

**SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION**

**HOOD RIVER COUNTY
PUBLIC WORKS DEPARTMENT
HOOD RIVER, OREGON**



**BARKER ROAD RECONSTRUCTION
AND RESURFACING PROJECT**

HOOD RIVER, OREGON

BID #2022-PW02

PUBLISHED: OCTOBER 19, 2022

BID CLOSING: NOVEMBER 17, 2022

DESCRIPTION OF WORK

Barker Road Reconstruction and Resurfacing Project
Hood River County

TIME AND PLACE OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the Work described above will be 2:00 p.m. on Thursday, November 17, 2022.

Bids shall be submitted to: Public Works Office Manager
Hood River County Public Works Department
918 18th Street
Hood River, OR 97031

Bidders shall submit bids no later than the established bid closing date and time. Bid submittals, bid modifications, and bid withdrawals will not be accepted after the established bid closing date and time.

TIME AND PLACE OF OPENING BIDS (BID OPENING)

Bids for the Work described above will be opened and read at the office of the Hood River County Public Works Department, located at 918 18th Street, Hood River, Oregon at 2:00 p.m. on the date of Bid Closing.

COMPLETION TIME LIMIT

Complete all Work to be done under the Contract not later than June 15, 2023.

CLASS OF PROJECT

This is a Local District project sponsored by Hood River County.

CLASS OF WORK

The Class of Work for this Project is either: A) Earthwork and Drainage, or B) Aggregate Bases, or C) Asphalt Concrete Paving and Oiling.

PROJECT INFORMATION

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

Chris Harrell, Engineering Manager, Hood River County Public Works
918 18th Street, Hood River, OR 97031. Phone (541) 387-7101

Mikel Diwan, PE, Public Works Director, Hood River County Public Works
918 18th Street, Hood River, OR 97031. Phone (541) 387-710

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PROJECT WAGE RATES

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

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

(1) U.S. Department of Labor, "General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and

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

The applicable Federal prevailing wage rates and the existing State prevailing wage rates last published on July 1, 2022 apply to this Project.

Wage Rates are Internet-Accessible – General Davis-Bacon wage determinations are published online and available for contractor determination thru the U.S. Department of Labor Wage and Hour Division website at:

<https://sam.gov/content/home>.

The applicable BOLI prevailing wage rates are published online and available for contractor determination thru the Oregon Bureau of Labor and Industries website at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>.

Wage Rates are Subject to Change - Modifications or amendments to the Davis-Bacon and BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page(s) for modifications and amendments of applicable wages up until Bid Opening.

WEBSITE ADDRESSES

The Project Construction Plans, Special Provisions, Bid Booklets Addenda, and Notice of Intent to Award shall be posted on the Hood River County Barker Road Project website (Agency website) at:

www.hoodrivercounty.gov/pwprojects_barkerroad/

The terms “Hood River County Barker Road Project website” and “Hood River County website” may be used interchangeably within any portion of these Special Provisions and refer to the specific page(s) on the official Hood River County website administered by Hood River County, Oregon that reference the project or work described herein.

The Oregon Department of Transportation (ODOT) Standard Specifications for Construction 2018 Edition are available on the ODOT website at:

https://www.oregon.gov/odot/Business/Specs/2018_STANDARD_SPECIFICATIONS.pdf

PERMITS

The following documents pertain to the Barker Road Reconstruction and Resurfacing Project and must be kept at the project site during construction:

- Oregon Department of Transportation (ODOT) Application and Permit to Occupy or Perform Operations Upon a State Highway
- Hood River County Public Works (HRCPW) Public Right-of-Way (ROW) Work Permit Application

HOOD RIVER COUNTY

TECHNICAL SPECIAL PROVISIONS



FOR

Barker Road Reconstruction and Resurfacing Project,
Hood River County, Oregon

CONSOLIDATED SPECIAL PROVISIONS

Prepared By: _____ Date: _____

PROFESSIONAL OF RECORD CERTIFICATION(S):

<p>Seal w/signature</p>  <p>RENEWS: JUNE 29, 2024</p>	<p>Section: 00120, 00130, 00170.</p>
<p>Seal w/signature</p>  <p>RENEWS: JUNE 29, 2024</p>	<p>Section: 00210, 00220, 00280, 00305, 00310, 00320, 00330, 00405, 00445, 00470, 00641, 00643, 00744, 00749, 00850, 00860, 00867, 01030, 01040, 01045, 02080, 02415, 02440, 02450, 03020.</p>

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following on the Barker Road Reconstruction and Resurfacing Project in Hood River County:

1. Install erosion control measures.
2. Perform site grading activities.
3. Remove, replace, or protect storm drain facilities.
4. Protect existing utilities.
5. Construct HMAC paving section.
6. Construct HMAC driveway and Road Approach connections.
7. Perform additional and incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the work on this project are the Oregon Department of Transportation (ODOT) "Oregon Standard Specifications for Construction 2018" edition.

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

CLASS OF PROJECT

This is a Local District project sponsored by Hood River County.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders – Replace the second paragraph of this subsection with the following:

Prequalification of Bidders by ODOT is required for this Project. Contracts will only be awarded to Bidders who, at the time of bid opening, are prequalified in the Class or Classes of Work specified in the Special Provisions. The prequalification shall be required to remain in effect for the duration of the project.

00120.01 General Bidding Requirements - Replace the first paragraph of this subsection with the following:

Bids must be submitted by paper. Bids submitted electronically will not be considered.

00120.05 Request for Plans Special Provisions, and Bid Booklets – Replace this subsection, except for the subsection number and title, with the following:

An electronic version of the Oregon Department of Transportation (ODOT) Oregon Standard Specifications for Construction, 2018 Edition, are available for examination and download from the ODOT website described on the Website Addresses page.

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

Barker Road Reconstruction
March 2022

- (a) **Paper Bids** – Solicitation and project documents (solicitation documents), which include but are not limited to, the Project Plans, Special Provisions, and Bid Booklet, are available for examination and download from the Hood River County website described on the Website Addresses page. Bidders requesting paper copies of the solicitation or project documents will be directed to the website and will be responsible for accessing and printing paper copies under their own direction and at their own expense. Paper copies will not be provided by Hood River County.
- (b) Bidders obtaining solicitation documents from the Hood River County website are directed to contact the Hood River County Public Works Department to register their company name and contact information for bid consideration. Contact information may be submitted electronically to public.works@hoodrivercounty.gov or by contacting the Public Works main office at (541) 386-2616.
- (c) **Electronic Bids** – Electronic Bids will not be accepted.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Replace this subsection, except for the subsection number and title, with the following:

Hood River County (Agency) reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. Hood River County will not mail notice of any issued Addenda to plan holders, either electronically or via USPS. All issued Addenda will be published and available for examination and download from the Hood River County website. Bidders are encouraged to frequently check the website until the date of bid closing. "Frequently" is herein described as at least once weekly until the week of bid closing and at least once daily the week of bid closing. Refer to the Website Addresses page for website information.

Hood River County will not be responsible for any Bidder's failure to receive Addenda that is provided as described in the preceding paragraph. Bids may be rejected from consideration if opened and found by the Agency not to be based on Addenda issued before Bids were opened.

00120.40 Preparation of Bids - Replace this subsection, except for the subsection number and title, with the following (Statements of "Comply with this subsection" indicate the subsection shall not be replaced):

(a) General:

- (1) Paper Bids** - All bids shall be submitted by paper using the Bid Booklet and submittal forms included therein, which can be obtained in accordance with Subsection 00120.05.

Bidders shall not alter the original contents of the Bid Booklet except to complete the certifications, statements, and entries in accordance with the instructions. Submittal of a signature by the Bidder's authorized representative thereon, constitutes the bidder's confirmation of, and agreement to, all certifications, statements, and entries contained in the Bid Booklet. Entries in the Bid Booklet shall be in ink or typed. Signatures and Initials shall be in ink.

- (2) Electronic Bids** – Electronic Bids will not be accepted.

(b) Bidding Considerations - Comply with this subsection.

(c) Bid Schedule Entries:

- (1) Paper Bid Schedule Entries** – Comply with this subsection.

- (2) Electronic Bid Schedule Entries** – Delete this subsection.

(d) Bidder's Address and Signature Pages – Replace this subsection, except for the subsection number and title, with the following:

Bidders shall include in the Bid the address to which all communication concerning the Bid and Contract should be sent. The bid must be signed by a duly authorized representative of the Bidder.

(e) Bid Guaranty – Comply with this subsection.

- (1) Bid Guaranty with Paper Bids** – Comply with this subsection.

- (2) Bid Guaranty with Electronic Bids** – Delete this subsection.

(f) Disclosure of First-Tier Subcontractors – Replace this subsection, except for the subsection number and title, with the following:

If a Bidder's Bid on a public improvement Project exceeds, \$50,000, the Bidder shall, within two working hours of the time Bids are due to be submitted, submit to the Agency on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no Subcontractors subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure form may be submitted for a paper Bid either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids, or
- By removing it from the paper bid Booklet, filling it out and submitting it separately to the Hood River County Public Works Department at the address given in the Bid Booklet or by facsimile to the Hood River County Public Works Department at 541-386-2912.

Subcontractor Disclosure Forms will be considered late if not received by The Agency within two working hours of the time designated for receiving Bids.

Bids not in compliance with the requirements of this Subsection will be considered nonresponsive.

(g) Disclosure of Conflict of Interest – Delete this subsection.

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

Bids shall be submitted by mail, parcel delivery service, or hand delivery to the office and address, and at the time given in the Bid Booklet. Bids must be submitted in a sealed envelope with the word "Bid", the name of the Project, and the name and address of the Bidder printed on the outside of the envelope. If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the Bid inside the delivery or courier service's envelope.

Bids submitted after the time set for receiving bids will not be opened or considered. Any late Bid without the name and address of the Bidder printed on the outside of the envelope will be retained

unopened for a maximum of 30 days and then destroyed. The Agency assumes no responsibility for the receipt and return of late Bids.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids – Replace this subsection, except for the subsection number and title, with the following:

Information entered into the Bid Booklet by the Bidder may be changed or the Bid withdrawn after the Bid has been delivered to the Agency, provided that the change or withdrawal request is submitted:

- In writing on the Bidder's letterhead and signed by an individual who is authorized to sign the Bid and proof of authorization to sign the Bid accompanies the change request.
- In a sealed envelope with the words "Bid Change" the name of the Project, and the name and address of the Bidder on the outside of the envelope.
- At the location designated for submitting Bids.
- By the time designated for Bid closing.

Bid change or withdrawal requests will not be accepted by facsimile or email.

00120.65 Opening and Comparing Bids – Comply with this subsection.

00120.70 Rejection on Non-responsive Bids – Comply with this subsection.

00120.80 Reciprocal Preference for Oregon Resident Bidders – Replace the second paragraph, which begins 'Bidders shall complete...': with the following:

Bidders shall certify that they are or are not a resident Bidder on the Bid form. Failure to properly certify residency status may be cause to reject the Bid.

00120.90 Disqualification of Bidders – Comply with this subsection.

00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder – Comply with this subsection.

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

Replace the third paragraph with the following:

The Agency will provide Notice of Intent to Award on the Agency's website. Refer to the Website Addresses page for website information.

00130.15 Right to Protest Award - Replace this subsection, except for the subsection number and title, with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest bidders and any other Bidder directly in line for Contract Award, may submit to the Hood River County Public Works Department a written protest of the Agency's intent to Award within three working days following the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

The Agency is not obligated to consider late protests.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.00 General - Add the following paragraphs to the end of this subsection:

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

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

Add the following subsection:

00170.07 Record Requirements - For purposes of this Subsection the term “Contractor” includes the Contractor, all subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their subcontractors and any other lower tier subcontracts, and “Related Entities” as that term is defined in OAR 731-005-0780. The Material Suppliers included in this definition are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide quotes.

(a) Records Required - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor’s performance of the Contract or a subcontract;
- The Contractor’s ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor’s business. The records for the Contractor’s business include without limitation the:

- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.
- Payroll records (including without limitation the ledger or register, and tax forms) and all documents which establish the periods, individuals involved, the hours for the individuals, and the rates for the individuals.
- Records that identify the Equipment used by the Contractor and subcontractors in the performance of the Contract or subcontracts, including without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, and subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with subcontractors and contracts with Material Suppliers, Suppliers and providers of rented equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 731-005-0780.
- General ledger.
- Trial Balance.
- Financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including without limitation, the labor, benefits and insurance, Materials, Equipment, and subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisor's daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.
- Subcontractors' and lower tier subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.
- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Contractor or the Agency. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all subcontractors, Material Suppliers and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers to comply with 00170.07. The Contractor shall also require all subcontractors, Material Suppliers, and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower tier subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide Material quotes and Related Entities as defined in OAR 731-005-0780.

(b) Access to Records - The Contractor shall provide the Engineer access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access records is subject to OAR 731-005-0780(9). During the record retention period the Engineer, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Engineer may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Engineer review of the records.

Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

(c) Record Retention Period - The Contractor shall maintain the records and keep the records accessible and available at reasonable times and places for at least three years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

(d) Public Records Requests - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.501(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.410 through 192.505, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure.

In addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

- The Contractor consents to such disclosure; or
- Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.

00170.10(c) Interest on Unpaid Amount - Replace this subsection, except for the subsection number and title, with the following:

If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be nine percent per annum. The amount of interest shall not be waived.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects - Replace this subsection with the following subsection:

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

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

As required by ORS 279C.520, compliance by the Contractor with the prohibitions in ORS 652.220 is a material element of the Contract and failure to comply is a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default. The Contractor shall not prohibit any of the Contractor's employees from, or retaliate against an employee for, discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(b) State Prevailing Wage Requirements - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

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

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

The applicable BOLI wage rates will be included in the Contract.

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

The Contractor and subcontractors shall preserve the certified statements for a period of six years from the date of completion of the Contract.

(3) Additional Retainage:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

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

(4) Owner/Operator Data - The Contractor shall furnish data to the Agency for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Drivers name;
- Copy of driver's license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and
- Name of owner/operator from the side of the truck.

(c) State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.

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

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

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

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

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

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

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

(e) Additional Requirements When Federal Funds are Involved - When federal funds are involved, the following requirements shall apply in addition to the requirements of 00170.65(a) through 00170.65(d). The Contractor shall include these provisions in all subcontracts as well as ensure that all Subcontractors include these provisions in their lower-tier subcontracts.

(1) FHWA Requirements - For Federal-aid projects, the Contractor shall comply with the provisions of FHWA Form 1273, "Required Contract Provisions Federal-aid Construction Contracts".

(2) Minimum Wage Rates - The Contractor shall pay each worker in each trade or occupation employed to perform any work under the Contract not less than the existing State (BOLI) prevailing wage rate or the applicable federal prevailing wage rate required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), whichever is higher. The Contractor shall include this provision in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the Project and how to access the applicable wage rates.

The applicable Davis-Bacon and BOLI wage rates will be included in the Contract.

(3) Payroll and Certified Statements - In addition to providing the payroll information and certified statements required under ORS 279C.845 (see 00170.65(b)(2)), the Contractor and every Subcontractor shall submit written certified statements that also meet the requirements in Section IV of FHWA Form 1273, except the Contractor and every Subcontractor shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(4) Overtime - With regard to overtime pay, the Contractor shall comply with the overtime provision affording the greatest compensation required under FHWA Form 1273 and ORS 279C.540.

00170.70(a) Insurance Coverages - The following insurance coverages and dollar amounts are required pursuant to this subsection:

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

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

Add the following as Additional Insureds under the Contract:

- Hood River County and its officers, agents, and employees
- Hood River County Board of Commissioners
- Century West Engineering Corporation, its officers, agents, employees, and subconsultants

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

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

- Hood River County and its officers, agents, and employees
- Hood River County Board of Commissioners
- Century West Engineering Corporation, its officers, agents, employees, and subconsultants

00170.80 Responsibility for Damage to Work - Replace this subsection, except for the subsection number and title, with the following:

(a) Responsibility for Damage in General - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

(b) Repair of Damage to Work - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according to the provisions of (c) below. Perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

Acts of God or Nature, as defined in Section 00110; or

Actions of governmental authorities.

(c) Responsibility for Damage to Work Caused by Public Traffic - The Contractor may apply for relief of responsibility for damage to Work caused by public traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery or courier, by FAX, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within seven Calendar Days indicating each item as "approved" or "denied".

The approval of the Engineer is limited and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by public traffic. The completed portions of the Work are not considered complete and are not finally accepted for any other purposes under the Contract.

(1) Request for Relief - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by public traffic, to the following completed portions of the Work:

A segment of Roadway, drainage facilities, Slopes, lighting, traffic control devices and access facilities;

A Bridge or other Structure within a segment of Roadway;

Traffic signals and appurtenances at an intersection;

Permanent, passive traffic control devices;

Complete circuits of a highway lighting system; and

Portions of a building open to public use.

The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by public traffic only under the following conditions:

The completed portions of the Work are completed according to Contract Change Orders, the Contract Plans or approved stage construction Plans;

The traffic control complies with approved traffic control Plans; and

All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

(2) Scope of Relief - When the Agency assumes responsibility for damage to completed portions of the Work caused by public traffic any damages will be repaired by the Contractor on an Extra or Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by public traffic before Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by public traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 100% of the total amount calculated according to Section 00197.

If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by public traffic, and the Work is performed outside of the approved stage construction Plans or approved traffic control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by public traffic at no additional cost to the Agency.

(d) Vandalism - Vandalism and Theft - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification. If reasonable protection has been provided, the Contractor's responsibility for damage resulting from vandalism will be limited to \$5,000.00 per occurrence. Requests for reimbursement of amounts in excess of \$5,000.00 shall be in writing and directed to the Engineer. Upon receipt, the Engineer will investigate, evaluate the amount of damages and their cause, determine the number of occurrences, and determine whether, and how much, the Contractor will be compensated.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including without limitation theft that occurs in conjunction with vandalism.

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

Add the following subsection:

00220.02(a) General Requirements - Add the following bullet to the end of the bullet list:

- Delineate all business accesses with tubular markers on 10-foot maximum spacing.
- The Contractor shall be responsible for attaining a Traffic Control Permit from Hood River County and the Oregon Department of Transportation

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the paragraph that begins "For Work on Agency Controlled Lands..." with the following paragraph:

For Work on Agency Controlled Lands use either the Agency's ESCP, a Contractor modified version of the Agency's ESCP, or a Contractor developed ESCP. Submit the following for approval at least 10 Calendar Days before the preconstruction conference:

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

Add the following subsection:

00280.15(a) Check Dams - Replace the bullet that begins "**Type 2: Fiber Rolls** - Fiber rolls or wattles..." with the following bullet:

- **Type 2: Fiber Rolls** - Fiber rolls or wattles that are pre-manufactured, filled with plant based, naturally occurring fiber (e.g.: straw, wood, excelsior, hemp or coconut fiber) that contains no weed seeds and that is not moldy, caked, decayed or of otherwise low quality. When straw is used, furnish straw meeting the requirements of 01030.15(b). Furnish fiber roll that is fully biodegradable with enclosing netting derived from natural fibers (e.g.: jute, sisal, hemp or coir fiber). Furnish rolls with a minimum density of 2.75 pounds per cubic foot and constructed to hold its shape to provide a diameter of between 8 and 10 inches.

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

In the paragraph that begins "Item (a) includes..." delete the bullet that specifies "providing the Erosion and Sediment Control Manager".

Replace the paragraph that begins "When only Item (a) is..." with the following paragraph:

When only item (a) is listed in the Contract Schedule of Items, additional ESC devices required for permit compliance will be paid for as Extra Work according to Section 00196.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.80 Measurement – Replace the first bulleted item with the following:

- There will be no measurement of quantities for general earthwork. The bid item includes the following:
Pipe removal
Inlet/Junction structure removal
Driveway asphalt removal

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 – EARTHWORK

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

00330.03 Basis of Performance - Delete this subsection and replace with the following:

00330.03 Basis of Performance – Earthwork to be performed under this specification including excavation, haul, disposal, and embankment construction, unless otherwise specified, will not be measured and will be paid for on the Lump Sum Basis.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.41(e) Blasting – Replace this subsection, except for the subsection number and title, with the following:

Blasting will not be permitted on this project.

00330.80 Measurement – Replace the first bulleted item with the following:

- There will be no measurement of quantities for general earthwork. **The Contractor shall complete their own earthwork calculations to confirm the required quantities for their bid.** The Engineer has estimated the following quantities utilizing AutoCAD Civil 3D 2020.

*General Excavation: 210 cubic yards

- This bid item includes the following:
Excavation for driveway reconstruction
Excavation for roadside ditches

The Contractor should consider the following when preparing their lump sum bid:

* The Engineer's earthwork volume estimates are calculated as the volume between subgrade of the roadway as indicated on the typical sections and the existing ground surface as indicated in the topographic survey. These estimated volumes do not reflect volumetric adjustments relating to stripping depths or removal of structures and obstructions such as existing asphalt concrete pavement, concrete curbs, and driveways that are identified to be removed. Earthwork quantities also include excavation required for placement of topsoil within the project limits including landscape areas, and other grading outside the limits of the roadway as shown on the plans.

A 5% contingency has been added to the earthwork quantity estimate to make grading adjustments as requested by property owners or directed by the Engineer. This additional 5% work contingency shall be reflected in the Contractor's lump sum bid and will not be measured.

*The quantities estimated above exclude excavation and embankment for the following items, which are paid under the separate specific bid items:

Trench Excavation (Incidental to Pipe Installation)
Removal of Pipes, Manholes and Inlet Catch Basins

All other items where the specifications specifically state that excavation is a part of the bid

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.46(a) General - Replace the paragraph that begins "Thoroughly tamp and compact all ..." with the following paragraph:

Thoroughly tamp and compact all trench backfill with machine or pneumatic operated tampers of a size and type that will obtain the required density. When fill is to the top of the pipe, compact the trench backfill in a manner to avoid damage to the installed pipe.

00405.46(b) Pipe Zone - Replace the paragraph that begins "As required under the haunches..." with the following paragraph:

As required under the haunches of pipe and in areas not accessible to mechanical tampers or to testing, compact with hand methods to ensure intimate contact between the backfill material and the pipe or Structure. Place backfill material between corrugations when the pipe product is manufactured with external corrugations. Provide thorough compaction.

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins "Compact the top 3 feet..." with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.90 Payment – The accepted quantities of pipe and related Work item performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
1) 10 Inch Storm Sewer Pipe, 5 FT Depth.....	Foot
2) 12 Inch Storm Sewer Pipe, 5 FT Depth.....	Foot

Payment for items in this section shall include connection to an existing structure and armoring of the inlet as shown on the plans.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.90 Payment – The accepted quantities of Inlets and related work performed under this section include connections to new and existing pipes.

SECTION 00641 - AGGREGATE SUBBASE AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00643 - FULL DEPTH RECLAMATION BASE

Section 00643, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00643.00 Scope – The Full Depth Reclamation Base Work consists of constructing a reclaimed base by pulverizing and mixing the existing asphalt concrete pavement, base rock and subgrade materials and compacting and grading the base to the lines, grades, thicknesses and cross sections required.

00643.01 Abbreviations:
 FDR – Full Depth Reclamation

Materials

00643.10 Materials:

- a) **Pulverized Material** - The reclaimed pulverized material shall conform to the gradation in the table below.

<u>Sieve Size</u>	<u>% Passing</u>
3 inch	100
1 ½ inch	95 – 100
1 inch	90 – 100
#4	55 – 75

- b) **Cementitious Materials** –N/A
- c) **Water** – N/A
- d) **Emulsified Asphalt Cement for Cure Seal** – N/A

00643.12 Mix Design - The mix design establishes the depth of the completed FDR, and the maximum dry density and optimum moisture content. The mix design is based on the materials that are found on the project site. Mix design is based on the understanding that the surface asphalt concrete will be included. Mix asphalt concrete with underlying material during initial pulverization.

The mix design is not based off measured values and is assumed. Actual field densities will vary depending on location. The following mix design is provided for estimation purposes and should not be used for field testing.

- FDR mixture dry unit weight: 110 pcf minimum (compacted dry density)
- Initial pulverization and mixing depth: 16 inches
- Cement Content: **N/A**
- Finished FDR compacted depth: 11 inches
- Predominate soil type after FDR: Silt with some aggregate base and asphalt concrete

Compressive strength shall be determined by density testing (95% minimum) per AASHTO T-99 Method D.

00643.15 Quality Control - Quality control sampling and testing are the responsibility of the contractor. The contractor shall complete a quality control plan and provide the documentation to the Engineer for review at the pre-reclamation conference as required in section 00643.41. Quality control test results shall be made available to the Engineer

00643.16 Acceptance – Acceptance of the FDR will be based on field observations by the Engineer.

The Engineer will verify the uniformity and depth of placement. When it is determined that the treatment depth is not being obtained, discontinue all FDR operations. Do not resume until corrective measures have been taken. If the depth of the FDR material is greater than 1-inch

deficient, the Contractor shall remove the deficient material and replace it with new material that meets the specified depth. The cost of removal and replacement shall be incidental.

When it is determined that specified density is not being obtained, discontinue all FDR placement operations. Do not resume until corrective measures approved by the Engineer have been taken.

Equipment

00643.20 Pulverizing and Mixing Equipment - Furnish a self-propelled single-shaft or multiple-shaft pulverizing mixer machine specifically made for reclamation and capable of reclaiming the existing material to a minimum depth of 16 inches. The machine shall be equipped with automatic depth control and maintain a constant cutting depth and width. It shall be capable of pulverizing and mixing existing asphalt concrete, base rock and soil, and injecting water at controlled rates. All pulverizing and mixing shall be performed with this machine. Agricultural disks or motor graders are not acceptable mixing equipment.

Pulverizing and mixing equipment shall be approved by the Engineer prior to use.

00643.22 Grading Equipment - Provide grading equipment capable of spreading the reclaimed material and striking it off to designated lines, grades and transverse slopes without segregation, dragging or fracturing of aggregate.

00643.23 Compaction Equipment - Provide self-propelled vibratory tamping foot and steel-wheel rollers capable of reversing without backlash. Tamping foot rollers shall have a minimum gross static weight of 15 tons and smooth-wheel rollers shall have a minimum gross static weight of at least 12 tons.

00643.24 Water Trucks - Provide a water truck with a maximum gross vehicle weight of 26,000 pounds to provide water used to keep the surface of the mixed material damp until the seal coat is applied.

Labor

00643.30 Quality Control Personnel - Provide certified technicians in the following fields:

- CEBT
- CAGT
- CDT

Construction

00643.40 Seasonal and Temperature Limitations - The Contractor shall not perform reclaiming operations when the weather conditions are such that proper mixing, shaping, and compacting of the reclaimed material cannot be accomplished.

00643.41 Pre-Reclamation Conference - Supervisory personnel of the Contractor, including any subcontractors who are to be involved in the reclamation Work, shall meet with the Engineer at a mutually agreed time to discuss methods of accomplishing the Work. A representative of the Contractor responsible for the quality control on the project shall also attend.

Two working days prior to the pre-reclamation conference the Contractor shall present the following:

- A list of proposed equipment
- A schedule showing phasing for each FDR section
- A proposal for construction methodology
- Plan for review and potholing of subsurface utilities and any areas requirement special attention.
- A quality control plan
- A review of potential utility conflicts including location, depth to utilities, and a plan to protect existing utilities during construction.

00643.43 Pulverizing - Pulverize and compact the reclaimed base material in a single lift.

(a) Initial pulverization, compacting and grading:

Pulverize and mix the existing materials in-place to the mix design depth. After initial pulverizing, grade and compact the material per Section 00643.44. Excavate as necessary so that the finish grade after final mixing, shaping and compaction complies with the plans and specifications. Complete compaction after grading with a smooth wheel roller. Remove excess material in accordance with 00330.

Failure to comply with any of the above specifications is cause for the Engineer to order any or all portions of the Work to stop until the Work is brought into compliance or to repeat the treatment of the material at no additional cost to the Agency.

00643.44 Compaction - Begin both the initial and final compaction Work specified in 00643.43 by compacting with a tamping foot roller operated in non-vibratory mode and continuing until the roller pads walk out of the reclaimed mix. Discontinue any type of rolling resulting in cracking, movement, or other types of distress until such time that the problem can be resolved. If there is a significant change in mix proportions, weather conditions, or other controlling factors, the Engineer will require construction of test strips to check target density.

Immediately following compaction with the tamping foot roller, cut to line, grade and cross-slope.

Following grading, use a smooth drum roller, operated in non-vibratory mode, to complete compaction and remove roller marks. As compaction nears completion, if necessary or as required by the Engineer, lightly scarify or broom-drag to remove imprints left by equipment or to prevent compaction planes. Continued compaction until uniform and specified density is obtained. Compaction and finishing shall be done in such a manner as to produce a dense surface free of compaction planes, cracks, ridges, or loose material.

Compaction shall be a minimum of 95 percent of the maximum density according to AASHTO T 99, Method D corrected for oversize per AASHTO T224, 1996 Version.

00643.45 Shaping and Surface Tolerances - The grade of the compacted FDR base shall be finished to within a 1/2 inch of the lines and grades shown on the plans or as directed by the Engineer. Surface smoothness shall comply with 00641.45. Shape to achieve planned profile and cross slope, or as directed, and to fill or remove the tamping foot roller marks. If the surface does not meet the specified grade tolerance and smoothness, pre-level the FDR surface prior to paving with ACP in accordance with 00744.43(c).

Re-use excess FDR material after finish grading as shoulder material to adjust shoulders to finish paving grade along the roadway after paving. Spread the reclaimed shoulder material uniformly throughout the project and supplement, when necessary, with aggregate shoulder materials as directed by Engineer. Finish the shoulder work according to the applicable requirements of Section 00641.

00643.50 Preparation for Paving

- a. Contractor to proof roll the FDR base under the observation of the Engineer. Areas exhibiting deflection, reaction or pumping shall be repaired according to 00331.
- b. Sawcut and remove damaged or uplifted pavement adjacent to the FDR base. Repair to pavement and structures damaged by FDR process shall be at no additional cost to Agency.
- c. Remove loose sand, dust and debris prior to paving.
- d. Contractor to provide elevation survey every 25 feet at roadway edges and centerline prior to paving.

Maintenance

00643.60 Care and Maintenance of Work - Maintain the FDR base in good condition until all Work is completed and accepted at the Contractor's expense. Maintenance shall include immediate repairs of any defects that may occur. If it is necessary to replace any FDR base, the replacement depth shall be the design depth of the FDR or match the depth of the adjacent FDR, whichever is greater. Replace the FDR base with aggregate base material complying with Section 00640 at equal depth. No skin patches will be permitted.

Measurement

00643.80 Measurement

- a) **Full Depth Reclamation Base** - The quantity of FDR Base will be measured in the field on the area basis.

Payment

00643.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Full Depth Reclamation Base	Square Yard

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

SECTION 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 PG 64-22 grade asphalt cement for this Project.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

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

00749.92 Method “B” – Complete in Place Basis – The items to be paid for under Method “B” are:

Pay Item	Unit of Measurement
(a) Asphalt Approaches.....	TON

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.30 Manufacturer’s Representative - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer’s representative are not required. Place pavement markings only when the pavement is ready for the pavement marking material according to the manufacturer’s installation instructions.

00850.40 Plans - Replace the paragraph that begins “For Projects with partial striping...” with the following paragraph:

For Projects with partial striping Plans or Projects without striping Plans, document all existing striping that is not shown in the Supplemental Drawings. Submit documentation to the Engineer at least 7 Calendar Days before the loss of existing pavement markings.

00850.42 Pre-Striping Conference - Replace the paragraph that begins “Meet with the Engineer and striping...” with the following paragraph:

Meet with the Engineer and striping Subcontractor, if striping is done by a Subcontractor, at least 2 weeks prior to beginning striping Work to discuss methods and practices of accomplishing all required striping Work. Submit the following in writing at least 5 Calendar Days before the pre-striping conference for approval:

00850.45 Installation - Add the following bullet before the bullet that begins “Place material according to...”:

- Place material between March 1 and May 31, 2023.

Replace the bullet that begins “Place material according to...” with the following bullet:

- Place material according to the manufacturer’s installation instructions.

00850.47(c) Retroreflectivity - Replace the sentence that begins "Except for paint applications..." with the following sentence:

Except for paint and colored lane marking applications, evaluate longitudinal and transverse marking retroreflectivity according to ODOT TM 777.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS – PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 01030 – SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(a) Label - Add the following to the end of this subsection:

Provide alternate labeling for native plant seeds as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- **Lawn Seeding:**

Name	PLS (lb/acre)	÷ (% Purity (minimum)	x (% Germination (minimum)	= (lb/acre)
Fine Fescue**	26.7	_____	_____	_____
Perennial Ryegrass**	4.6	_____	_____	_____
Kentucky Bluegrass**	1.7	_____	_____	_____
Colonial Bentgrass**	3.15	_____	_____	_____

** Acceptable varieties (All of these varieties are trademarked):

Fine Fescues:
 Creeping Red Fescue: Fortress, Ensylva

Chewings Fescue: Banner, Highlight, Koket, and Jamestown. Pennlawn and Cascade are acceptable only in Eastern Oregon.

Perennial Ryegrass:

Citation, Derby, Diplomat, Manhattan, Omega, Pennfine, Regal, and Yorktown II. Only Manhattan and Pennfine are acceptable east of the Cascades.

Kentucky Bluegrass:

Adelphi, Baron, Ben-Sun, Birka, Bonnieblue, Fylking, Galaxy, Glade, Majestic, Merion, Monopoly, Primo, Sydsport, and Victa.

Colonial Bentgrass:

Highland, Astoria, Exeter, and Holfior.

• **Lawn Seeding*:**

Perennial Ryegrass. Exact seed mix to be determined by Engineer.

* Oregon Certified Seed

01030.90 Payment – The accepted quantities of seeding and associated Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following:

(k) Lawn Seeding.....Lump Sum

SECTION 01040 – PLANTING

01040.80(b) Topsoil and Wetland Topsoil - Replace the paragraph that begins "Topsoil and wetland Topsoil will be measured..." with the following paragraph:

No measurement of quantities will be made for Topsoil.

SECTION 01045 - ROADSIDE DITCH

Section 01045, which is not a Standard Specification, is included for this Project by Special Provision.

DESCRIPTION

01045.00 Scope - This Work consists of excavation and installation Topsoil and Seeding per the Contract Documents

01045.10 Construction - Excavate for the Ditch and shape per 00330.

MEASUREMENT

01045.80 Measurement - No measurement of quantities will be made for Excavation, Shaping, Inlet Riprap Armor, Topsoil and Seeding of the Ditch

PAYMENT

01045.90 Payment – The accepted quantities of Work performed under this section are incidental to bid items General Excavation, Storm Sewer Pipe and Seeding including, but not limited to, the following:

- Excavation
- Inlet Riprap Armor
- Topsoil
- Seeding

Inlet structure and stormwater pipe will be paid under 00470 and 00445

SECTION 02080 – GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

02080.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

02080.30 Keyway Grout - Replace the sentence that begins “Furnish keyway grout from the QPL...” with the following sentence:

Furnish keyway grout from the QPL.

02080.60 Structural Grout - Replace the sentence that begins “Furnish structural grout from the QPL...” with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

02080.70 UHPC Grout - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.20 Preformed Joint Seal - Replace this subsection, except for the subsection number, with the following:

02440.20 Strip Seal - Furnish strip seals from the QPL and conforming to ASTM D5973.

Add the following subsection:

02440.22 Preformed Compression Joint Seal - Furnish preformed compression joint seals from the QPL and conforming to the requirements of AASHTO M 297.

Add the following subsection:

02440.23 Precompressed Foam Silicone Joint Seal - Furnish precompressed foam silicone joint seals from the QPL.

02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints - Replace this subsection, except for the subsection number and title, with the following:

(a) **Preformed Flexible Joint Sealant** - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

(b) **Rubber Gaskets** - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

02440.70(b) Rubber - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

SECTION 02450 - MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for precast manhole sump sections, metal frames, covers, grates, and manhole steps.

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps - Comply with the following:

Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B

Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

Inlet frames and grates that are fabricated out of steel shall be galvanized according to the appropriate requirements of Section 02530.

SECTION 03020 - EROSION MATERIALS

Comply with Section 03020 of the Standard Specifications modified as follows:

03020.90 Acceptance – Delete the bullet that begins “Quality compliance certification...”.