up until Bid Opening.

**Cedar Creek (Mill City) Pedestrian Bridge
Bridges**


LINN COUNTY ROAD DEPARTMENT

SPECIAL PROVISIONS

FOR

Bridges
Cedar Creek (Mill City) Pedestrian Bridge
Marion County

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>Expires: 12/31/24</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for General Conditions. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00100, 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199</p>
<p>Date Signed: _____</p>	

**Cedar Creek (Mill City) Pedestrian Bridge
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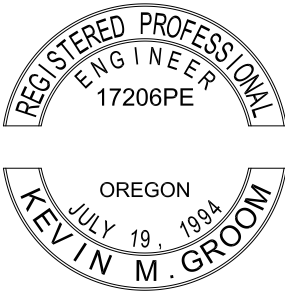
LINN COUNTY ROAD DEPARTMENT

SPECIAL PROVISIONS

FOR

Bridges
Cedar Creek (Mill City) Pedestrian Bridge
Marion County

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>Expires: 6/30/2025</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for roadway, bridge, and traffic control . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00210, 00220, 00221, 00222, 00245, 00280, 00290, 00310, 00320, 00330, 00510, 00530, 00535, 00540, 00542, 00550, 00582, 00587, 00589, 00593, 00640, 00730, 00744, 00749, 01030, 02001</p>
<p>Date Signed: _____</p>	

**Cedar Creek (Mill City) Pedestrian Bridge
Bridges**

SPECIAL PROVISIONS

WORK TO BE DONE

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

1. Furnish, install, maintain, and remove traffic control and erosion control devices
2. Construct pedestrian path bridge approaches
3. Remove existing concrete footing in Cedar Creek
4. Construct new bridge on existing footing
5. Construct pedestrian rails
6. Concrete repair of existing east footing
7. Install utility hangers on existing 4" diameter sewer line
8. Asphalt pavement saw cutting
9. Perform additional and incidental Work as called for by the Specifications and Plans

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project are the 2024 edition of the "General Conditions for Construction for the Linn County Road Department" published on December 1, 2023 and the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

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

CLASS OF PROJECT

This is a Federal-Aid Project.

SECTION 00100 - GENERAL CONDITIONS

Comply with Section 00100 of the General Conditions for Construction for the Linn County Road Department modified as follows:

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

00110.10 Abbreviations: - Add the following Abbreviation:

FEMA - Federal Emergency Management Agency

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

- American Traffic Safety Services Association (ATSSA)
www.atssa.com

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- EquipmentWatch
www.equipmentwatch.com
- Linn County Road Department Bidding documents
<https://www.linncountyor.gov/roads/page/construction-bidding-documents>
- Linn County Road Department Plan Holders' Registration
<https://www.linncountyor.gov/roads/webform/plan-holder-registration>
- ODOT Office of Civil Rights
www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Estimating
www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight" (Form No. 734-2357)
www.oregontruckingonline.com/cf/MCAD/pubMetaEntry/restriction/
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms
www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
- ODOT Procurement Office - Construction Contracts Unit prequalification forms
www.oregon.gov/odot/business/procurement/pages/bid_award.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- Oregon Bureau of Labor and Industries (BOLI)
www.oregon.gov/boli/WHD/PWR/Pages/index.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx
- US Department of Labor
<https://sam.gov/content/wage-determinations>

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

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

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

"BRIDGES
CEDAR CREEK (MILL CITY) PEDESTRIAN BRIDGE
MARCH 2024"

00120.90 Disqualification of Bidders – In the Sentence that begins “A Bidder will be disqualified...”, add the following bullet to the end of the bulleted list:

- This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by The Linn County Road Department. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to The Linn County Road Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

Add the following subsection:

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

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Table 00150-1

Utility	Contact Person's Name, Address, Email, and Phone Number
4" Ductile Iron Sewer Line	Russ Foltz, PH: (503) 930-8256, email: rfoltz@ci.mill-city.or.us City of Mill City, 444 South 1 st Avenue, Mill City, OR 97360

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:

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

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

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following subsection:

00170.06 False Claims Act - The contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

00170.07(b) Access to Records – Replace the sentence that begins “The Contractor shall provide the Engineer...” with the following:

The Contractor shall provide the Agency, the City of Mill City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access records is subject to LCPR 137-049-0880 or OAR 734-010-0400(9).

Add the following two subsections:

00170.33 Clean Air Act - The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 *et seq.*

The contractor agrees to report each violation to the Linn County Road Department and understands and agrees that the Linn County Road Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

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00170.34 Federal Water Pollution Control Act - The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.

The contractor agrees to report each violation to the Linn County Road Department and understands and agrees that the Linn County Road Department will, in turn, report each violation as required to assure notification to the Linn County Road Department, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

00170.65(a) Additional Requirements When Federal Funds are Involved –Replace this subsection, except for the subsection number and title, with the following:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$2,000,000	\$4,000,000
Commercial Automobile Liability	\$2,000,000	(aggregate limit not required)

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

Add the following as Additional Insureds under the Contract:

- The City of Mill City and its officers, agents, and employees
- The US Department of Homeland Security, Federal Emergency Management Agency and its officers, agents, and employees

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

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

- The City of Mill City and its officers, agents, and employees
- The US Department of Homeland Security, Federal Emergency Management Agency and its officers, agents, and employees

SECTION 00180 - PROSECUTION AND PROGRESS

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

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Regulated Work Areas	00290.34(a)
Noise Control	00290.32

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

Add the following subsection:

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

The Contractor shall complete all Work to be done under the Contract, except for seeding plant establishment, before the elapse of 60 Calendar Days, or not later than August 31, 2024, whichever occurs first.

00180.85(b) Liquidated Damages - Add the following to the end of this subsection:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$830.00 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20(f)(2) Scale Without Automatic Printer - Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

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

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

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

SECTION 00195 - PAYMENT

00195.12(d) Steel Materials Pay Item Selection - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

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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.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

SECTION 00222 - TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications.

SECTION 00245 - TEMPORARY WATER MANAGEMENT

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

Description

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

00245.01 Abbreviations:

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

00245.02 Definitions:

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

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

Include the following minimum information in the TWMP:

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

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

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

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

- Engineer
- Contractor
- TWM Subcontractor (if applicable)

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

Materials

00245.10 Materials - Furnish Materials meeting the following requirements:

Sandbags 00280.15(a)

Construction

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

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

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

00245.42 Operation - Operate temporary water management as follows:

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

Maintenance

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

Finishing and Cleaning Up

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

Measurement

00245.80 Measurement - No measurement of quantities will be made for work performed under this section.

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

Sandbags 40 Each

Turbidity monitoring will be measured according to 00290.80.

Payment

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00245.90 Payment - The accepted quantities of work performed under this section will be paid for at the Contract lump sum amount for the item "Temporary Water Management".

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

Turbidity monitoring will be paid for according to 00290.90.

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

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

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

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

Add the following paragraph to the end of this subsection:

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

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullet that

00280.06 Erosion and Sediment Control Manager - Delete this subsection in its entirety.

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

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

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

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

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

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

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

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

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.30(a)(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.

Add the following subsection:

00290.30(a)(8) Meter Turbidity Monitoring - In addition to any turbidity monitoring required by 00280.62(c) to comply with USACE 401 Water Quality Certification requirements, monitor turbidity using a turbidity meter every two hours during in-water work according to the following:

- Use a turbidity meter that has been maintained and calibrated according to the manufacturer’s specifications.
- Measure stream turbidity before beginning each day’s in-water work to establish pre-construction turbidity levels.
- Measure upcurrent and downcurrent turbidity at two-hour intervals during in-water work and perform work based on turbidity measurements according to the following:

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- Take upcurrent samples at a location representative of background turbidity approximately 100 feet from the in-water work area.
- Take downcurrent samples at a location approximately 100 feet from the in-water work area at approximately mid-depth of the water body and within any visible turbidity plume.
- If the downcurrent reading is less than 5 nephelometric turbidity units (NTU) higher than the upcurrent reading, continue to work and take readings every two hours.
- If the downcurrent reading is greater than or equal to 5 and less than 30 NTU higher than the upcurrent reading, modify work procedures and repair or implement best management practices (BMP), continue work, and continue to take readings every two hours. If after four hours the downcurrent reading is still greater than or equal to 5 NTU higher than the upcurrent reading, stop all in-water work and repair or implement additional BMP. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent reading.
- If the downcurrent reading is greater than or equal to 30 and less than 50 NTU higher than the upcurrent reading, modify work procedures, repair or implement BMP and continue work. If, at the subsequent two-hour reading, the downcurrent reading is still more than 30 NTU higher than the upcurrent reading, stop all in-water work and repair or implement additional BMP. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent NTU reading.
- If the downcurrent reading is 50 NTU or more higher than the upcurrent reading, stop all in-water work, repair or implement additional BMP, and inform the Agency. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent NTU, as determined by continued readings made at least every two hours, or the next day's initial turbidity reading.
- Document all turbidity monitoring observations on the form, "401 Water Quality Certification Turbidity Monitoring Report" provided by the Engineer. Submit reports to the Engineer weekly during in-water work and keep copies of the reports at the Project Site.
- Prepare a narrative discussing all exceedances with subsequent monitoring, actions taken, and the effectiveness of the actions and provide a copy to the Engineer.

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

Review City of Mill City Chapter 8.12 Noise Ordinance, which describes noise control regulations. Comply with the applicable noise control requirements of the permit for Project Work.

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

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

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

The regulated work area has been flagged, and is shown on the plans.

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

Add the following subsection:

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

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(1) General Requirements:

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

Use heavy equipment as follows:

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

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

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

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

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

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year without prior written approval from the Engineer. Notify

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the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

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

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

Table 00290-2

Impact Waters of the US or State	Removal Volume (cu yds.)	Fill Volume (Cu yds)	Station	Duration of Impact (Temporary or Permanent)	Area of impact (Acres)
Cedar Creek	1.7	1	Existing footings	Permanent	0.0
Cedar Creek	0	0.75	Existing Footings	Temporary	0.0

Add the following subsection:

00290.90 Payment - Add the following two items to the list under the sentence “Payment includes, but is not limited to, the following:”

- Installation and maintenance of sandbags required to isolate Work from the active channel, as shown on the contract plans
- Turbidity monitoring

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

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.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section on the excavation basis.

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SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

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

00510.80(b)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of Structure excavation is 3.5 cubic yards.

00510.80(d)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of granular structure backfill is 3.0 cubic yards.

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications modified as follows:

00530.80(a) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of uncoated reinforcement (grade 60) is 1,600 pounds.

SECTION 00535 - POST-INSTALLED ANCHOR SYSTEMS

Comply with Section 00535 of the Standard Specifications.

SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications modified as follows:

00540.80(a)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of concrete is:

Type and Class	Quantity (Cu. Yd.)
Deck Concrete, Class 4000	9.0
General Structural Concrete, Class 3300	3.5

SECTION 00542 - CONCRETE REPAIR

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

Description

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

00542.01 Definitions:

Damaged Concrete - Concrete that is spalled or delaminated due to corroded reinforcement or metal appurtenances such as bearing devices, drains, and conduits; concrete that is debonded from corroded

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reinforcing bars; concrete with near-surface rock pockets; unsound or delaminated existing patches; and concrete that has been drilled, excavated, or removed during prior maintenance work or during the Work of this Contract.

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

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

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

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

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

(a) Concrete Repair Mortar - Submit before concrete repair work the following:

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

For alternate repair mortar submit three 4 by 8-inch cylinders of repair mortar cast in the presence of the Engineer using the proposed mix proportions, admixtures, and mixing and application Equipment, at least 10 Calendar Days before starting concrete repair Work. Cast and cure the cylinders according to AASHTO T 23 or R 39.

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

(b) Concrete Repair Procedure - Prior to beginning Work under this Section, submit a concrete repair procedure that includes the following:

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

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

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

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

Materials

00542.10 Patch Material:

(a) Pumped Repair Mortar - Provide one of the following mortars with the required admixture as specified in 00542.15.

- Pumped BASF MasterEmaco S 440MC (formerly BASF LA Repair Mortar).

Alternative repair mortar conforming to the following:

- Non-polymer flowable micro-concrete
- Suitable for pumping
- At least 4,000 psi 28-Day compressive strength
- "Low" potential for cracking and no cracking in 28 Calendar Days when tested according to ASTM C1581, including Appendix
- Electrical resistivity in the range of 2,000 to 20,000 ohm-cm

Submit proposed alternative Materials for approval according to 00542.02.

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

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

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

00542.13 Water - Furnish water according to Section 02020.

00542.14 Reinforcement and Added Steel - Furnish ASTM A706 Grade 60 uncoated reinforcing bars conforming to 02510.10. Furnish uncoated, ungalvanized welded wire fabric conforming to 02510.40. Other metal embedded in the mortar to facilitate concrete replacement shall be uncoated and ungalvanized.

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00542.15 Admixtures - Use only admixtures approved by the Engineer.

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

Labor

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

Construction

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

Dispose of waste according to 00290.20.

00542.41 Locating and Marking - Locate and mark the following:

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

Verify the presence of steel with a metal detector.

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

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

In areas where spalling or delamination is not visually detectable, but is indicated by sounding, use a rebar locator and mark reinforcing bars and their minimum concrete cover. Remove a 4 inch wide (perpendicular to the bar) exploration area centered over the bar. The exploration boundary area shall have an initial length of 8 inches if splitting cracks are present directly over and parallel to reinforcing bar and suggest a potential for corrosion; remove as much splitting crack length as needed until clean bar is exposed. If rust scale or pitting is found on the exposed reinforcing bar, or if the remaining concrete is separated from the bar, mark the Damaged Concrete area for removal.

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

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

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

00542.42 Concrete Removal - Sawcut the boundaries of concrete to be removed, to a depth just missing the reinforcing bars with less than 1/2 inch concrete cover or to a minimum of 1/2 inch, whichever

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is less. Sawcuts shall not overrun at the corners of the marked boundaries. Sawcutting is not required if the Contractor can consistently provide, by another technique, a minimum 1/2 inch deep excavation surface that is uniformly perpendicular to the original concrete surface along the marked boundary.

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

Remove all Damaged Concrete within the marked boundaries to the depth of sound concrete. In areas where the reinforcing bar lacks bond with the existing concrete, continue to excavate to 1/2 inch beyond the depth of the reinforcing bar. In areas where it is difficult to determine if the reinforcing bar lacks bond with the existing concrete do not excavate beyond the depth of the reinforcing bar if a 4 inch wide exploration area shows the reinforcing bar to be free of rust scale or pitting and the reinforcing bar is not separated from the remaining concrete.

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

Do not remove sound concrete over Shallow Rebar.

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

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

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

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

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

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

(b) Resin Buildup over Shallow Rebar - In areas where additional buildup is not feasible, or where buildup would detract from the aesthetic appearance of the Structure, provide additional cover using non-conductive resin conforming to 00542.12. Apply the resin in 2 inch wide strips over the Shallow Rebar.

00542.46 Surface Preparation - Abrasive-blast or water-blast all concrete surfaces that are to receive additional mortar cover or patches, to remove all debris, loose concrete, concrete pulverized during removal, scale, and loose rust. Blast exposed reinforcing bars according to SSPC Standard SP6 "Commercial Blast Cleaning" or equivalent procedure. Do not allow prepared surfaces to remain exposed more than 36 hours before placing repair mortar.

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

Provide hollow wall anchors for concrete surfaces that are to receive more than 1 inch of repair mortar and have reinforcing bar spacing greater than 9 inches. Install anchors by drilling 1/4 inch diameter holes 1/2 to 3/4 inch deep on a 9 inch (maximum) grid in the concrete substrate. Apply non-conductive resin and insert anchors. Remove excess resin from the concrete substrate.

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

00542.47 Anode Installation - Install galvanic zinc Anodes in Damaged Concrete repair locations that have scaled or pitted reinforcement bar with a high probability of recurring corrosion. Place an Anode in the edge of the patch area within the vicinity of the corroded reinforcement. Securely fasten the Anode to clean reinforcing steel using a suitable wire twisting tool to eliminate free movement, and to ensure electrical continuity. Confirm continuity using an ohmmeter. Electrical resistance between the Anode wire and adjacent reinforcement shall be 2.0 ohms or less. Install Anodes in a 24 inch grid, on center. Adjust spacing where intersecting reinforcement does not allow for 24 inches and maintain 14 inches minimum and 24 inches maximum spacing. Install a single Anode in directions where less than 30 inches of reinforcement is exposed. Install Anodes according to the Anode manufacturer's recommendations and cover with patch Material within 24 hours after removing the Anode from its original packaging. Provide a minimum of 3/4 inch coverage over Anodes.

00542.48 Patch Installation:

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

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

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

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

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

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

Mix repair mortar according to the manufacturer's instructions including, but not limited to, mixing speed, mixing time, and mixing Equipment.

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

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

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

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

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

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

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

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

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

- Sound all repaired areas with a 1-pound masonry hammer or by other approved technique.

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- Mark boundaries of all delaminations in the repaired areas.
- Identify the marked delamination that needs Patching.

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

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

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

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

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

(a) Compressive Test - For each 50 square feet of mortar placed on the Bridge, but not less than once per production Work shift, cast at the same time and under the same conditions three 4 by 8 inch cylinders for testing. Cast the cylinders in single-use plastic molds. Cast and cure strength specimens according to AASHTO T 23 or AASHTO R 39. Test the cylinders for compressive strength according to AASHTO T 22 following a 28-Day cure.

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

(b) Pull-off Test - Following a 7-Day cure of the mortar patch, core one test specimen from each 50 square feet of newly applied mortar placed on the Bridge surface, at locations designated by the Engineer. Locate cores to avoid damaging reinforcing bar. Core approximately 1/2 inch into the original concrete. Do not break cores free before testing. Perform pull-off tests of the cores in the presence of the Engineer.

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

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

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

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

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

00542.53 Deficient Repair Mortar - Repair, at no additional cost to the Agency, all mortar patches that show an alligator cracking in the surface or uncontrolled cracks visible without magnification. Perform additional testing as directed to determine the extent of deficient mortar in the production test area

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represented. If additional patches are found to be deficient, repair the production test area represented according to the Specifications at no additional cost to the Agency. Repairs include, but are not limited to, removal and replacement of patches found to be substandard.

Repair small crevices a maximum of 0.4 inch deep and 0.1 inch wide at the edge of a patch with non-conductive resin mixed with abrasive blasting Material or other approved patch Material, at no additional cost to the Agency. Cut out pockets or other defects and replace with new repair mortar according to this Section.

Measurement

00542.80 Measurement - No measurement of quantities will be made for Work performed under this section.

The estimated quantity of Concrete Repair is:

Location	Structure Excavation (Square Yard)
Cedar Creek Bridge, Bent 2	0.8

Payment

00542.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract Lump Sum amount for the following item:

Pay Item	Unit of Measurement
(a) Concrete Repair	Lump Sum

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

No separate or additional payment will be made for providing mix proportion or mix design records. No payment will be made for repair of initially sound concrete that is micro-fractured or otherwise damaged by the Contractor’s operations.

SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS

Comply with Section 00550 of the Standard Specifications.

SECTION 00582 - BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications.

SECTION 00587 - BRIDGE RAILS

Comply with Section 00587 of the Standard Specifications modified as follows:

00587.43(b) Coating - Replace this subsection, except for the subsection number and title, with the following:

**Cedar Creek (Mill City) Pedestrian Bridge
Bridges**

Powder coat all steel elements of the pedestrian rail according to Section 00593.

00587.80 Measurement - Add the following to the end of this subsection:

The estimated quantity of bridge rail is:

Structure	Rail Type	(Foot)
Cedar Creek Pedestrian Bridge	Pedestrian	117.0

SECTION 00589 - UTILITY ATTACHMENTS ON STRUCTURES

Section 00589, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00589.00 Scope - This Work consists of providing for attachment or installation of utilities on new and existing Structures as shown or as directed.

Materials

00589.10 General - Furnish Utility attachment systems using Materials from the QPL and meeting the following requirements:

Structural Steel	02530
Forgings, Shafting, Castings, and Nonferrous Materials	02540
Fasteners	02560
Reflective Sheeting	02910.20(a)
Resin Bonded Anchor System	00535.10

Furnish brackets constructed of stainless steel or hot-dip galvanized structural steel.

Construction

00589.40 General - Provide sufficient space around utilities for maintenance activities.

Avoid drilling through reinforcing steel. If reinforcing steel is hit, move the anchor location and patch the hole with an approved patching material from the QPL.

Attach conduits or brackets to concrete Structures with resin bonded concrete anchors, unless otherwise shown or approved.

00589.44 Sewer Line Attachment – Install utility hangers as shown on the plans to support the existing 4” diameter ductile iron sewer line on the south side of the bridge.

00589.48 Labeling - Clearly label all piping or conduit systems according to the following APWA color code:

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Table 00589-1

Material	Marker Background Color
Electrical Power Lines, Cables, Conduits, Lighting Cables	Red
Gas, Oil, Steam, Petroleum, Gaseous Materials	Yellow
Communications, Alarm, Signal Lines, Cables, or Conduits	Orange
Potable Water	Blue
Reclaimed Water, Irrigation, Slurry Lines	Purple
Sewers, and Drain Lines	Green

Generate purple by placing purple transparent film over white reflective sheeting. The purple tint of the transparent film shall match Federal Standard Color 595B No. 37100.

Minimum length of label shall be as shown in Table 00589-2.

Table 00589-2

Pipe O.D. Min.	Pipe O.D. Max.	Length of Label	Width of Label
3/4"	1 1/4"	8"	3/4"
1 1/2"	2"	8"	1"
2 1/2"	6"	12"	2"
8"	10"	12"	2"
10"	—	12"	2"

Place labels on each pipe or conduit, on each side of every bent, and at each entrance to a box girder.

Where piping is above or below normal line of sight, place pipe labels so that label may be seen from normal eye height.

Measurement

00589.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00589.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Utility Attachment on Structures, Sewer".

The type of Utility attachment on Structures will be inserted in the blank.

Payment will 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 00593 - POWDER COATING METAL STRUCTURES

Comply with Section 00593 of the Standard Specifications modified as follows:

Cedar Creek (Mill City) Pedestrian Bridge Bridges

00593.10(b) Color - Add the following to the end of this subsection:

For the bridge rails and approach rails of the Cedar Creek Pedestrian Bridge, provide a topcoat color of High Gloss Black that matches SAE AMS-STD-595 color # 27038.

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 ¾"-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 Sections 02630 and 02640, respectively.

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.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide 64-22 grade asphalt cement for this Project.

00744.43(c) Placing - Add the following:

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.

00744.90 Payment - In the paragraph that begins "No separate or additional payment..." add the following bullet:

- Asphalt tack coat
- Unused, remaining, or excess ACP

Add the following to the end of this subsection:

Payment will be made for the actual material placed. A weigh ticket shall be provided for any material not used on the project. If a weigh ticket is not provided, the Engineer will make an appropriate determination on the amount of Asphalt that was not used.

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SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications modified as follows.

00749.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantity of asphalt path approaches is 110 square feet.

00749.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

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

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 Permanent Seeding seed mix formulas:

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
<u>Bromus Vulgaris</u> (California brome)	20
<u>Elymus Glaucus</u> (blue wild rye)	20
<u>Achilla Millefolium</u> (yarrow)	5
<u>Prunella Vulgaris</u> (self-heal)	5

01030.80 Measurement – Replace this subsection, except for the subsection number and title, with the following:

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

The estimated quantity of Permanent Seeding is 25 square yards.

01030.90 Payment – Replace pay item (d) Permanent Seeding with the following pay item:

Pay Item	Unit of Measurement
(d) Permanent Seeding.....	Lump Sum

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications.

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ATTACHMENT 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:

Bridges
Cedar Creek (Mill City) Pedestrian Bridge
March 2024

**Cedar Creek (Mill City) Pedestrian Bridge
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APPENDIX A - 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
- BID PROPOSAL
 - SIGNATURE SECTION
- BID PROPOSAL BOND
- FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

INCLUDED BY REFERENCE:

- SUBCONTRACTORS SOLICITATION AND UTILIZATION REPORT, ODOT FORM 734-2721, CAN BE FOUND ON THE ODOT OFFICE OF EQUITY AND CIVIL RIGHTS WEBSITE. (SEE 00110.05(E))

SUBMIT ONLY TO LINN COUNTY

**Cedar Creek (Mill City) Pedestrian Bridge
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BID SCHEDULE

Cedar Creek (Mill City) Pedestrian Bridge
Bridges

Bid Opening: March 5, 2024 at 9:35 a.m., P.D.T.

NO	SPEC	ITEM	UNIT	QUANT	UNIT PRICE	TOTAL
1	00210	Mobilization	LS	All	\$	\$
2	00221	Temporary Work Zone Traffic Control, Complete	LS	All	\$	\$
3	00245	Temporary Water Management	LS	All	\$	\$
4	00280	Erosion Control	LS	All	\$	\$
5	00280	Sediment Barrier	FT	80	\$	\$
6	00290	Pollution Control Plan	LS	All	\$	\$
7	00310	Removal of Structures and Obstructions	LS	All	\$	\$
8	00320	Clearing and Grubbing	LS	All	\$	\$
9	00330	General Excavation	CUYD	4	\$	\$
10	00510	Structure Excavation	LS	All	\$	\$
11	00510	Granular Structure Backfill	LS	All	\$	\$
12	00530	Reinforcement, Grade 60	LS	All	\$	\$
13	00540	Deck Concrete, Class 4000	LS	All	\$	\$
14	00540	General Structural Concrete, Class 3300	LS	All	\$	\$
15	00542	Concrete Repair	LS	All	\$	\$
16	00550	15-Inch Precast Prestressed Slabs	FT	60.7	\$	\$
17	00587	Pedestrian Rail	LS	All	\$	\$
18	00589	Utility Attachment on Structures, Sewer	LS	All	\$	\$
19	00640	Aggregate Base	TON	8.6	\$	\$
20	00744	Level 2, 1/2" ACP Mixture	TON	5.5	\$	\$
21	01030	Permanent Seeding	LS	All	\$	\$
PROJECT TOTAL					\$	

**Cedar Creek (Mill City) Pedestrian Bridge
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BID PROPOSAL

TO: COUNTY BOARD OF COMMISSIONERS, LINN COUNTY, OREGON

The undersigned, as Bidder, declares that:

This Bid is for the work described on the "Description of Work" sheet bound in this Bid.

This Bid has been prepared from documents obtained from Linn County Road Department website at: <https://www.linncountyor.gov/roads/page/construction-bidding-documents> - Project Title.

The only persons or parties interested in this Bid as principals are those named in this Bid.

The Bidder submits this Bid in accordance with and subject to the terms and conditions stated in Sections 00120 and 00130 of the specifications.

The Bidder has obtained and become acquainted with the applicable standard specifications, special provisions, plans, and other required provisions applicable to the particular work for which the Bid is submitted.

The Bidder has reviewed the requirements of the Agency's Conflict of Interest Guidelines and all required Conflict of Interest disclosures have been made.

The Bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it.

The Bidder has obtained and become acquainted with the forms of contract and bond which are to be signed by the successful Bidder.

The Bidder is satisfied as to the quantities and conditions and understands that in signing this Bid the Bidder waives all right to claim any misunderstanding regarding these quantities and conditions.

The Bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board for the Agency to consider a Bid for the public improvement contract. (This does not apply to Federally Funded Projects, the Contractor need not be licensed to submit a Bid, but shall have a current active CCB license prior to execution of the Contract.)

The bid guaranty submitted with this Bid, if a Bid Bond, is by this reference made a part of this Bid.

The Bidder also proposes and agrees that:

If this Bid is accepted, the Bidder will execute the Contract form furnished by the Agency, will provide all necessary machinery, equipment, tools, apparatus, labor and other means of construction, and will do all work and furnish all the materials specified in or called for by the Contract in the manner and time prescribed in the Contract and according to the requirements of the Engineer as given in the Contract.

The Bidder will accept, as full payment for the work performed and the materials, labor, equipment, machinery, tools, apparatus and other means of construction furnished, the amount earned under the Contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices Bid as these prices are given in the "Bid Schedule" bound in this Bid.

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Any contract awarded to the Bidder shall include the provisions required by ORS 279C.830 or 40 U.S.C. 276a.

The Bidder also certifies to the following:

A. Noncollusion:

The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Bidder, or potential Bidder except as disclosed on a separately attached statement.

Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the opening of Bids.

No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

The Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Linn County's Board of Commissioners, in awarding the Contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Linn County's Board of Commissioners, of the true facts relating to the submission of Bids for this Contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, principals, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Cedar Creek (Mill City) Pedestrian Bridge Bridges

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

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

List exceptions. (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, Bid Insert.)

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" to the Linn County Road Department.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The prospective participant also agrees by submitting their Bid that they shall require that the language of this certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Cedar Creek (Mill City) Pedestrian Bridge Bridges

D. Compliance With Oregon Tax Laws:

By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), and 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

The Bidder certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

G. Use of Registered Subcontractors:

That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS Chapter 701 before the subcontractors commence work under this Contract.

H. Incorporation of All Addenda:

The Bidder has incorporated into this Bid all Addenda issued for this Project.

The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the Linn County Road Department's website. Addenda may be downloaded from the Linn County Road Department's website.

The Bidder shall be responsible for diligently checking the Linn County Road Department's website for Addenda. Bidders should check the website at least weekly until the week of Bid Closing and daily during the week of Bid Closing.

By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the Linn County Board of Commissioners and their members, officers, agents, and employees that may arise out of the Bidder's failure to access all

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Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

I. Pay Equity Certificate:

If the Bidder employs 50 or more full-time employees and the estimated amount of the Contract exceeds \$500,000, the Bidder certifies that the Bidder possesses an unexpired certificate issued by the Oregon Department of Administrative Services (under ORS 279A.167), issued upon completion of the curriculum and assessment that the Bidder understands the prohibitions set forth in ORS 652.220 and the other laws and rules that prohibit discrimination in compensation or wage payment.

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:

_____ [Enter "an individual," "a partnership," "a corporation," or "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 telephone number to which communications may be directed is (_____) _____
[Telephone No.]

The email address to which communications may be directed is _____
[Email Address]

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 _____ Tel. No. _____

Address _____
[Street] [City] [State] [Zip Code]

Accompanying this Bid as bid guaranty is a _____
["Bid Proposal Bond," "cashier's check," "certified check", or
"irrevocable letter of credit"]

in the amount of (10) percent of the total amount of the Bid.

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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 Bid Proposal shall be accepted and the undersigned shall fail or neglect to contract as aforesaid, and to give bonds in the amount specified, with surety 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.

Bidder

Dated _____, 20__

By: _____

By: _____

If you desire to limit the number of contracts to be awarded to your firm at this opening of bids as permitted by 00120.50 of the Specifications, please complete one of the following limiting statements:

LIMITING STATEMENTS:

- No. 1. This Bid is conditioned upon my (our) not being awarded more than _____ of the contracts on which I (we) have bid at this opening of bids.
- No. 2. This Bid is conditioned upon my (our) not being awarded contracts at this opening of bids for an aggregate total amount in excess of \$ _____.

INTENTIONALLY LEFT BLANK

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SIGNATURE SECTION

THE BIDDER HEREBY ACKNOWLEDGES THAT ALL REQUIREMENTS AND CONDITIONS INCLUDED OR IDENTIFIED IN THE SOLICITATION DOCUMENTS, INCLUDING THE BID BOOKLET, ADDENDA, PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS, ARE PART OF THIS BID AND CONTRACT. THE BIDDER IS ADVISED THAT BY SIGNING THIS BID THE BIDDER IS DEEMED TO HAVE SIGNED AND READ, UNDERSTOOD, ACCEPTED, AGREED TO, AND ACKNOWLEDGED ALL OF THE ABOVE STATEMENTS AND ALL OF THE STATEMENTS INCLUDED IN THE PROVISIONS OF ALL THE DOCUMENTS, CERTIFICATIONS, AND STATEMENTS CONTAINED IN THIS BID.

FAILURE TO HAVE ALL REQUIRED SIGNATURES IN THIS SIGNATURE SECTION NOTARIZED WILL BE CAUSE TO REJECT THIS BID.

PART A	IF YOU ARE NOT A JOINT VENTURE OR PARTNERSHIP, COMPLETE THIS PART A. IF YOU ARE A JOINT VENTURE OR PARTNERSHIP, COMPLETE PART B.
---------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

_____ (Bidder's Name)

_____ (Oregon Construction Contractors Board Registration Number) _____ (Expiration Date)

By _____
(Signature of Bidder's Authorized Representative)



_____ Dated _____, 20____
(Typed or Printed Name and Title of Signer)

State of _____

County of _____



Signed and sworn to (or affirmed) before me on this

_____ day of _____, 20____

_____ (Notary Public's Signature)



My commission expires _____

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PART B	IF YOU ARE A JOINT VENTURE OR PARTNERSHIP AN AUTHORIZED SIGNATORY MUST SIGN ON BEHALF OF THE JOINT VENTURE OR PARTNERSHIP, AND EACH MEMBER OF THE JOINT VENTURE OR PARTNERSHIP MUST SIGN INDIVIDUALLY. THE CONTRACTOR AND EACH MEMBER OF THE JOINT VENTURE OR PARTNERSHIP SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THE CONTRACT.
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_____ (Bidder's Joint Venture or Partnership Name)

AUTHORIZED SIGNATORY FOR JOINT VENTURE OR PARTNERSHIP

(Oregon Construction Contractors Board Registration Number)


(Expiration Date)

By _____ 
(Signature of Joint Venture's or Partner's Authorized Representative)

_____ Dated _____, 20____
(Typed or Printed Name and Title of Signer)


State of _____

County of _____



Signed and sworn to (or affirmed) before me on this

____ day of _____, 20____

_____ 
(Notary Public's Signature)

My commission expires _____

Continue Joint Venture or Partnership signatures on next page.

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BID PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
a surety company duly organized under the laws of the State of _____,
having its principal place of business at _____,
in the State of _____, and authorized to do business in the State of Oregon, as
surety, are held and firmly bound unto the Linn County Board of Commissioners as an obligee, in the full
and penal sum of ten percent (10%) of the total amount of the Bid 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 _____
[Bidder]

Is herewith submitting its Bid for the following work, to wit:

said Bid Proposal, by this reference being 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 Bidder, and if the said Bidder 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____

[Bidder Signature]

[Company]

Countersigned at _____, this _____, day of _____, 20____

[Surety Company]

[Signature]

[Agent Phone]

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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name _____

Highway _____

County _____

Bid Opening Date _____

Name of Bidding Contractor _____

Email Address _____

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)