



Contract Documents

for

1987 ASPHALT OVERLAY PROJECT

JUNE 1987

SET NO. _____

Terry -
need your
signature -
Jim's & a date
Ronita

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, FLINTSTONE CRUSHING & CONSTRUCTION COMPANY,
 as Principal and Indiana Lumbermans Mutual Insurance Company, a
 corporation organized and existing under and by virtue of the
 laws of the State of Indiana, and duly authorized to do business
 in the State of OREGON, as Surety, are held and
 firmly bound unto

CITY OF NEWBERG, OREGON, hereinafter
 called the Oblige, in the penal sum of TEN (10) Percent of the
 amount bid not to exceed XXXXXXXXXXXX
TEN THOUSAND AND NO CENTS Dollars (\$ 10,000.00)

for the payment of which in lawful money of the United States,
 well and truly to be made, we bind ourselves, our heirs,
 executors and administrators, successors and assigns, jointly and
 severally, firmly by these presents.

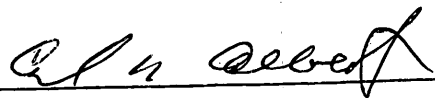
The condition of the above obligation is such that,

WHEREAS, the Principal has submitted a bid for 1987 ASPHALT
OVERLAY PROJECT - NEWBERG, OREGON

NOW, THEREFORE, if the Principal, upon acceptance by the Oblige
 of his bid identified above, within the period specified therein
 for acceptance (sixty (60) days if no period is specified), shall
 execute such further contractual documents, if any, and give such
 bond(s) as may be required by the terms of the bid as accepted
 within the time specified (ten (10) days if no period is
 specified) after receipt of the forms by him, or in the event of
 failure so to execute such further contractual documents and give
 such bonds, if the Principal shall pay the Oblige the
 difference, not to exceed the penalty hereof, between the amount
 specified in said bid and such larger amount for which the
 Oblige may procure the required work covered by said bid, if the
 latter be in excess of the former, then this obligation shall be
 null and void, otherwise to remain in full force and effect.

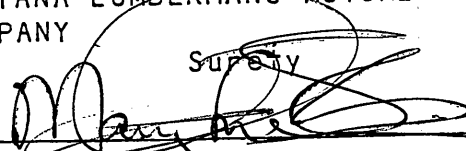
Signed and Sealed this 29th day of JUNE 1987.

FLINTSTONE CRUSHING & CONSTRUCTION CO. (Seal)
 Principal

By: 

SKINNER BONDING OF
 OREGON, INC.
 P.O. Box 22145
 Portland, Oregon 97222
 (503) 653-0446

INDIANA LUMBERMANS MUTUAL INSURANCE
 COMPANY

By: 

MARY-ANNE SKINNER, ATTORNEY IN FACT



POWER OF ATTORNEY

PRINCIPAL FLINTSTONE CRUSHING & CONSTRUCTION COMPANYEFFECTIVE DATE JUNE 29, 1987

PO BOX 674

SPRINGFIELD

OREGON 97477

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

CONTRACT AMOUNT \$100,000AMOUNT OF BOND \$ 10,000POWER NO. SBA 12231380

KNOW ALL MEN BY THESE PRESENTS, that the Indiana Lumbermens Mutual Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, with its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

MARY-ANNE SKINNER, ATTORNEY IN FACTState of OREGON

as its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof for and on its behalf as follows:

The obligation of the Company shall not exceed one million (\$1,000,000.00) dollars.

And to bind the Corporation thereby as fully and to the same extent as if such Bonds and undertakings, recognizances, contract of indemnity, and other writings obligatory in the nature thereof were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article IV, Section 2-A (1) and (2) of the By-Laws of the Indiana Lumbermens Mutual Insurance Company, which reads as follows:

- (1) The President or any Vice President shall have the power and authority, by and with the concurrence with the Secretary of the Corporation, to appoint Attorneys-in-Fact for purposes only of executing and attesting to Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and to revoke the power and authority given to him.
- (2) Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the Corporation any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by an Executive Officer and sealed and attested by the Secretary.

IN WITNESS WHEREOF, the Indiana Lumbermens Mutual Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary and its Corporate Seal to be hereto affixed this FIRST day of OCTOBER 1986.

ATTEST:

By L. W. Rodney
Secretary

Indiana Lumbermens Mutual Insurance Company

By [Signature]
Vice PresidentSTATE OF INDIANA }
COUNTY OF MARION } SS:

On this FIRST day of OCTOBER 19 86, before me personally came the individual who executed the preceding instrument, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is the therein described and authorized officer of the Indiana Lumbermens Mutual Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

August 10, 1990
My Commission Expires



Letty M. Nieten
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, the undersigned, Secretary of the Indiana Lumbermens Mutual Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Lumbermens Mutual Insurance Company, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Indiana Lumbermens Mutual Insurance Company at a meeting duly called and held on the 12th day of June 1973.

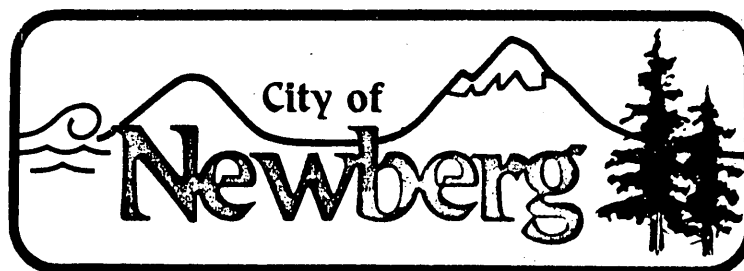
"RESOLVED: That the use of printed facsimile of the Corporate Seal of the Company and of the signature of the Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice President pursuant to Article IV, Section 2-A (1) and (2) of the By-Laws appointing and authorizing Attorney-in-Fact to sign in the name and on behalf of the Company Bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 29TH day of JUNE 19 87.

(SEAL)



L. W. Rodney
Secretary



Department of Public Works
Bert S. Teitzel, P.E.
Director

414 E. First St.
Newberg, Oregon 97132
(503) 538-9421

ADDENDA NO. 3
1987 ASPHALT OVERLAY PROJECT
June 23, 1987

This addenda forms a part of the contract documents. It modifies the original bidding documents.

<u>Item No.</u>	<u>Page No.</u>	<u>Description of Change:</u>
4	Page 13 Technical Provisions	5.03 <u>Surface Preparation.</u> Crack cleaning and sealing referred to in sentences 1 and 2 will be performed by City crews.
5	Page 2 Special Provisions	SP-11. Add the following: The Engineer will make adjustments in the placement width so that standard width rolls of 10.5 ft. or 12.5 ft. can be used.

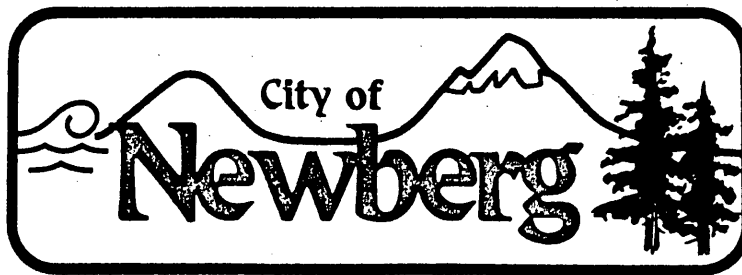
Bidders shall acknowledge on Page 6 of the Contract Documents that they have received addenda by writing in addenda number and date received.

Bert S. Teitzel, P.E.
Director of Public Works

rs



Home of Old Fashioned Festival



Department of Public Works
Bert S. Teitzel, P.E.
Director

414 E. First St.
Newberg, Oregon 97132
(503) 538-9421

ADDENDA NO. 2
1987 ASPHALT OVERLAY PROJECT
June 22, 1987

This addenda forms a part of the contract documents. It modifies the original bidding documents.

<u>Item No.</u>	<u>Page No.</u>	<u>Description of Change:</u>
2	Pg. 17 Technical Provisions	4.04(g) <u>Geotextile Property.</u> Change melting point °F to 300 min.
3	Pg. 2 Special Provisions	SP-12 Geotextile. Delete and replace with the following: The geotextile shall be non- woven.

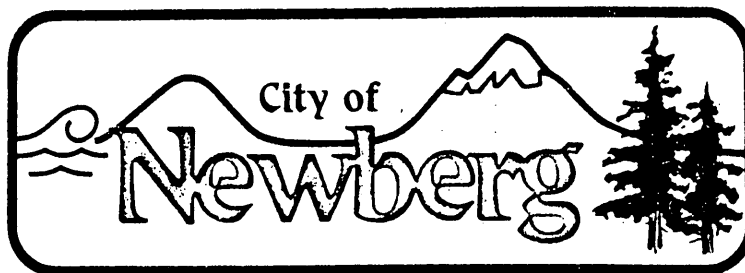
Bidders shall acknowledge on Page 6 of the Contract Documents that they have received addenda by writing in addenda number and date received.

Bert S. Teitzel, P.E.
Director of Public Works

rs



Home of Old Fashioned Festival



Department of Public Works
Bert S. Teitzel, P.E.
Director

414 E. First St.
Newberg, Oregon 97132
(503) 538-9421

ADDENDA NO. 1
1987 ASPHALT OVERLAY PROJECT
June 18, 1987

This addenda forms a part of the contract documents. It modifies the original bidding documents.

Contract Documents:
Item No. Page No.
1 5

Description of Change:

Delete Page 5 and replace with
(Addenda No 1. Page 5) which
includes Geotextile Fabric in
the Schedule of Prices.

Bidders shall acknowledge on Page 6 of the Contract Documents that they have received addenda by writing in addenda number and date received.

Bert S. Teitzel, P.E.
Director of Public Works

rs



Home of Old Fashioned Festival

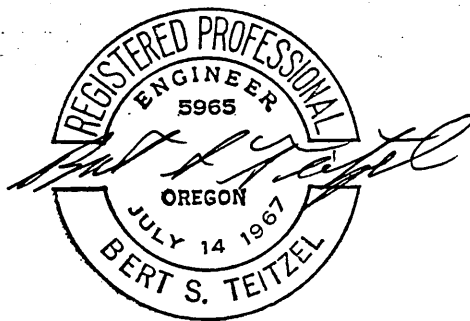
SCHEDULE OF PRICES PAGE 1 of 1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASUREMENT</u>	<u>UNIT PRICE FIGURES</u>	<u>UNIT PRICE IN WRITING</u>	<u>TOTAL AMOUNT</u>
1.	Tack Coat	12	Ton	_____	_____	_____
2.	Geotextile Fabric	5,000	Sq. Yd.	_____	_____	_____
3.	1" Asphalt Concrete Class "D"	1,920	Ton	_____	_____	_____
4.	2" Asphalt Concrete Class "C"	1,270	Ton	_____	_____	_____
TOTAL BID					_____	_____

(Addenda No. 1)

Page 5

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
1987 ASPHALT OVERLAY PROJECT
FOR
CITY OF NEWBERG, OREGON
JUNE, 1987



Bert S. Teitzel, P.E.
Director of Public Works

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ADVERTISEMENT FOR BIDS
1987 Asphalt Overlay Project

Sealed bids for the construction of the 1987 Asphalt Overlay Project in the City of Newberg, Oregon addressed to the Director of Public Works, 414 E. First St., Newberg, Oregon 97132, will be received at the office of the Director of Public Works until 4:00 p.m. prevailing time on the 29th of June, 1987 in the Council Chambers, City of Newberg, 414 E. First St., Newberg, Oregon at which time and place all bids will be opened and publicly read aloud, by the undersigned or his designated representative.

The project generally consists of the construction of asphalt concrete overlays on approximately 2.5 miles of Newberg city streets.

Plans and Specifications may be obtained at the office of the City Engineer, City Hall 414 E. First St., Newberg, Oregon 97132 upon payment of \$25.00 for each set. Payment shall be non-refundable.

Plans and Specifications may be examined at the office of the Director of Public Works, 414 E. First St., Newberg, Oregon 97132; Builders Exchange Co-op, 1125 SE Madison Street, Portland, Oregon 97214; Construction Data, 925 NW 12th, Portland, OR 97214, Northwest Plan Center, 901 SE Oak, Portland, Oregon 97214, and Salem Contractors Exchange, 2256 Judson St. SE Salem, Oregon, 97302.

Bidders must be prequalified. Those who are not prequalified with the City must file application no later than 5:00 p.m. prevailing time on the 22nd day of June, 1987

No proposal will be received or considered unless the bid contains statements by the bidder as a part of his bid, that the provisions required by ORS 279.348 through 279.363, and the Davis-Bacon Act, as may be applicable are to be complied with. Applicable state wage rates are included with the contract documents.

All bidding shall comply with Presidents Executive Order No. 11246.

All bidders shall comply with the applicable provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964.

Each bid must be submitted on the prescribed form in a sealed envelope, and clearly marked on the outside that it is a bid. Each bid must be accompanied by a certified check or bid bond payable to the City of Newberg, Oregon in an amount of not less than 10 percent of the total amount of the bid submitted. Failure to provide bid bond shall result in rejection of bid by the City.

The successful Bidder will be required to furnish a bond for faithful performance on the contract in the full amount of the contract price.

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City it is in the public interest to do so.

No bidder may withdraw his bid for a period of 45 calendar days after the date set for opening.

Bert S. Teitzel, P.E.
Director of Public Works

BID

PLACE: City of Newberg, Oregon

PROJECT: 1987 Asphalt Overlay Project

TO: MAYOR AND CITY COUNCIL
CITY OF NEWBERG, OREGON
414 E. FIRST ST.
NEWBERG, OREGON 97132

The undersigned, hereinafter called the Bidder, in compliance with your advertisement for bid offers to enter into a Contract with the City of Newberg, Oregon, hereinafter referred to as the Owner, to furnish all labor, materials, equipment, supplies and machinery to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

The Bidder declares that he has carefully examined the plans and specifications with related documents, that he has personally inspected the site of the proposed work; that he has satisfied himself as to the quantities involved including materials and equipment, and is familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor.

The Bidder further declares that the Bid is made according to the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid, and that the prices below are to cover all expenses incurred in performing the work required under the Contract Documents of which this Bid is a part.

The Bidder agrees that if this Bid is accepted, he will, within ten calendar days after notification of acceptance, execute the Contract with the Owner; and will at that time deliver to the Owner the Performance and Payment Bond and insurance documents required herein, and will, to the extent of his Bid, furnish all labor, equipment and materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Director of Public Works.

The Bidder further agrees to begin work within ten calendar days after notification of receipt of written "Notice to Proceed" of the owner and to fully complete the project no later than October 31, 1987. Bidder further agrees to pay as liquidated damages, the sum of one hundred and fifty dollars (\$150.00) for each consecutive calendar day thereafter until the work shall have been finished. Sundays and legal holidays shall be excluded in determining days in default.

BID Cont.

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract documents and based on the following schedule of lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and 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.

The undersigned Bidder hereby agrees that the provisions of ORS 279.348 to 279.356 will be complied with, so that the undersigned Bidder and Bidder's subcontractors will pay to their employees not less than the specified minimum prevailing rate of wage as determined by the Oregon Commissioner of the Bureau of Labor and Industries and further agrees to pay such wages not less than once per week.

SCHEDULE OF PRICES PAGE 1 of 1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASUREMENT</u>	<u>UNIT PRICE FIGURES</u>	<u>UNIT PRICE IN WRITING</u>	<u>TOTAL AMOUNT</u>
1.	Tack Coat	12	Ton	_____	_____	_____
2.	1" Asphalt Concrete Class "D"	1,920	Ton	_____	_____	_____
3.	2" Asphalt Concrete Class "C"	1,270	Ton	_____	_____	_____
TOTAL BID					=====	=====

SCHEDULE OF PRICES PAGE 1 of 1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASUREMENT</u>	<u>UNIT PRICE FIGURES</u>	<u>UNIT PRICE IN WRITING</u>	<u>TOTAL AMOUNT</u>
1.	Tack Coat	12	Ton	<u>200⁰⁰</u>	<u>Two Hundred Dollars ⁰⁰/₁₀₀</u>	<u>2400⁰⁰</u>
2.	Geotextile Fabric	5,000	Sq. Yd.	<u>90¢</u>	<u>Ninety Cents</u>	<u>4500⁰⁰</u>
3.	1" Asphalt Concrete Class "D"	1,920	Ton	<u>26⁰⁰</u>	<u>Twenty-Six dollars ⁰⁰/₁₀₀</u>	<u>49920⁰⁰</u>
4.	2" Asphalt Concrete Class "C"	1,270	Ton	<u>24⁰⁰</u>	<u>Twenty-Four dollars ⁰⁰/₁₀₀</u>	<u>30480⁰⁰</u>
TOTAL BID					<u>Eighty-Seven Thousand- Three Hundred dollars ⁰⁰/₁₀₀</u>	<u>87,300⁰⁰</u>

BID Cont.

The above unit prices shall include all labor, materials, equipment, tools, overhead, profit, insurance, etc., to complete the work called for.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the required Performance and Payment Bond within the time herein proposed, then, in that event, the bid security deposited herewith shall be retained by the Owner as liquidated damages.

The Bidder understands that the Owner may reject any or all bids and waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

The Bidder acknowledges receipt of the following addendum.

NO. <u>1</u>	DATE <u>6/22/87</u>	NO. <u>3</u>	DATE <u>6/24/87</u>
NO. <u>2</u>	DATE <u>6/23/87</u>	NO. _____	DATE _____

The name of the Bidder submitting this Proposal is FLINTSTONE

CRUSHING & CONSTRUCTION CO., INC. doing business at
85369 HWY. 99S, EUGENE, OR., 97405
Street City State Zip

which is the address to which all communications shall be sent.

BIDDER'S PERFORMANCE BOND STATEMENT

FLINTSTONE CRUSHING & CONSTRUCTION CO., INC.
(Name of Contractor), hereinafter referred to as

Contractor, is submitting a bid to the City of Newberg pursuant to the latter's advertisement for bids dated 6-29-87 for 1987 Asphalt Overlay Project.
(Date)

Contractor certifies that if awarded the Contract, Contractor has the financial ability to obtain a good and sufficient bond issued by a surety to Owner in a sum equal to the amount of the bid providing for the faithful performance of the Contract.

BID Cont.

Contractor understands and agrees if Contractor fails to provide the performance bond, the Owner will reject such bid and the bid bond or security submitted with the subject bid will be forfeited.

The Surety requested to issue the Performance Bond will be

INDIANA LUMBERMEN'S MUTUAL . Contractor hereby authorizes
(Surety Company)

KINGREY, PRICE & DUCK INS. to disclose any information to the
(Surety Company)

Owner concerning Contractor's ability to supply a performance bond in the amount of the Contract.

In witness thereto the undersigned has set his (its) hand this

20th day of June, 1987.

X Robert M. Allen
Signature of Bidder

X V.P.
Title

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and the seal affixed by its duly authorized officers this
20th day of June, 1987.

FLINTSTONE CRUSHING & CONSTRUCTION CO.
Name of Corporation INC.

X Robert M. Allen

By X V.P.

Title

Attest at, Albany
Secretary

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 22 day of SEPTEMBER, 1987, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and FLINTSTONE CRUSHING & CONSTRUCTION CO., INC.

of Springfield, Oregon

hereinafter called the "CONTRACTOR".

WITNESS:

Said Contractor, in consideration of the sum to be paid him by the said Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for the 1987 Asphalt Overlay Project to the extent of the Bid made by the Contractor on the 29th day of June, 1987, all full compliance with Contract Documents referred to herein.

The Advertisement for Bid, the signed copy of the Bid made by the Contractor, the fully executed Performance and Payment Bond, the General Provisions, the Technical Provisions, the Special Provisions, the Standard Drawings, Vicinity Maps, and Tables of Streets entitled 1987 Asphalt Overlay Project dated June 1987, are hereby referred to and by reference made a part of this Contract as fully as if the same were completely set forth herein.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Director of Public Works and to his satisfaction to the extent provided in the Contract Documents, or as otherwise herein provided and based on the said Bid made by the Contractor, and to make such payments in the manner at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the materials furnished and the workmanship performed under this Contract for a period of one year or such other time as applicable law may allow after the date of acceptance of the work in the Contract by the Owner.

CONTRACT FOR CONSTRUCTION Cont.

In the event that the Contractor shall fail to complete the work within the time limits or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of One Hundred and Fifty Dollars per consecutive calendar day. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF NEWBERG, OREGON

Jim Watson

By

City Manager

Title

CONTRACTOR

R. L. Albright

By

R. L.

Title

Approved as to form:

Barbara D. Hale

City Attorney

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

Flintstone Crushing & Construction Company, Inc.

A Corporation hereinafter called
(Corporation, Partnership, or Individual)

"Principal" and Indiana Lumbermens Mutual Is. Co. of Indianapolis.

State of Indiana, hereinafter called "Surety", are
held firmly bound unto the City of Newberg, Oregon, hereinafter
called "Owner" in the penal sum of Eighty seven thousand

three hundred only Dollars (\$87,300.00) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated this 10th day of August
1987, a copy of which is hereto attached and made a part
hereof for the construction of 1987 Asphalt Overlay Project.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its
duties, all the undertakings, covenants, terms conditions, and agreements of
said contract during the original term thereof, and any extension thereof
which may be granted by the Owner, with or without notice to the Surety, and
if he shall fully indemnify and save harmless the Owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the Owner all outlay and expense which the Owner may incur in making
good any default, and shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor
in the prosecution of the work provided for in such contracts and any
authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,
equipment and tools consumed or used in connection with the construction of
such work whether by subcontractor or otherwise, then this obligation shall be
void; otherwise to remain in full force and effect.

PERFORMANCE - PAYMENT BOND cont.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specification.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 19th day of August, 1987.

X. A. L. A. A.
(Principal) Secretary

Flintstone Crushing & Constrution Co., Inc
Principal

By X. A. L. A. A. (S)
PO BOX 674, SPED. OR 97477
(Address - Zip Code)

(SEAL)

W. A.
Witness as to Principal

(Address - Zip Code)

ATTEST

W. A.
(Surety) Secretary

Indiana Lumbermens Mutual Ins. Co,
Surety

By Gary A. Rand
Attorney-in-fact Gary A. Rand

(SEAL)

Sherrill Caudill
Witness as to Surety
P.O. Box 29
Springfield, MA 01107
(Address - Zip Code)

PO Box 22145
Portland, OR 97222
(Address - Zip Code)

Note: Date of Bond must not be prior to the date of Contract. If Contractor is Partnership, all partners should execute bond.



POWER OF ATTORNEY

PRINCIPAL Flintstone Crushing & Construction Co., Inc. EFFECTIVE DATE August 10, 1987
P0 Box 674 Springfield OR 97477
 (STREET ADDRESS) (CITY) (STATE) (ZIP CODE)
 CONTRACT AMOUNT \$87,300.00 AMOUNT OF BOND \$ 87,300.00
 POWER NO. SBP 12251570

KNOW ALL MEN BY THESE PRESENTS, that the Indiana Lumbermens Mutual Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, with its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

Gary A. Rand, Attorney in Fact State of Oregon

as its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof for and on its behalf as follows:

The obligation of the Company shall not exceed four million (\$4,000,000.00) dollars.

And to bind the Corporation thereby as fully and to the same extent as if such Bonds and undertakings, recognizances, contract of indemnity, and other writings obligatory in the nature thereof were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article IV, Section 2-A (1) and (2) of the By-Laws of the Indiana Lumbermens Mutual Insurance Company, which reads as follows:

- (1) The President or any Vice President shall have the power and authority, by and with the concurrence with the Secretary of the Corporation, to appoint Attorneys-in-Fact for purposes only of executing and attesting to Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and to revoke the power and authority given to him.
- (2) Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the Corporation any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by an Executive Officer and sealed and attested by the Secretary.

IN WITNESS WHEREOF, the Indiana Lumbermens Mutual Insurance Company has caused these presents to be signed by its Vice

President, attested by its Secretary and its Corporate Seal to be hereto affixed this FIRST day of JUNE 19 87.

ATTEST:

By L. W. Rodney
Secretary



Indiana Lumbermens Mutual Insurance Company

By [Signature]
Vice President

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this FIRST day of JUNE 19 87, before me personally came the individual who executed the preceding instrument, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is the therein described and authorized officer of the Indiana Lumbermens Mutual Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

August 10, 1990
My Commission Expires



[Signature]
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, the undersigned, Secretary of the Indiana Lumbermens Mutual Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Lumbermens Mutual Insurance Company, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Indiana Lumbermens Mutual Insurance Company at a meeting duly called and held on the 12th day of June 1973.

"RESOLVED: That the use of printed facsimile of the Corporate Seal of the Company and of the signature of the Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice President pursuant to Article IV, Section 2-A (1) and (2) of the By-Laws appointing and authorizing Attorney-in-Fact to sign in the name and on behalf of the Company Bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 19th day of August 19 87.

(SEAL)



L. W. Rodney
Secretary

IMPORTANT

Please return the attached certificate
for cancellation upon termination of
your interest. Thank you.

Kingrey, Price & Duyck Insurance

P. O. Box 29 • Springfield, Oregon 97477
Phone 741-0550



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
8-12-87md

PRODUCER

Kingrey, Price & Duyck Insurance
P.O. Box 784
Springfield, OR 97477

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** United Pacific

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Flintstone Crushing &
Construction Co., Inc.
P.O. Box 674
Springfield, OR 97477

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	LP 038 9535	7-1-87	7-1-88	GENERAL AGGREGATE	\$ N/A
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$1,000
	☒ CLAIMS MADE ☒ OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$1,000
	☒ OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$1,000
	☒ Contractual				FIRE DAMAGE (ANY ONE FIRE)	\$ 50
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 1
A	AUTOMOBILE LIABILITY	LP 038 9535	7-1-87	7-1-88	CSL	\$1,000
	☒ ANY AUTO				BODILY INJURY (PER PERSON)	\$
	☒ ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
					\$	\$
	OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

RE; 1987 Asphalt Overlay

CERTIFICATE HOLDER

City of Newberg
414 E. First Street
Newberg, OR 97132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Gordon C. Price

IMPORTANT

Please return the attached certificate
for cancellation upon termination of
your interest. Thank you.

Kingrey, Price & Duyck Insurance

P. O. Box 29 • Springfield, Oregon 97477
Phone 741-0550



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

7-14-87 nb

PRODUCER

Kingrey, Price & Duyck Insurance
P.O. Box 784
Springfield, OR 97477

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER **A**

United Pacific

COMPANY
LETTER **B**COMPANY
LETTER **C**COMPANY
LETTER **D**COMPANY
LETTER **E**

INSURED

Martin & Wright Paving, Inc.
103 Booth Bend Road
McMinnville, OR 97128

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	UP0652649	10-12-86	10-12-87	GENERAL AGGREGATE	\$ N/A
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ 500,
	☒ CLAIMS MADE ☒ OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 500,
	☐ OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$ 500,
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50,
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 1,
A	AUTOMOBILE LIABILITY	UP0652649	10-12-86	10-12-87	CSL	\$ 500,
	☒ ANY AUTO				BODILY INJURY (PER PERSON)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
	☐				\$	\$
	OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Re: Street Overlay Project

CERTIFICATE HOLDER

City of Newberg
414 East 1st Street
Newberg, OR 97132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL PROVISIONS

1987 ASPHALT OVERLAY PROJECT

CITY OF NEWBERG, OREGON

SECTION 1.00 DEFINITIONS AND TERMS

Terms used or referred to herein are defined as follows:

1.01 BID

The offer of the bidder when submitted on the proposal form, properly signed and guaranteed.

1.02 BIDDER

Any individual, firm partnership, corporation or combination thereof acting directly or through a duly authorized representative, submitting a proposal on the work contemplated.

1.03 CHANGE ORDER

A written instruction to the Contractor, signed by the Engineer, prescribing any change in the work.

1.04 CONTRACTING AGENCY

The agency which has been contracted for the performance of the work or for whom the work is being performed.

1.05 CONTRACT

The written agreement covering performance of the work including formal contract, advertisement for bids, instructions to bidders, proposal with required affidavit, specifications, bonds, plans, and all other Contract Documents.

1.06 CONTRACTOR

The individual, partnership, corporation, or other entity entering into a contract with the Contracting Agency to perform the contemplated work. In the case of work being done under a permit issued by the Contracting Agency, the Permittee shall be construed to be the Contractor.

1.07 ENGINEER

The Engineer of the Contracting Agency, acting either directly or through his authorized representatives, and designated by the Contracting Agency to supervise the work during its execution.

1.08 INSPECTOR

An authorized representative of the Engineer of the Contracting Agency, limited to the particular duties entrusted by the Engineer.

1.09 LABORATORY

A materials testing laboratory operated by a public agency or if approved by the Engineer, any private, commercial testing laboratory.

1.10. LINEAL FOOT

Horizontal measurement as determined by engineers' station.

1.11 MAJOR ITEM

Any items or work and/or materials having an original contract value in excess of \$500.00 or which exceeds ten (10) percent of the amount of the original contract, whichever is greater.

1.12 NOTICE TO PROCEED

A written notice to the Contractor from the Contracting Agency, designating the date by which the Contractor shall begin prosecution of the work.

1.13 PERSON

Any individual, firm, association, partnership, corporation, trust, or joint venture.

1.14 PLANS

The plans, profiles, cross sections, and drawings, or reproductions thereof, approved by the Engineer, which show the details of the work to be done.

1.15 PROPOSAL GUARANTY

Certified check or bidder's surety bond executed by a bonafide surety company, accompanying the Bid as a guarantee that the bidder will enter into a contract with the Board for the performance of the work.

1.16 REFERENCE SPECIFICATIONS

Bulletins, standards, rules, methods of analysis or test, codes and specifications of other agencies, engineering societies, or industrial associations referred to in these specifications. All such references specified herein, refer to the latest edition thereof, including any amendments thereto which are in effect and published at the time of advertising for bids or issuing the permit for the project.

1.17 ROADWAY

That portion of the right of way or easement intended for use by vehicles.

1.18 SPECIAL PROVISIONS

Specific clauses setting forth conditions or requirements peculiar together with minor quantities of storm, surface, and groundwaters that are not admitted intentionally.

1.19 SPECIAL PROVISIONS

Specific clauses setting forth conditions or requirements peculiar to the work which modify or supplement the standard specification.

1.20 SPECIFICATIONS

This term includes the standard specifications and specifications included herein by reference, any special or project specifications, and specifications included therein by reference, specifications on the plans referred to and specifications contained or referred to in supplemental agreements between the Contractor and the Contracting Agency.

1.21 STANDARD DRAWINGS

Drawings of structures or devices referred to on the plans or in specifications by title and/or an index number.

1.22 STATE

The State of Oregon.

1.23 STREET

Any road, highway, parkway, freeway, alley, walk or way.

1.24 SURETY

The bondsman, party or parties who may guarantee the fulfillment of the contract by bond.

1.25 UTILITY

Tracks, overhead or underground wires, pipe lines, conduits, ducts of structures, owned, operated, or maintained in or across a public right of way or private easement.

1.26 WORK

That which is proposed to be constructed or done under the contract.

1.27 ABBREVIATIONS AND SYMBOLS

A.A.S.H.O. (AASHO) American Association of State Highway Officials.
A.G.C. (AGC) Associated General Contractors of American. A.P.W.A. (APWA)
American Public Works Association. A.S.T.M. (ASTM) American Society for Testing
Materials. A.W.W.A. (AWWA) American Water Works Association. O.R.S. (ORS)
Oregon Revised Statutes.

SECTION 2.00 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 INTERPRETATION OF PLANS AND SPECIFICATIONS

The Engineer will interpret the meaning of any part of the plans and specifications about which any misunderstanding may arise, and his decision will be final.

Should the Contractor become aware of any error or discrepancy in or between the plans and specifications, he shall refer the matter to the Engineer for adjustment before proceeding further with the work. Should the Contractor proceed with the work without referring the matter, he does so on his own responsibility.

2.02 FIELD CONDITIONS

Logs of test holes, ground water levels, and any accompanying soil reports as furnished by the Contracting Agency are furnished for general information only. The field conditions so set forth shall not constitute a representation or warranty, expressed or implied that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the site conditions as set forth in the soils reports or as shown by the logs of test holes and the actual conditions revealed during the progress of the work or otherwise.

2.03 CONTRACT DOCUMENTS

The Contract Documents under which it is proposed to execute this work consist of the material bound herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a Bid and being in doubt as to the meaning or intent of said Contract Documents should request of the Engineer, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, and a copy of such interpretation or change will be mailed or delivered to each person receiving a set of the Documents. The Contracting Agency will not be responsible for any other explanation or interpretations of said Documents.

2.04. TYPE OF BID

The Bid for the work contemplated is to be submitted on the form prescribed in the Bid.

2.05 PREPARATION OF BIDS

All blank spaces in the Bid form must be filled, in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms or in the items mentioned here in. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In the case of error in extending unit prices in the bid, the correct extension of the unit prices shall govern.

Any Bid shall be deemed informal which contains omissions, erasures, alterations or additions of any kind, or items uncalled for, or in which any of

the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Advertisement for Bids.

The Bidder shall sign his Bid in the blank space provided therefore. Bids made by corporations or partnerships shall contain names and addresses of the principal officers or partners. If the Bid is made by a corporation, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.

2.06 SUBMISSION OF BIDS

All Bids must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Bids must be made on the prescribed Bid forms and submitted with the Contract Documents.

2.07 WITHDRAWAL OF BID

Any bid may be withdrawn prior to the scheduled time for the opening of bids either by telegraph or written request, or in person. No bid may be withdrawn after the time scheduled for opening of bids unless the time specified in Section 3.01 has elapsed.

2.08 BID SECURITY

Bids must be accompanied by a certified check drawn on a bank in good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount of not less than ten (10) percent of the total amount of the Bid submitted. This check or bid bond shall be given as a guarantee that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond in the full amount of the Contract price within the time specified.

The Contracting Agency reserves the right to retain the bid security of the three lowest bidders until the successful Bidder has signed and delivered the Contract, and furnished a one-hundred percent (100%) Performance Bond within the specified time; the next lowest bid may be accepted at the Owner's discretion whereupon the above instructions and requirements will apply to the said second bidder.

2.09 CONDITIONS OF WORK

Each Bidder must inform himself of the conditions relating to the regular execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Bidder must inform himself of all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, protection of public health, the protection of private property, right-of-way, and access to the work, fire protection regulations, and similar requirements.

2.10 PREQUALIFICATION OF BIDDERS

Bidders who are in doubt as to their qualifications should refer to the requirements regarding prequalification in the Advertisement for Bids for this contract. Prequalification requests must be submitted by the time stipulated in the Advertisement for Bids.

SECTION 3.00 AWARD AND EXECUTION OF CONTRACT

3.01 AWARD OF CONTRACT

After the Bids for the contemplated work have been opened and read as provided in these specifications, the respective totals thereof will be checked and compared by the Contracting Agency; and the results thereupon will be considered public information.

Unless otherwise stated in the Special Provisions or in the Advertisement for Bids the contract will be awarded within the forty-five (45) days after the opening of Bids to the lowest bidder meeting the qualifications required by law, including but not limited to the law relating to prequalification of bidders, and the requirements stated in the advertisement for bids, and instructions to bidders, and/or the specifications, and whose bid complies with all the prescribed requirements unless all bids are rejected. The Contracting Agency reserves the right to reject any and all bids and no bid shall be considered as being binding upon the Contracting Agency until the execution of the Contract; and failure of the Awardee to properly execute the awarded contract and furnish acceptable bonds and insurance as provided herein, shall be just and sufficient cause for the annulment of the award and the forfeiture of his proposal guaranty.

3.02 EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned together with the contract bonds and required insurance documents within 15 calendar days after the award of the contract unless otherwise stated in the Special Provisions or in the Advertisement for Bids, and after receipt of same by the Contracting Agency the proposal guarantees will be returned to all bidders. The Contractor shall carry all insurance which may be required by Federal and State laws by local ordinances, and by these specifications.

The attention of the Contractor is called to the fact that, when the United States Government participates in all or any portion of the cost of the work, the Federal laws authorizing such participation and the rules and regulations made pursuant to such laws must be observed by the Contractor. The work shall be subject to the inspection and approval of the authorized representatives of such Federal agencies as are created for the administration of these laws.

3.03 CONTRACT BONDS

Prior to the execution of the Contract, the Contractor shall file with the Contracting Agency a Performance Bond in the amount and for the purposes noted below, duly executed by a responsible corporate surety authorized to issue such bonds in the State of Oregon, which bond must in all respects comply with ORS 279.029 and ORS 279.526 Et. Seq. inclusive, and be satisfactory and

acceptable to the Contracting Agency and he shall pay all premiums and costs thereof and incidental thereto to keep such bond in full force until one year after acceptance of the work in writing by the Contracting Agency.

The bond must be signed by both the Contractor and Surety and shall be in the sum of not less than 100% of the contract price to assure the claims of materialmen supplying materials to him, and of mechanics and laborers employed by him on the work required under these specifications.

Provided the Contractor shall faithfully and truly observe and comply with the terms, conditions, and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken, and within the time prescribed therein or as extended as provided in the applicable Standard Specifications, and shall indemnify and save harmless the Contracting Agency, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the Contractor or his subcontractors: equipment, supplies, labor, or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contributions or amounts due the State Industrial Accident Fund and the State Tax Commission; and shall pay all other debts, dues and demands incurred in the performance of the said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Contracting Agency be obligated for the payment thereof.

Should any surety or sureties upon said bonds or any of them become insufficient, said Contractor shall renew said bond or bonds with good and sufficient sureties within ten (10) days after receiving notice from the Contracting Agency that the surety or sureties are insufficient.

3.04 PROTECTIVE LIABILITY INSURANCE REQUIREMENTS AND PROPERTY INSURANCE

The Contractor shall furnish to the Contracting Agency in triplicate, a policy or certificate or protective liability insurance in which the Contracting Agency shall be named insured or be named in such insurance as an additional insured with the Contractor. In compliance with this provision, the Contractor may file with the Contracting Agency a satisfactory "blanket coverage" policy or certificate of insurance. The policy shall insure the Contracting Agency, its officers, employees and agents against all claims arising out of or in connection with the work to be performed and shall remain in full force and effective until the work is accepted by the Contracting Agency. The policy shall provide the following minimum limits.

Bodily Injury.....	\$ 500,000 each person
	\$ 500,000 each occurrence
Property Damage.....	\$ 500,000 each accident

Such policy shall provide coverage at least as broad as that provided in the Standard Form approved by the National Bureau of Casualty Underwriters together

with such endorsements as are required to cover the risks involved. In addition, the Contractor shall furnish evidence of a commitment by the insurance company to notify the Contracting Agency of the expiration or cancellation of the insurance policies.

The Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof. This insurance shall include the interests of Contracting Agency, Contractor, Subcontractors, and consultants in the Work, all of whom shall be listed as insureds or additional insured articles, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the SPECIAL CONDITIONS, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the SPECIAL CONDITIONS. Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit.

All policies of insurance for the certificate or other evidence thereof required to be purchased and maintained by Contractor will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days prior written notice has been given to the Contracting Agency by certified mail.

3.05 CONTRACTING AGENCY'S IMMUNITY FROM LIABILITY

The Contractor shall save, keep and hold harmless, the Contracting Agency and all officers and agents thereof from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or of personal injury received by reason of or in the course of performing said work, which may be occasioned by any negligence upon the part of the Contractor or any of said Contractor's employees, or any subcontractor performing any of the work contemplated by the Contract.

The Contracting Agency shall not be liable or responsible for any accident, loss, or damage happening to the works referred to in the contract prior to the completion and acceptance thereof.

3.06 INDUSTRIAL ACCIDENT INSURANCE

The Contractor shall secure and maintain in full force and effect and bear the cost of complete Industrial Accident Insurance in accordance with the requirements of the Workmen's Compensation laws. The Contracting Agency, its officers, employees, or agents will not be responsible for any claims or suits in law or equity occasioned by this paragraph.

SECTION 4.00 SCOPE OF WORK

4.01 INTENT OF CONTRACT

The intent of the contract is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the provisions and requirements of the contract. The Contractor for all or any part shall furnish all labor, materials, tools, equipment, transportation, necessary supplies and incidentals required to make each and every item complete as contemplated by the contract. Any deviation from these requirements must be stipulated in the SPECIAL PROVISIONS.

4.02 PLANS, SPECIFICATIONS AND WORK

The plans, together with specifications and other contract documents will govern the work to be done. Anything mentioned in the specifications and not shown on the plans and detailed drawings and not mentioned in the specifications, shall be of like effect as though shown or mentioned in both.

Specifications and plans referred to in any of the contract documents shall be considered as being included in the document in which such reference is made. A reference to a particular specification including officially adopted revision or amendments thereto which is in force at the time of advertising for bids.

In case of conflict, the order of precedence of the following documents in controlling the work shall be:

- (1) Permits from outside the agencies required by law.
- (2) Special Provisions
- (3) Plans
- (4) Standard Specifications

Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over contract documents listed above.

4.03 PLANS AND SHOP DRAWINGS

The plans furnished and included with the specifications will show such details as may be necessary to comprehensively indicate the work that is proposed and the results that are intended to be accomplished. Any additional working drawings, detail plans, or shop drawings that may be required in connection with the prosecution or construction of any part of such work shall be supplied by and at the expense of the Contractor as they will not be accepted by the Engineer from suppliers or others.

When shop drawings are required in the various sections of the specifications or are requested by the Engineer, they shall be prepared in accordance with modern engineering practice. Unless otherwise specified, shop drawings shall be submitted in quadruplicate to the office of the Engineer for approval or correction not less than 30 days before approved drawings will be required. One set will be returned to the Contractor marked "approved" or "approved as corrected". If changes are required, four copies of corrected shop drawings shall be delivered to the Engineer.

Shop drawings shall be of sufficient size and scale to clearly show all details.

No materials shall be furnished or work done on items requiring shop drawings prior to approval.

Approval of shop drawings shall not relieve the Contractor from responsibility for errors or omissions of any sort in the shop drawings.

The Contractor shall keep a copy of the plans and specifications at the job site and access thereto shall at all times be accorded the Engineer.

4.04 CHANGES AT THE CONTRACTOR'S REQUEST

Provision has been made in the specifications for certain specific changes in methods of construction which may be made at the Contractor's request and upon approval of the Engineer. Changes in the drawings and specifications, other than those specified herein, which do not materially affect the work, and which are not detrimental to the work or to the interests of the Contracting Agency as determined by the Engineer, may be granted to facilitate the work of the Contractor when such changes are requested in writing and submitted to the Engineer for approval. In the event such changes are granted, the changes shall be Contracting Agency reserves the right to receive an equitable adjustment in the contract price or contract time as a consideration for authorizing any such change.

4.05 ALTERATION OF QUANTITIES AND EXTRA WORK

The Contracting Agency reserves the right to make such increase or decrease in the quantity of any item or work or material to be performed or furnished under such contract, or to order the performance of such additional or extra work of a class not contemplated by the proposal as may be considered expedient or advantageous and essential to the satisfactory completion of proposed work and the full accomplishment of the intended purpose thereof, without thereby affecting the validity of the contract or contract bonds, and without giving notice to the surety of any such bond, unless the total bid price is increased more than 25%. In such cases the Contractor will be required to perform or furnish additional quantities or extra items of work or materials or to decrease the amount of work or materials to be performed or furnished under the contract or to omit portions thereof, and to furnish and provide the necessary labor and equipment to do so, when and as the Engineer may so order in writing within the limitations herein or by law provided. In the event that any such increase or decrease in the quantity of work or materials to be performed or furnished is so ordered, the amount to be paid the Contractor under his contract shall be correspondingly increased or decreased as the case may be, in proportion to the increased or decreased quantities of work or materials performed or furnished under such order.

4.06 ALTERATION OF QUANTITIES

In the event that the Contractor is directed by the Engineer to increase, decrease or omit portions of the work, and the total pay quantity for any items of work varies from the original contract quantity by 25% or less,

payment will be made for the quantity of work performed at the contract unit price thereof.

If the total pay quantity for any item of work required under the contract varies from the original contract quantity by more than 25%, the compensation to the Contract will be determined as follows:

If a change is made which, together with any previous changes in quantity, increases the quantity of any major item or decreases the quantity of any item more than 25% of the original contract quantity, the payment for the work in excess of the 25% increase over the original contract amount of that item will be determined by negotiation; at the option of the Engineer, payment for such excess will be made on the basis of "Extra Work" as hereinafter provided. Credit for decreases in the quantity of any item may be determined by negotiation but in no event shall the amount of credit exceed the contract unit prices for the omitted items.

4.07 EXTRA WORK

Any new and unforeseen work will be classed as "Extra Work" when determined by the Engineer that said work is not covered by any of the contract items for which there is a bid price, or by a combination of such items.

Changes in the work involving either additional costs or credits for unforeseen additions or omissions in the work shall be made only subsequent to execution of a Change Order by the Engineer or by Supplemental Agreement issued by the Contracting Agency.

Payment of extra work on a lump sum or Unit Price basis required to be performed in accordance with the provisions of this section will be established by mutual agreement between the Contractor and the Engineer within the legal limits provide by State Laws or local ordinances. When no mutual agreement can be reached, payment will be made on a force account basis as hereinafter prescribed.

When the extra work is to be performed on a force account basis, the Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have access thereto as may be necessary to assist in the determination of the compensation payable for such work. An itemized statement of such work shall be submitted to the Engineer for approval prior to submitting invoice for payment. The Contractor will be paid for labor, materials, and equipment rental as hereinafter prescribed.

Only materials incorporated in the work will be paid for.

To the totals computed as hereinafter prescribed for labor, materials and equipment rental will be added 15% for overhead, profit and supervision. It is understood that labor, materials, and equipment may be furnished by the Contractor or the subcontractor or by others on behalf of the Contractor. However, when extra work to be paid for on a force account basis is performed by forces other than those of the Contractor, the Contractor shall reach agreement with such other forces as to the distribution of the payment to be made by the Contracting Agency for such work and no additional payment will be made therefor.

4.07A LABOR

The cost of all labor used in performing the work under this contract shall be based on the prevailing wage scale as may be set forth in the Special Provisions for each particular craft or type of workman involved. Employer payments for payroll taxes and insurances, health and welfare, pension, vacation, and other similar purposes shall be included in this cost.

4.07B MATERIALS

The cost of materials incorporated in the work will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

- a. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for actual costs incurred in the handling of such materials will be permitted.
- b. If the materials are obtained from a supplier or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current price of such materials delivered to the job site, whichever price is lower.
- c. The Contracting Agency reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such furnished materials.

4.07C EQUIPMENT RENTAL

The Contractor will be paid for the use of equipment on the basis of, but not exceeding the prevailing hourly rental rates established by the Oregon State Highway Department and recognized by the Associated General Contractors for the area where such equipment is required to be operated.

On any equipment for which no rental rate has been established by Oregon State Highway Department, or where the required operation of the equipment is less than four hours or in excess of one week, rental rates shall be proposed by the Contractor and agreed upon in writing by the Engineer prior to the start of force account work.

Equipment that is in operational condition and is standing by with the Engineer's approval for participation in force account work will be paid for at 50% of the agreed upon rental rate.

Rental time will not be allowed while equipment is inoperative due to breakdowns for periods in excess of 30 minutes. Rental time shall be computed in 1/2 hour increments. In computing rental time of equipment in actual operation, less than 30 minutes will be considered 1/2 hour.

The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Operators of rented equipment will be paid for as provided under Section 4.08.

All equipment shall, in the opinion of the Engineer be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of \$50.00 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

a. Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

b. Equipment Not on the Work - For the use of equipment moved in for the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid rental rates as agreed to, as provided in Section 4.07C above, and for the cost of transportation of the equipment to the location of the work and its return to its original location, all in accordance with the following provisions.

(1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.

(2) The Contracting Agency will pay the costs of loading and unloading such equipment.

(3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers or the applicable minimum established rates of the Oregon Public Utility Commission.

(4) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the Engineer directs the contractor to discontinue the use of such equipment. The maximum rental time to be paid per day shall not exceed 8 hours unless the equipment is in operation for a longer period of time.

(5) Should the Contractor desire the return of the equipment to a location other than its original location, the Contracting Agency will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment of the work.

(6) Payment for transportation, loading, and unloading equipment as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

4.07D RECORDS

The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct cost of extra work paid for on the force account basis and the costs of the other operations performed in connection with the contract.

The Contractor shall furnish to the Engineer daily reports in duplicate of the extra work to be paid for on a force account basis. The reports shall itemize the materials used and shall set forth the direct cost of labor and the charges for equipment rental whether furnished by the Contractor, or subcontractor. The reports shall provide all names or identifications and classifications of workmen, the hourly rate of pay and hours worked together with the size, type, and identification number of equipment and hours of equipment operation.

Material charges shall be substantiated by vendors' invoices. Such invoices shall be submitted with the reports; or, if not available, they shall be submitted with subsequent reports. In the event said vendors' invoices are not submitted within 15 days after acceptance of the work, the Contracting Agency reserves the right to establish the cost of such materials at the lowest current price at which said materials are available in the quantities concerned delivered to the location of the work.

All reports shall be signed by the Contractor or his authorized representative.

The Engineer will compare his records with the reports furnished by the Contractor, make any necessary adjustments and then compile the costs of extra work paid for on a force account basis on forms furnished by the Contracting Agency. When these extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed.

4.08 CLEANUP AND DUST CONTROL

Throughout the period of construction, the Contractor shall keep the site free and clean from all rubbish and debris and shall promptly clean up all or any portion of the site when notified to do so by the Engineer. Care shall be taken to prevent spillage on the streets over which hauling is done, and any such spillage or debris deposited on streets due to the Contractor's operations shall immediately be cleaned up. The Contractor shall promptly remove any parts from the working area of all unused materials, surplus earth, and debris. Construction areas shall be left in a clean, neat and acceptable condition at the earliest time following completion of that portion of the work.

In the event that the Contractor fails to comply with the orders of the Engineer regarding cleanup, the Engineer may require the Contractor to cease progress on any or all parts of the work under contract until the unsatisfactory condition is corrected. The Engineer may order such cleanup work performed by others and the costs therefor deducted from payments due the Contractor. No additional compensation will be allowed as a result of such suspension.

During all phases of the construction work; the Contractor shall take precautions to abate dust nuisance by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish results satisfactory with the Engineer.

Upon completion of the work and prior to final inspection the entire site of operations shall be cleared of equipment, unused materials and rubbish so as to present a clean and neat appearance. All costs of "Cleanup" include all charges for water, are to be absorbed in the prices bid for the various bid items.

4.09 SANITARY PROVISIONS

The Contractor shall provide, and maintain in a neat and sanitary condition, such accommodations for the use of the employees as may be necessary to comply with all applicable laws, ordinances and regulations.

In the event of damage to the existing sewer facilities, or interruptions of existing sewage flows, the Contractor shall promptly dispose of any free sewage by pumping or other means. Sewage shall not be permitted to flow in the trenches or be covered by backfill. Continuous sanitary sewer service in closed conduits shall be maintained at all times.

SECTION 5.00 CONTROL OF WORK

5.01 SUPERVISION AND INSPECTION

The Engineer shall decide within the provisions of the specifications all questions which may arise concerning the quality or acceptance of materials furnished and work performed, and all questions concerning the acceptable fulfillment of the contract by the Contractor.

The Engineer or his representatives shall have access to the work at all times. The Contractor shall furnish all facilities for inspection at the construction site, and at shops or yards, and shall not cover up any work requiring inspection until the same has been approved by the Engineer. If work should be covered up before being inspected, the Contractor will be required to remove such portions of the work as may be necessary to disclose the part in question.

The Contractor shall notify the Engineer 24 hours prior to commencing any work, or resuming work after shutdowns, except for normal resumption of work following Saturdays, Sundays, or Holidays.

The Contractor shall be fully responsible for providing proper supervision and sufficient labor and equipment to accomplish the work and to complete the work within the contract time.

The Contractor shall maintain a local telephone for the duration of the contract, at his own expense, where he or his authorized representative may be reached directly or by message at all times; during and outside of working hours.

5.02 COOPERATION WITH OTHERS

Ordinarily, utility owners and Contracting Agency responsible for facilities located within the right-of-way will be required to complete any installation, relocation, repair, or replacement prior to commencement of work by the Contractor. However, when this is not feasible or practicable or the need for such work was not foreseen, such utility owners or Contracting Agency shall have the right to enter upon the right-of-way and upon any structure therein for the purpose of making new installations, changes or repair, and the Contractor shall so conduct his operations as to provide the time needed for such work to be accomplished during the progress of the improvement.

Where two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

5.03 MUTUAL RESPONSIBILITY OF CONTRACTORS

The Contracting Agency may let other contracts on any portion of the site for any work not included in the contract.

The Contractor shall perform the work of the contract so that it will properly coordinate with and fit the work performed by other contractors. He also shall give the other contractors every reasonable opportunity to perform

their work, store materials, and place equipment therefor, and fit their work to the work of other contractors. He shall furnish to the other contractors all information necessary in order that they may properly connect and fit their work to his and in ample time, so that they may have reasonable opportunity to prepare their work accordingly. He shall make the work of the contract ready to receive the work of the other contractors at the time fixed therefor, and shall fit this work to that of the other contractors at the times fixed therefor.

5.11 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be held responsible for all costs for the repair of any and all damage to the contract work or to any utility (whether previously known or disclosed during the work), as may be caused by his operations. Utilities not shown on the drawings to be relocated or altered by others, shall be maintained in place by the Contractor. Utilities which are relocated by others in order to avoid interference with structures and which cross the project work shall be maintained in the relocation positions by the Contractor. All costs for such work shall be absorbed or included in the prices bid for the various items of work.

The Contractor shall notify the owners of all utilities at least 2 working days in advance of excavating around any of their structures.

5.15 SURVEY SERVICE

The Engineer will furnish and set construction stakes establishing lines and grades as determined necessary by the Engineer for all work indicated on the plans or required under the contract, including lines and grades for street excavation and fill, finished subgrade, finished base gravel, curbs and gutters, walks, structures and utilities, and will furnish the Contractor all the necessary information relative to the lines and grades.

Line and grade stakes will be offset from the construction area. They will show the offset distances, stationing and required cut or fill to the finished grade or flow lie as indicated on the plans or grade sheet. Upon request a copy of the grade sheet will be furnished to the Contractor. Grade stakes will be set by the Engineer to the finished grade of the subgrade and also of the base gravel, or as determined necessary by the Engineer, and the tops of these stakes marked blue or red.

The Contractor shall construct the work in accordance with the Engineer's stakes and marks, making use of them before they are disturbed, and shall be charged with full responsibility for conformity and agreement of the work with such stakes and marks.

The Contractor shall be responsible for the preservation of construction survey stakes and marks for the duration of their usefulness during construction. If any construction survey stakes are lost or disturbed, and in the opinion of the Engineer need to be replaced, such replacement shall be by the Engineer at the expense of the Contractor. The cost of replacing them shall be charged against, and all shall be deducted from, the payment of the work.

The Contractor shall give notice to the Engineer not less than two working days in advance of when he will require survey services in connection with the laying out of any portion of the work.

5.16 PRIVATE ENGINEERS

Surveying by private engineers on permit projects or any other work under the control of the Contracting Agency shall conform in all respects to the quality and practice required of the Contracting Agency's surveyor as set forth in subsection 5.15 above.

5.17 LINE AND GRADE

All work during its progress and upon its completion, shall conform to the lines, elevations, and grades shown on the plans. Distances and measurements, except elevations and structural dimensions, are given and made on horizontal planes.

Three consecutive points set on the same slope shall be used together in order than any variation is found, it shall be reported to the Inspector; and, in the absence of such report prior to completion of grade, the Contractor shall be responsible for any error in the grade of the finished work.

5.18 PRESERVATION OF PROPERTY

The Contractor shall protect all public and private property including irrigation berms, insofar as it may be endangered by his operations, and he shall take every reasonable precaution to avoid damage to such property.

Public or private improvements of facilities within the right of way not designated for removal but visibly evident or correctly shown on the plans which are damaged or injured directly or indirectly by or on account of any act, omission, or neglect of the Contractor in the execution of the work shall be restored by the Contractor at his expense to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise affecting restoration thereof, or if this is not feasible, a suitable settlement shall be made with the owner of the damaged property.

The Contractor shall give reasonable notice to occupants of buildings on property adjacent to the work to permit the occupants to remove vehicles, trailers, and other possessions as well as salvage or relocate plants, trees, fences, sprinkler systems, or other improvements in the right-of-way which are designated for removal or which might be destroyed or damaged by the Contractor's operations.

The Contractor shall be responsible for the protection of all designated trees and planted areas within the right-of-way. He shall also exercise care and conduct his operations so as to minimize damages to other planted areas.

5.19 DAMAGE TO RAILROADS

The provisions given elsewhere herein, which require the Contractor to protect property against damage, and which place upon the contractor all responsibility for damage to property, injury to persons, and loss, expense, inconvenience and delay to the owners of the property and others, shall be understood to apply in connection with railway lines or railroads the same as in connection with other kinds of property. In the protection of railway lines and railroads, however, the Contractor will be required to exercise particular care to avoid any damage which might result in train wrecks or in delays in train service. In the performance of work in close proximity to railroad tracks, he shall consult with the railroad owners or officials in regard to means and methods of conducting the work, and unless the Engineer orders otherwise, he shall use in the performance of the work means and methods which are not unsatisfactory to said owners or officials and he shall at his own expense provide such trackwalkers and flagmen as the said owners and officials may deem necessary for the adequate protection of the railroad property and train service.

The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience or delay which may result from the carrying out of the work to be done under this contract, and if the Special Provisions so specify, he shall give bond or insurance in the amount therein specified to each corporation, company, partnership, or individual owning or operating any of the properties affecting, in guarantee of this responsibility. Any extension of time granted the Contractor in which to complete the contract shall no relieve him or his surety from this responsibility.

5.20 PROTECTION OF MATERIALS AND WORK

The Contractor shall provide and maintain substantial and adequate protection as necessary to protect new or existing work, and all items of equipment and furnishings, for the duration of the contract, except that by the Contracting Agency action the contractor may be relieved of certain responsibilities for maintenance and protection of completed portions of the work as provided under Section 23, hereof.

Unless relieved of responsibility as provided under Section 5.21, the Contractor and his sureties shall be fully liable for any loss or damage to the works referred to in the contract, resulting from any cause whatsoever, including but not limited to fire, theft, vandalism, malicious mischief, or injury or damage by the elements, except for any loss or damage that may be occasioned by acts of God, acts of the public enemy, acts of governmental authorities, or any act, omission, or default of the Contracting Agency prior to completions of the project and final acceptance thereof by the Contracting Agency.

5.21 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

Upon the request of the Contractor and with the approval of the Contracting Agency, or upon the Contracting Agency, the Contractor will be relieved of the duty of maintaining and protecting certain portions of the work which are ready to be placed in service and which have been completed in accordance with the plans and specifications, including cleanup.

In addition, such action by the Contracting Agency will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, excepting injury or damage resulting from the contractor's own operations or from his negligence. The Contractor will not be required to again clean up such portions of the improvement prior to field acceptance, excepting for such items of work as a result from his operations. However, nothing in this section shall be construed as relieving the Contractor from the full responsibility for making good defective work or materials found to be defective.

5.22 STORAGE OF MATERIALS IN PUBLIC STREETS, ROADS, OR HIGHWAYS

Materials shall not be stored in streets, roads, or highways for longer than four working days after being unloaded, unless a longer storage period is permitted by the Engineer. In the event that the rate of progress of construction is such that the materials stored in streets, roads, or highways are not installed in its final position within the time period stipulated hereinabove, the Contractor shall when so directed by the engineer remove such materials to storage areas to be provided by the contractor at his own expense.

Unless otherwise permitted by the Engineer, no storage of excavated material will be permitted in public streets, roads, or highway. After the placing of the backfill in said trench, all remaining excavated material shall be removed from the site of the work.

5.24 LIGHT, POWER, AND WATER

The Contractor shall furnish temporary light, power, and water complete with connecting piping, wiring, lamps, and similar equipment necessary for the work as determined by the Engineer. The Contractor shall install, maintain, and remove his temporary lines upon completion of work. All expenses in connection with temporary services and facilities shall be paid by the Contractor, unless specified differently in the Special Provisions.

SECTION 6.00 CONTROL OF MATERIALS

6.01 MATERIALS AND WORKMANSHIP

All materials, parts and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections unless otherwise hereinafter specified. Workmanship shall be in accord with the best standard practice. Both materials and workmanship shall be subject to the approval of the Engineer.

All materials and workmanship not conforming to the requirements of these specifications shall be considered as defective and will be rejected. Defective material whether in place or not, shall be removed immediately from the site of the work by the Contractor at his expense when so directed by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer.

In the event any defect in material or workmanship is of a minor nature and the engineer determines that it is not of such consequence as to result in a dangerous and undesirable condition, or that the removal of such work would create a dangerous or undesirable condition, the Contracting Agency shall have the right to retain such work and make such deductions in the payment therefor as they determine reasonable and in the public interest. Such determination by the contracting Agency shall be final.

6.02 TEST OF MATERIALS

~~Except as may otherwise be provided, all testing that may be required~~ by the Contracting Agency to determine the quality, fitness and suitability of such materials shall be performed under the direction and upon the order of the Engineer, and at no expense to the Contractor; samples being secured and tested wherever considered necessary by the Engineer. In those cases in which the Contractor is required to provide and bear the expense of such testing the specifications or drawings will definitely so state.

The Contractor at his own expense, shall deliver the materials for testing at the time and to the place designated by the Engineer.

6.03 TRADE NAMES AND EQUALS

Whenever in the specifications any particular materials, process, and/or equipment is indicated or specified by patent, proprietary, or brand name, or by name of manufacturer, such working shall be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired, and shall be deemed to be followed by the words "or approved equal". The lists of acceptable materials indicated in various sections of the specifications, or on drawings, for materials are not intended to be comprehensive lists, or in any order of preference. The Contractor may offer any material, process, and/or equipment which complies with the governing specification and which he considers to be equivalent to that indicated or specified.

If a substitute offered by the Contractor is not found by the Engineer to be equal to the material specified, or indicated, then the Contractor shall furnish and install the item specified or indicated by name.

The Contractor shall, before installation, submit data substantiating a request for substitution of "an equal" item. The Contractor shall, at his own expense, furnish information and/or data concerning the material and/or equipment offered by him as an equivalent to that specified or indicated by name, and if the Engineer shall so require, the Contractor, at his own expense, shall have the said material tested as to its quality, strength, physical, chemical, and/or other pertinent characteristics, including the durability, finish, efficiency, dimensions, service, suitability to perform the function intended to be served by the material and/or equipment.

The method of performing the test or tests shall be subject to the approval of the Engineer, and the results of said tests shall be reported promptly to the Engineer, who shall evaluate the results thereof and shall determine whether or not the substitute material and/or equipment so tested is deemed to be equivalent, and his findings shall be final. Installation and use of the material shall not be made until such substitute material has been approved by the Engineer.

The time specified for completion of the work under the contract shall not be affected by any circumstances whatsoever development from the provisions of this section.

SECTION 7.00 RESPONSIBILITY TO THE PUBLIC

7.01 PUBLIC CONVENIENCE

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to traffic, and he shall have under construction no greater amount of work than he can prosecute properly with due regard for the rights of the public.

The Contractor shall obtain prior approval from the Engineer for the closing or partial closing of any street, alley or other public thoroughfare. He shall also give advance notice of such closure to all agencies providing emergency services, including police, fire and ambulance services.

Unless otherwise provided by the plans or project specifications or authorized by the Engineer, vehicular access to properties at established driveways and pedestrian access to building entrances shall be provided and maintained by the Contractor, except for such periods of time as may be reasonably necessary to expeditiously complete those construction operations which preclude such access.

The Contractor shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction.

Occupants of property fronting on the street shall be given at least 24 hours advance notice that the entire street or half the street, as the case may be, will be closed to vehicular traffic whenever necessary for the normal prosecution of the work. Such notices shall be given by the Contractor unless otherwise directed by the Engineer, or otherwise specified in the Special Provision. Parking of cars may be prohibited on streets where construction work, such as maintaining controlled or one-way traffic over one-half of the street while construction is progressing on the other half.

In order that all unnecessary delay to the traveling public may be avoided where ordered by the Engineer, the Contractor shall provide and maintain temporary "No Parking" and/or detour signs, pilot cars and station competent flagmen whose sole duties shall consist of directing the movement of public traffic either through or around the work. Signs shall be of standard size and design as approved by the Engineer and shall comply with the requirements specified in Section 7.03 hereof. Such signs shall be removed as soon as practicable or when directed by the Engineer.

The cost of all work involved in providing for public convenience including detours, as set forth in this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made.

7.02 DETOURS

The Contractor shall construct and maintain temporary detours as shown on the plans or specified in the Special Provisions, or as necessary to provide adequate passage of public traffic and for protection of his work, or as determined necessary by the Contracting Agency. Routing and width of detours shall be approved by the Engineer.

Unless otherwise specified, when a detour is required the Contractor shall be governed by the following:

1. One day duration
 - (a) Passable - no gravel but graded
 - (b) Water and maintain smooth and dust free
2. One day to one week duration
 - (a) Gravel
 - (b) Water
 - (c) Maintain smooth and dust free
3. More than one week - if on a major or secondary street (if on a collector street, treatment No. 2 above will suffice)
 - (a) Gravel 2 in. and graded
 - (b) Penetration with a minimum of .30 gal. per square yard MC70
 - (c) Maintain with patching of chuck holes
4. General Conditions
 - (a) If maintenance is not performed, the Contracting Agency will do the maintenance and bill the Contractor at rates specified in Section 4.07 through 4.10.
 - (b) When directed by the Engineer detours shall be removed and all ditches, etc. restored before the permit is closed out. If restoration is delayed more than one week after completion of work, the Contracting Agency will restore the area and bill the Contractor.
 - (c) Before pavement is cut, the Engineer must approve the construction and barricading.
 - (d) Provisions for public convenience and public safety shall be maintained in compliance with Section 7.01 through 7.03 hereof.

The Engineer will reserve the right to estimate the expected time the detour will be in use and will order construction accordingly.

7.03 PUBLIC SAFETY

The Contractor shall erect and maintain temporary fences, traffic control signs, bridges, railing, lights, and barriers, taking all other necessary precautions, and place proper guards for prevention of accidents. In the event any of the above items becomes misplaced, damaged, or destroyed, they shall be replaced immediately in their proper location.

All warning signs, barriers, barricades, lights and performance of flagmen shall conform to the "Oregon Manual on Uniform Traffic Control Devices for Streets and Highway" issued by the Oregon State Highway Department; local

ordinances; and existing published rules and/or traffic control manuals and regulations of the Contracting Agency.

The Contractor shall at all times keep open or backfilled excavations in a safe or protected condition. In the event of the existence of unsafe or hazardous conditions in the Contractor's work or operations, the Contractor shall immediately take such measures as are necessary to eliminate the conditions.

The cost for all work involved in providing for public safety as set forth in this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made.

7.04 FIRE HYDRANTS

Access shall be provided to all fire hydrants at all times. Pavements and sidewalks adjacent to fire hydrants shall be kept clean and clear of debris, materials and contractor's equipment. The Contractor shall not draw any water from a fire hydrant for use on the work other than for extinguishing fire, without first obtaining permission from the owner. Slow-closing valves will be required in connection with the use of fire hydrants. Unnecessary wasting or leakage of water shall not be permitted.

In the event a fire hydrant is damaged, or for any reason becomes inoperative, or is placed out of service due to the nature of the construction, it shall be the Contractor's responsibility to immediately notify the owner and the Engineer.

7.05 SAFETY

Construction materials, equipment, methods and workmanship shall be in accordance with applicable local ordinances and State laws. The Contractor shall comply with the lawful orders and codes issued by the Workmen's Compensation Board of the State of Oregon.

7.06 LABOR

The Contractor shall be bound by and comply with all applicable provisions of the Revised Statutes of the State of Oregon and shall keep informed of and observe and comply with, and cause all of his agents and employees to observe and comply with, all Federal, State, and local laws which in any way affect the conduct of the work in this contract.

None but competent workmen shall be employed on any work under these specifications; and any laborer, workman, mechanic, foreman, superintendent, or other person so employed who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his work properly and in an acceptable manner, shall be removed from the job immediately upon notification in writing, and not again be employed on the work unless approved by the Engineer.

7.07 NONDISCRIMINATION OF LABOR

The attention of the Contractor is directed to the provisions of Chapter 659, Oregon Revised Statutes relative to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, or national origin. Particular reference is made to Section 659.030 ORS, which states that it is unlawful employment practice for an employer, because of the race, religion, color, or national origin of any individual, to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms conditions, or privileges of employment.

In the event the contract is funded in whole or in part by federal funds, the Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the Secretary of Labor.

In the event of the Contractor's noncompliance with the nondiscrimination, clauses of a contract so funded, or with any such rules, regulations, or orders the contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts for federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 14, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7.08 MINIMUM WAGE, PAYMENT OF LABORERS AND MATERIALMEN

The Contractor shall comply fully with ORS 279.348 through 279.363, which provide in part that "the hourly rate of wage to be paid by any contractor or subcontractor to workmen upon all public works shall be not less than the prevailing rate of wage for an hours work in the same trade or occupation in the same trade or occupation in the locality where such labor is performed".

The provisions of this law do not apply to workmen or to persons regularly employed on a monthly or per diem salary. The "prevailing rate of wage", for the purposes hereof, shall be the rate of hourly wage and overtime paid in the locality, as hereinafter defined, to the majority of workmen in the same trade or occupation; provided, however, that there is not a majority in the same trade or occupation paid at the same rate, the average rate of hourly wage and overtime paid in the locality to workmen in the same trade or occupation shall be the prevailing rate, and provided further, than when a contractor or subcontractor is a party to a state-wide agreement in effect with any labor organization, the rate of wages as established in the agreement shall be considered to be the prevailing rate in the locality.

If the wage paid by any contractor or subcontractor to workmen is based on a period of time other than an hour, the hourly wage shall be mathematically determined by the number of hours worked in that period.

The "locality", for the purposes hereof, shall be the largest city in the county or counties in which the work under the contract is performed.

GENERAL PROVISIONS

In the case any dispute arises as to what is the prevailing rate of wage for the same trade or occupation in the locality and that dispute cannot be settled by the parties involved, the dispute shall be referred to the Commissioner of the State Bureau of Labor, who will determine the prevailing rate of wage for the same trade or occupation in the locality.

The minimum hourly rate of wage, not less than the prevailing rate of wage, which may be paid to workmen in each trade or occupation required for the work under the contract employed in the performance of persons doing or contracting to do the whole or part of the work contemplated by the contract shall be as set forth in the schedule of Minimum Hourly Wage Rates as may be included in the SPECIAL PROVISIONS, and the workmen employed in the performance of the contract shall be paid not less than the applicable specified minimum hourly rate of wage as such is set forth in said schedule.

The Contractor shall: 1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. 3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Before payment is made by or on behalf of the Contracting Agency of any sum or sums due under the contract, the Contractor or his surety and every subcontractor or his surety shall submit a statement in writing in a form prescribed by the State Labor Commissioner certifying under oath that the hourly rate of wage paid each classification of workmen employed by him upon the work under the Contract, and further certifying that no workmen employed by him upon work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the manner and at the times designated by him.

In case of conflict between any of the minimum hourly wage rates set forth in the schedule above referred to and other pertinent minimum hourly wage rates, as such other rates may have been set forth in the contract provisions in accordance with the federal regulations, the higher of the conflicting wage rates shall be applicable under the contract.

There is no representation on the part of the Contracting Agency that labor can be obtained at the hourly rates as may be shown in the SPECIAL PROVISIONS. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increases in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract. (Reference: ORS 279.314).

The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (Reference: ORS 279.320)

7.09 HOURS OF WORK, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

The Contractor shall comply fully with ORS 279.334 of the Oregon Revised Statutes, which reads as follows: "In all cases where labor is employed by the state, county, school district, municipality, municipal corporation, or subdivision, through a contractor, no person shall be required or permitted to labor more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely required it, in which event, the person or persons so employed for excessive hours shall receive at least time and a half pay for all overtime in excess of eight hours a day, or for work performed on Saturday and on ...legal holidays."

However, if it is necessary for the Contractor to perform construction work on Saturdays, Sundays, legal holidays or outside the 8 hours regular working day, the Contractor shall first notify the Engineer of his intent to do so prior to commencing such "overtime work". In any event, all work shall be subject to approval of the City Engineer. Prior to start of such work, the Contractor shall arrange with the City Engineer for the continuous or periodical inspection of the work, surveys, and tests of materials when necessary.

7.10 PERMITS AND LICENSES

Except for private contracts or unless otherwise specified elsewhere in these specifications, the Contracting Agency will obtain all other permits and licenses and pay any fees connected therewith, having to do with his construction operations.

7.11 LICENSING OF CONTRACTORS

The Contractor shall be licensed in accordance with all state and local requirements.

7.12 PATENTS, FEES OR ROYALTIES

In the event that any patented article, material or process is to be installed or used in the performance of the work as shown on the plans or particular specifications therefore, the Contractor shall pay the royalty chargeable, if any, and shall save, keep and hold the Contracting Agency if enjoined from using such patented article or material and the incidental damage caused by the loss of use and damage to the Contracting Agency's property in removing same, and the cost of replacing the article or material the use of which is enjoyed. Provided further the Bond for Faithful Performance shall be deemed to be expressly applied to this provision of the specifications.

7.13 LIABILITY FOR MONIES DUE STATE COMMISSIONS

The Contractor shall promptly pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or his subcontractors, incurred in the performance of the contract.

The Contractor shall pay all sums of money withheld from his employees and payable to the Department of Revenue pursuant to ORS 316.162 to 316.212.

7.14 LIABILITY FOR AMOUNTS DUE HOSPITAL ASSOCIATIONS, ETC.

The Contractor shall comply fully with ORS 279.320 which reads in part as follows:

"...The Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying of such service."

7.15 CONTRACTOR'S CONSTRUCTION EQUIPMENT

The Contractor shall furnish and maintain in good condition all equipment and facilities including stairs, ramps, runways, scaffolds, hoists, etc., as required for the proper execution and inspection of the work. All such equipment and facilities shall meet all requirements of all ordinances and laws applicable thereto.

7.16 RIGHT OF WAY

The right-of-way for the improvement will be provided by the Contracting Agency. Unless the plans or specifications show additional work area to be provided by the Contracting Agency, the Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the right-of-way.

SECTION 8.00 PROSECUTION AND PROGRESS

8.01 PROGRESS OF THE WORK

The Contractor shall commence the work within 10 calendar days after receiving notice to proceed, unless otherwise stated in the SPECIAL PROVISIONS, and shall diligently prosecute the same to completion within the time limit specified.

8.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

Before starting work, the Contractor shall submit for approval his proposed construction schedule to the Engineer. In the event the Contractor desires to carry on operations in more than one location simultaneously he shall submit for approval a schedule therefor, two weeks in advance of beginning such operations. In the event that the Contractor's proposed construction schedule does not meet the necessary construction program schedule as determined by the Contracting Agency, he may be required to resubmit a schedule that shall conform to an approved program of construction operations. The Contractor must obtain from the Engineer written approval of a construction schedule prior to start of work.

8.03 SUSPENSION OF WORK

The Engineer shall have the authority to suspend work wholly or in part for such periods as may be necessary because of unsuitable weather or unforeseen conditions or the failure of the Contractor to carryout lawful orders to comply with any of the provisions of the contract. ~~The Contractor shall immediately~~ suspend work when so ordered, and he shall resume work after such suspension only on written instruction from the engineer. Upon receipt of such instructions to resume work, he shall immediately proceed with the work.

If through the fault of the Contracting Agency, the Contractor must suspend operations and incurs expenses or sustains losses which could not have been avoided by the judicious handling of forces and equipment, and if by a diligent prosecution of the work he could not have completed amounts as may be agreed upon between the Contractor and the Contracting Agency to be a fair and reasonable compensation and a commensurate extension of contract time will be granted.

If work is suspended through no fault of the Contracting Agency, all such expenses and losses incurred by the Contractor during such suspensions of work shall be borne in full by him. In the event the Contractor fails to properly provide for public safety, traffic, and protection of the work, during periods of suspension of work, the Contracting Agency may elect to do so, and deduct the cost thereof from monies due the Contractor.

8.04 TIME OF COMPLETION

The Contractor shall complete the work called for under the contract in all part and requirements within the number of calendar days set forth in the Contract. Unless otherwise provided, all work shall be performed during the normal working days. A working day is defined as any day except Saturdays, Sundays, legal holidays, days on which the Contractor is specifically required by the Contract to suspend construction operations, and days on which the

Contractor is prevented from working by inclement weather or interference from utility relocation or alteration work.

Credit for inclement weather or interference from utility relocation or alteration work will be allowed only when the Contractor is prevented by such weather or utility work or conditions resulting immediately therefrom, from proceeding for at least five hours with at least 75% of the normal labor and equipment force engaged in the current controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather, or the condition of the work, prevents the work from beginning at the usual starting time and the new crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions should change thereafter during said day and the major portion of the day could be considered suitable for such construction operations.

The current controlling operation or operations is to be construed to include any feature of the work which, if delayed at the time being considered, could delay the completion of the work beyond the contract period.

Determination of each nonworking day except Saturdays, Sundays, legal holidays, and days on which the Contractor is specifically required by the contract to suspend construction operations shall be made and agreed upon during such a day by conference between the Engineer and the contractor. In the event of failure to agree, the Contractor will allow 15 days in which to file a written protest setting forth in what respects he differs from the Engineer. Otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct.

8.05 LIQUIDATED DAMAGES

It is agreed by the parties of the contract that in case all of the work required under the terms of this contract is not completed within the number of calendar days as specified therefor in the contract or any lawful extension thereof as provided herein, damage will be sustained by the Contracting Agency as a result thereof, but to definitely determine and ascertain the actual amount of such damage, either before or after the occurrence thereof would be difficult and impractical. The sum stated in the SPECIAL PROVISIONS for liquidated damages for each and every calendar day that the completion of said work is delayed beyond the prescribed completion date, or lawful extension thereof, is hereby stipulated as being the nearest and most exact measure of such damage that can be fixed at this or any subsequent time; and when so assessed by the Contracting Agency, the Contractor shall become liable for and shall pay to the Contracting Agency as liquidated damages and not as a penalty said sum per day for each and every calendar day of such delay. When the amount of liquidated damages is not stated in the SPECIAL PROVISIONS it is agreed by the parties to the Contract that the amount of liquidated damages shall be One Hundred and Fifty Dollars (\$150.00) per day for each and every day of such delay. The amount of such liquidated damages may be deducted by the Contracting Agency from any compensation due, or that may become due, the Contractor under his contract, and the Contractor and his sureties shall be liable for any excess.

It is further agreed that if the work is not finished and completed in all parts and requirements within the number of calendar days as specified therefor in the Contract or any lawful extension thereof as provided herein, the Contracting Agency will have the right to extend the time for completion if to do so seems best to serve its interests; and in case said Contracting Agency decides to so extend the time limit for the completion of the work, it shall have further right to charge to the Contractor, his heirs, assigns, or sureties, all or any part as it may deem proper, the actual costs of engineering, inspection, supervision, and other overhead expenses, that are directly chargeable to the contract and accrue during the period of such extension, and deduct the amount thereof from the final payment for the work; provided, however, that the cost of the final survey and preparation of the final estimate will not be included in such charges.

In the event that the Contractor is directed to perform extra or additional work, the number of calendar days specified in the contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra or additional work bears to the original contract value.

Should the nature of the extra or additional work be such that the Contractor believes that a longer time extension should be granted than that computed by the above procedures, he may notify the Engineer in writing.

The Contracting Agency may grant such additional time extension as it feels warranted.

Should any default, act or omission of the Contracting Agency, act of the State, act of public enemy or act of God, epidemic, quarantine restriction, strike, freight embargo, fire or flood cause any delay in the completion of the work the Contractor will not be assessed for liquidated damages nor engineering or other overhead charges for the period of such delay, provided that he shall, within ten (10) days subsequent to the beginning of any such delay, file a written report as to the cause thereof with the Engineer, who will ascertain the facts relative thereto and the extent of the delay, and whose finding in connection therewith shall be final and conclusive. The Contracting Agency shall not be liable to the Contractor for any damages on account of such delay.

8.06 RESPONSIBILITY OF CONTRACTOR AND OF CONTRACTOR'S REPRESENTATIVE ON THE WORKS

The Contractor shall give his personal attention and supervision to the work until same is entirely completed. In the absence of the Contractor from the work, he shall have a representative in charge who shall be competent to superintend and direct the progress of the work and who shall be authorized to receive instructions and to act for the Contractor on all matters relating to the work. The name, address and telephone number of this representative shall be sent by letter to the Engineer immediately after the awarding of the contract.

8.07 PROVISIONS RELATIVE TO DEFAULT BY CONTRACTOR

If, at any time, the Contractor shall neglect or refuse to prosecute the work with reasonable diligence, or should refuse or neglect to perform the work according to the drawings and specifications, as interpreted by the

Engineer, the Contracting Agency will give him written notice to proceed. If the Contractor fails to comply with such notice within a period of seven (7) days, he shall be in default of the contract. The Contracting Agency will have the right, without further notice to the Contractor, and without voiding the Contract, to take possession of all materials, to complete the work, and to charge cost of so doing against the Contractor. Should the unpaid balance of the contract price exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed the balance due the Contractor, the Contractor and his bondsmen agree to pay the excess to the Contracting Agency.

Notice, for the purposes of this section, may be served personally, or may be served by mail, addressed to the Contractor and his surety at their respective places of business as indicated in the contract documents.

The determination by the Engineer of the question as to whether any of the terms of the Contract of specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, his surety, and any and all other parties who may have any interest in the Contract or any portion thereof.

The foregoing provisions of this section shall be in addition to all other rights and remedies available to the Contracting Agency under law.

8.08 TERMINATION OF CONTRACT

If Conditions encountered during the progress of the work make it impossible or impracticable to proceed with the work, the Contracting Agency may order the termination of the contract. Upon such termination, the Contracting Agency will pay the Contractor fair and reasonable compensation as agreed upon between the Contractor and the Contracting Agency. In the event that no agreement is reached between the Contractor and the Contracting Agency as to fair and reasonable compensation, the Contracting Agency will be liable to the Contractor only for the reasonable value of the work performed and any other actual costs sustained by the Contractor.

8.09 ADVERTISING

No contract or any portion thereof, may be assigned without consent of the Contracting Agency except that money due the Contractor may be assigned as specified below.

The Contractor may assign money due or to become due him under the contract and such assignment will be recognized by the Contracting Agency, if given written notice thereof, to the extent permitted by law, but any assignment of money shall be subject to all proper set-offs and withholdings in favor of the Contracting Agency and to all deductions provided for in the contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the Contracting Agency for completion of the work in the event the Contractor should be in default therein.

8.10 SUBCONTRACTS

Names of subcontractors for all or any portion of the work shall be submitted to the Engineer prior to commencement of any subcontracted work. Such submittals shall state the types of work to be subcontracted and the names of the proposed subcontractors. Subcontracting all or any portion of the work shall not be construed to relieve the Contractor of any of his responsibility under the Contract.

No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor. The Contractor will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

8.11 CERTIFICATE OF COMPLIANCE

The Contractor shall file with the Engineer, prior to the acceptance of the work, a certificate in form substantially as follows: "I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work, and that:

1. Not less than the prevailing rates of wages as ascertained by the Contracting Agency has been paid to laborers, workmen and mechanics employed on this work;

2. There have been no unauthorized substitutions of subcontractors; nor have any subcontractors been entered into without the names of the subcontractors having been submitted to the Engineer prior to the start of such subcontracted work;

3. No subcontract was assigned, transferred to, or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the Engineer together with the names of all subcontractors.

4. All claims for material and labor and other service performed in connection with these specifications have been paid.

5. All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund (ORS 279.510), the State Department of Revenue (ORS 316.162 to .212) a hospital associations and/or others, (ORS 279.320), have been paid."

SECTION 9.00 MEASUREMENT AND PAYMENT

9.01 METHODS OF MEASUREMENT

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections herein covering materials or types of work.

When material is to be paid for on a volume basis and it would be impracticable to determine a volume by the specified method of measurement, or when requested by the Contractor and approved by the Engineer, the material will be weighed in accordance with the requirements specified for weight measurement and such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Unless otherwise provided, when mineral aggregate or roadway material is being paid for by weight, deductions from pay quantities will be made for the weight of water in excess of 3% if the material is to be treated with bitumen, and 6% if the material is to be waterbound.

9.02 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORKS

Unless otherwise specified, linear or area quantities of work such as grading, landscaping, paving, curb, gutter, walk and other work of a similar nature shall be determined from measurements of dimensions of such work and computed in horizontal planes. However, linear quantities of underground cable, piling and timber, shall be considered as being the true length measured along the longitudinal axis thereof. For pipe work see related sections.

Volumetric quantities shall be determined by the average end area method.

9.03 UNITS OF MEASUREMENT

Measurements shall be in accordance with U.S. Standard Measures. A pound shall be avoirdupois. A ton shall be 2,000 pounds. The unit of liquid measure shall be the U.S. gallon.

9.04 CERTIFIED WEIGHTS

When payment is specified to be made on the basis of weight, the weighing shall be done on certified platform scales licensed in accordance with Chapter 618 Oregon Revised Statutes. The Contractor shall furnish the Engineer with licenses issued with the information required by Chapter 618 Oregon Revised Statutes. The Contractor shall pay all costs, if any, in connection with obtaining said information. The Contracting Agency will accept the certificates as evidence of the weight delivered.

9.05 PAYMENT

Once each month, the Engineer will make an approximate measurement of the work performed to that date and an estimate of the value thereof based on the

contract prices. When the work has been satisfactorily completed, the Engineer will determine the final quantity of work performed and prepare the final estimate of the value thereof. The quantities listed in the bid schedule do not govern final payment. Payments to the Contractor shall be made only for the actual quantities of contract items performed in accordance with the plans and specifications and if upon completion of the construction these actual quantities show either an increase or decrease from the quantities given in the bid schedule, the contract unit prices will still prevail.

In unit price contracts, when an item for mobilization is included in the bid, this item shall include the cost of assembling of materials, plan, and equipment as set forth in said bid items, and as more fully described in the specifications. An evaluation for the purpose of payment for mobilization will be included in progress estimates in unit price contracts only when mobilizations is so set forth as an item in the bid. In such cases, the specifications will indicate a fixed sum or a percentage of the total bid price as a maximum that may be bid on this item.

In accordance with ORS Chapter 279, from each progress and final estimate, except on contracts for County roads and bridges, or unless otherwise required by the SPECIAL PROVISIONS applicable Federal or State Contracting Agency, and the remainder less the amount of all previous payments will be paid to the Contractor.

At the expiration of 30 days from the date of acceptance of the work by the Contracting Agency, provided that the Contractor has furnished the Contracting Agency satisfactory receipts for all labor and material bills and waivers or liens from any and all persons holding claims against the wage rates as required by Section 279.354, Oregon Revised Statutes, the amount deducted from the final estimate and retained by the Contracting Agency will be paid to the Contractor, with the exception of such amounts as are required by law to be further retained, not on any payment tendered by the Contracting Agency and acceptance thereof is refused by the Contractor.

Payments for work or materials performed or furnished under an assessment proceedings contract will be made as provided in the particular proceedings or legislative act under which such contract was awarded.

SECTION 10.00 REQUIREMENTS OF OREGON LAW FOR PUBLIC CONTRACTS

To any extent that they are not already incorporated into the Contract Documents the terms and conditions of ORS 279.310 to ORS 279.575 are an integral part of this Contract and Contract Documents, and incorporated herein at this point by reference.

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TECHNICAL PROVISIONS
1987 ASPHALT OVERLAY PROJECT

CITY OF NEWBERG, OREGON

SECTION 1.00 ASPHALT CONCRETE

This specification applies to the construction of one or more courses of asphalt concrete pavement on a prepared base in close conformity to the lines, grades, thicknesses and cross sections shown on the plans or established by the Engineer.

Asphalt concrete shall consist of a hot mixture of asphalt cement; well graded high quality; mineral filler and additives as required; plant mixed to a uniformly coated mass, hot laid on a prepared foundation, and compacted to a near ultimate density.

SECTION 2.00 MATERIALS2.1 Aggregates

2.1.A General. Aggregates for asphaltic concrete pavements shall meet the requirements of this Section, subject to such modifications of the specified gradation as may be necessary to produce the mix proportions specified in Section 2.2 of these Specifications.

2.1.B Tests. In addition to the above, aggregates for flexible pavements will be subject to testing for the following properties:

<u>Property</u>	<u>Test</u>	<u>Requirement</u>
Sieve Analysis	AASHTO T 27	See Table I
Cohesion	AASHTO T 165	70% retained strength
Abrasion Resistance	AASHTO T 96	Wear = 30% maximum

2.1.C Coarse Aggregate. The portion of the aggregate retained on the 1/4 inch sieve will be known as Coarse Aggregate. Coarse Aggregate shall be crushed rock or crushed gravel free from flat, elongated, soft or disintegrated pieces and other extraneous matter or coatings. The Coarse Aggregate, when separated on consecutive sieves, shall contain in each fraction not less than 60% (by weight) of fragments which have at least one mechanically fractures face.

Table I
(Coarse Aggregate Requirements)

<u>Sieve Size</u>	<u>3/4"-1/4"</u>	<u>Designated Sizes</u> <u>1/2"-1/4"</u>	<u>3/8" - 1/4"</u>
1"	100	100	100
3/4"	90-100	100	100
1/2"	60-75	85-100	100
3/8"			85-100
1/4"	0-15	0-15	0-15

2.1.D Fine Aggregate. That portion of the aggregate passing the 1/4" sieve shall be known as Fine Aggregate and shall consist of crushed rock, crushed gravel, sand or other mineral matter and shall be free of clay, loam, vegetation or other extraneous matter or coatings. The grading of the fine aggregate (designated size

1/4"-0) for all classes of asphalt concrete shall conform to the following requirements:

Percentage passing 3/8" sieve	100
Percentage passing 1/4" sieve	85-100

Of the fraction passing the 1/4" sieve, the following percentages thereof shall pass the No. 10 sieve:

<u>Class of Asphalt Concrete</u>	<u>Percentage Passing</u>
Class "B"	42.5 - 57.5
Class "C":	42.5 - 57.5
Class "D"	48.0 - 66.0
Class "E"	18.0 - 33.0

2.1.E. Mineral Filler. Mineral filler shall conform to AASHTO M 17. Collector dust may be used as Mineral filler, in whole or in part, provided the dust or filler/dust mixture conforms to the requirements of AASHTO M 17.

2.2 Asphalt Concrete

2.2.A Class. This specification provides for several classes of asphalt concrete, wherein the classes differ one from another in sizes of aggregates and in proportions of aggregate and asphalt cement. Which of the classes is to be used shall be as shown on the plans or as directed by the Engineer, and shall conform to the requirements of these specifications.

2.2.B Proportions. The exact proportions of the several constituents to be used in the production of the mixture shall, within the limits specified in Table II be fixed by the Contractor. The proportions so established shall be known as the "mix formula" and shall be changed only with the approval of the Engineer.

Table II
(Asphalt Concrete Mix Proportions)

<u>Percentages of Total Aggregate (by weight)</u>				
<u>Sieve Size</u> <u>Passing</u>	<u>Class "B"</u>	<u>Class "C"</u>	<u>Class "D"</u>	<u>Class "E"</u>
1"	100	-	-	-
3/4"	95-100	100	-	-
1/2"	-	95-100	-	-100
3/8"	-	-	100	90-100
1/4"	52-72	65-85	85-100	51-71
No. 10	21-41	30-45	48-65	10-20
No. 40	8-24	8-26	20-35	-
No. 200	3-7	3-7	4-8	2-6
Asphalt Cement	4-8*	4-8*	4-8*	4-9*

*Percentage of total mix (by weight)

2.2.C Tolerances. After the mix formula is established as prescribed above, the several constituents of the mixture furnished by the Contractor shall conform to the

mix formula within the tolerances specified in Table III, but always within the pertinent limits of Table II.

Table III
(Asphalt Concrete Mix Tolerances)

<u>Constituents</u>	<u>Tolerance*</u>
Passing 1/4" Sieve or larger	5.0
Passing No. 10 Sieve	4.0
Passing No. 40 Sieve	3.0
Passing No. 200 Sieve	2.0
Asphalt Cement	0.5
Temperature of Mix	10°F.
*Plus or Minus Percentage	

Each day the Engineer shall be permitted to take as many samples as he considers necessary for checking the uniformity of the mixture. When unsatisfactory results or other conditions make it necessary or desirable, the Engineer may require a new mix formula.

2.2.D Feathering. Asphalt concrete for use in feathering at curb or gutter lines, at intersections, at connections with existing pavement, in spot patching, and under similar conditions, shall be a fine mix of asphalt concrete such as Class "D" mix.

2.2.F Asphalt Cement. Asphalt Cement shall be "Aged Residue" (AR) grades; AR-1000, AR-2000, AR-4000, AR-8000, and AR-16000; and shall conform to those specifications shown in Table IV. The Contractor may elect which of the grades to use with the understanding that the Engineer may order the use of a different grade when he determines that such use is necessary to produce the specified finished pavement.

Table IV
(Asphalt Cements Viscosity - Graded at 140° F. [60°C.] on RTFO Residue)

Specification Designation	AASHTO Test	Viscosity Grade				
		AR-1000	AR-2000	AR-4000	AR-8000	AR-16000
Tests on Residue from Rolling Thin-Film Oven Test						
Absolute Viscosity at 140° F. poise	T-202	750-1250	1500-2500	3000-5000	6000-10000	12000-20000
Kenematic Viscosity at 275° F. cs, min	T-201	140	200	275	400	550
Penetration at 77° F. 100/g 5 sec, min	T-49	65	40	25	20	20
Percent of original penetration at 77° F. min	***	-	100**	75	75	75
Ductility at 77° F. 5 cm/min cm	T-51	100**	100**	75	75	75
TEST ON ORIGINAL ASPHALT						
Flash point, Pensky-Martens, deg F. min	T-73	400	425	440	450	460
Solubility in Trichlorethylene percent, min	T-44	99	99	99	99	99

*TFO (AASHTO T-179) may be used but RTFO (AASHTO T-240) shall be the referee method.

**If the ductility at 77° is less than 100 cm. the material will be acceptable if its ductility at 60° is more than 100 cm.

***Original penetration as well as penetration after RTFO Loss will be determined by AASHTO Test Method T-49.

2.2.G Temperature. The temperature to which the aggregates and asphalt cement are to be heated and at which the asphalt concrete mixture is to be deposited and spread shall be as follows:

Degrees Fahrenheit to which aggregates
are to be heated before mixing 250 - 325

Degrees Fahrenheit to which asphalt cement
is to be heated upon entry into the mixer. 250 - 325

Degrees Fahrenheit at which asphalt concrete
mixture is to be deposited on the road 250 - 300

2.2.H Tack Coat Asphalt

Tack coat asphalt shall be one of another of the following emulsified asphalts as designated by the engineer. RS-1, SS-1, Ss-1h, CRS-1 or CSS-1h.

SECTION 3.00 CONSTRUCTION

3.1 Weather Limitations. Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade is not less than:

<u>Nominal Compacted Thickness of Individual Courses</u>	<u>Travel Lanes Wearing Courses</u>	<u>All Other Courses</u>
Less than 1-1/2"	60°F.	55°F.
1-1/2" to 2-1/2"	50°F.	45°F.
2-1/2" and over	40°F.	35°F.

*As shown on the typical section of the plans.

Placing of the asphalt concrete during a rain normally will not be permitted, except that asphalt concrete in transit at the time of a sudden rain shower may be laid provided it is of proper laying temperature and it is placed on a base free from pools of water. When weather conditions are such as to necessitate such protection, each load of asphalt concrete shall be covered with a tarpaulin while in transit to prevent unnecessary loss of heat or to protect the mixture from the weather.

3.2 Reconditioning Old Roadbed

This work shall consist of the reconditioning of previously constructed roadbed subgrades, aggregate bases, and pavement surfaces upon which material is to be placed, as stated in the contract.

Where unstable or unsuitable materials are encountered, they shall be removed and disposed of as directed by the Engineer and replaced with material as specified by the Engineer. The replacement materials shall be placed, compacted and finished in accordance with the requirements of the appropriate section of these specifications.

Removing, disposing of, and replacing unstable or unsuitable materials shall be extra work and payment will be in accordance with the requirements of the general conditions.

3.3 Pavement Surfaces

Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or by other approved methods.

3.4 Tack Coat

Tack coat asphalt shall be applied to existing bituminous and Portland cement concrete surfaces prior to placing asphalt concrete. The application rate shall normally be within a range of 0.02 to 0.06 gallons per square yard of surface.

The temperature of the asphalt material at the time of application shall be within the limits for the type and grade being used as shown in the following table:

Type and Grade of Asphalt	Spraying Temperature	
	Min.	Max.
RS-1	75	130
SS-1	75	130
SS-1h	75	130
CRS-1	125	165
CSS-1h	70	140

Asphalt shall not be applied to any wet surfaces or when the air temperature is less than 60°F. The asphalt shall be applied by pressure-spray equipment capable of providing a uniform application at the prescribed rate. It shall be applied only so far in advance of the asphalt concrete paving operations as is necessary in order to provide a tacky surface upon which to place the asphalt concrete.

3.5 Paving Plant and Equipment.

All plant and equipment used by the Contractor in the preparation and mixing of asphalt concrete shall be so designed, coordinated and operated as to produce uniform mixtures within the job-mix requirements set forth in these Specifications.

3.6 Equipment for Hauling and Placing

Trucks - Vehicles used for the transportation of asphalt concrete shall have tight metal bottoms and shall be free from dust, screenings, petroleum oils, volatiles or other mineral spirits which may affect the mix being hauled.

Pavers - Asphalt concrete pavers shall be self-centered, power-propelled units, capable of spreading the mix to the required tolerances. In areas where it is impractical to spread and finish by use of such pavers, the contractor may use other spreading equipment or hand methods approved by the Engineer.

Rollers - Rollers and compactors shall be modern, self propelled, in good condition, and capable of reversing without backlash. The term "rollers", as used herein refers generally to 2-axle or 3-axle tandem, 3-wheel, and pneumatic tire

rollers. Compactors may include vibratory types of rollers or compactors or other compacting equipment approved by the Engineer.

3.7 Preparation of Area to be Paved

The area to be paved shall be true to line and grade, and have a dry and properly prepared surface prior to the start of paving operations. It shall be free from all loose screenings and other loose or foreign material.

All asphalt concrete or Portland Cement concrete surfaces on or against which asphalt concrete is to be placed shall be primed by the application of the prime or tack coat shall precede the paving operation only so far in advance as is appropriate to insure tackiness.

The surfaces of curbs, gutters, vertical faces of existing pavements and all structures in actual contact with asphalt mixes shall be painted with a thin, complete coating of emulsified asphalt mixes to provide a closely bonded, water-tight joint.

3.8 Control of Line and Grade

The asphalt concrete mixture shall be laid to the width, lines, grades, thicknesses and cross sections as shown on the Plans or as directed by the Engineer.

The Engineer will establish controls for the work and will set references for line and grade at reasonable intervals along work.

The Contractor shall furnish, place and maintain such materials, devices and equipment as may be required to provide specified independent line and grade control references and other controls which may be required for proper execution of the work.

3.9 Hauling, Spreading and Finishing

The asphalt concrete mixture shall be transported from the mixing plant to the point of use in trucks conforming to the requirements set forth in Sec. 3.6. No loads shall be sent out so late in the day as to prevent the spreading and compacting of the mixture during daylight, unless artificial light satisfactory to the Engineer is provided.

The mixture shall be laid in strips of such width as to hold to a practical minimum the number of longitudinal joints required.

The longitudinal joints in any layer or course of pavement shall offset those in layers or courses above or below by not less than 6 inches.

Special care shall be taken at longitudinal joints to provide bond and required density.

When the capacity of the paver to spread properly and finish the asphalt concrete mixture exceeds the rate of delivery of mixture thereto, the paver shall be operated at a reduced and uniform speed which will result in a continuous spreading and finishing as is practicable.

The plan of the work, order of paving and other details of performance shall meet with the approval of the Engineer.

Care shall be taken at all times to prevent segregation in the mixture as evidenced by areas of fine and coarse materials, and any portions where such segregation occurs shall be corrected at the Contractor's expense with fresh mixture either spread and worked into the surface or by complete removal and replacement of segregated mixture, as directed by the Engineer.

3.10 Compacting

After the spreading, striking-off and finishing has been performed and while the mixture is still hot, the course or layer of asphalt concrete shall be compacted thoroughly and uniformly with compacting equipment conforming to the requirements of Sec. 3.6.

On all projects, the Contractor shall provide as many rollers or compactors as may be necessary to obtain specified density of the asphalt concrete. At least one roller shall be of the tandem type.

Initial rolling for at least one complete coverage shall be done in as close proximity to the paver as possible without undue displacement, cracking or shoving of the mixture. Rolling shall be with a drive roll or drive wheels operated nearer the paver.

The final rolling of a base course or of the lower layers of pavements may be with a pneumatic tire roller provided the course or layer is thus compacted to specified density and the surface is thus brought to specified surface smoothness (see Sec. 3.13); otherwise the final rolling of the base surface course or top layer of the pavement shall be with a tandem roller.

The final rolling of the wearing surface course or top layer of the pavement shall be with a tandem roller.

Rolling shall begin at the sides and progress gradually to the center of the roadway, except that on superelevated curves rolling shall progress from the lower to the upper edge parallel with the center line of the road until the entire surface has been completely rolled. Alternate trips of a roller shall terminate in stops at least three (3) feet distant longitudinally from adjacent preceding stops.

The motion of the roller at all times shall be slow enough to avoid displacement of the hot mixture. Any rolling practice which causes displacement of the mix or other defect shall be corrected at once.

The rolling and compacting of the asphalt concrete shall compress the asphalt concrete mixture to a density of not less than 92 percent of the density obtained on a core or cut sample of the field compacted asphalt concrete by means of the Oregon State Highway Department's standard laboratory procedure for the compacting of asphalt concrete.

Failure to obtain specified density shall constitute cause for rejection of the pavement involved and replacement at the Contractor's expense with pavement conforming fully with all specified requirements.

Any mixture that becomes loose or broken, mixed with dirt, or is any way defective shall be removed and replaced at the Contractor's expense with fresh hot mixture, which shall be compacted to conform with the surrounding area.

3.11 Transverse Joints

Placing of a course or strip of asphalt concrete shall be as nearly continuous as practicable. Transverse joints shall be carefully constructed and thoroughly compacted to provide a smooth riding surface.

When the end of a course or strip of asphalt concrete is to be temporarily subjected to traffic, the end shall be on a bevel of approximately 20:1 (horizontal to vertical), being later cut back to a vertical edge to provide a fresh surface against which subsequently placed asphalt concrete is to abut.

3.12 Thickness and Number of Layers

Asphalt concrete shall be placed in the number of courses and to the total compacted thickness per course called for by the typical cross sections given on the plans.

In case the course of pavement involves the placing of a layer of variable thickness, as for leveling existing irregular surfacings, the course may include or consist of a layer of asphalt concrete of variable compacted thickness, the thickness of which layer shall not exceed the following:

Type of Mix	Maximum Compacted Thickness of Layers
"A"	4 inches
"B"	3 inches
"C" and "E"	2 inches
"D"	1 inch

The top surface of each layer of asphalt concrete shall be spread at grade and cross section closely paralleling the specified top surface of the finished pavement.

3.13 Surface Smoothness

The surface of each course or each layer of asphalt concrete, when finished, shall be of uniform texture, smooth, true to slope and grade, and free from defects of all kinds. The smoothness shall be such that when tested with a 10-foot straightedge placed on the surface with its centerline parallel to the centerline of the roadway and with a crown or cross section template conforming to the crown or cross section shown on the plan placed on the surface perpendicular to the center line of the roadway, the deviations of the surface from the edge of the straightedge and template will nowhere exceed the following: 0.015-foot on wearing surfaces or top courses of pavement, and 0.02-foot on other courses or layers or pavement.

SECTION 4.00 NOTIFICATION

"No Parking" signs shall be placed in order to provide 72 hours notification. A written notice shall be distributed to each residence or business the day prior to surface treatment. If the work is not done as planned, notify residences that they

may return to normal use of the street until further notice. When moving parked vehicles which conflict with the work, relocate vehicles to a nearby location approved by the Engineer and immediately notify the vehicle owner of the changed location. All costs will be included in the unit price bids for all work activity.

SECTION 5.00 TRAFFIC CONTROL

Provisions shall be made for the control and protection of traffic when paving operations are being performed. The contractor shall furnish and place all necessary detour signs. These shall be placed each day at commencement of work and be removed at completion of the work each day. "Slow" signs and other necessary signs shall be furnished and placed on the project. Requirements shall be as outlined in the Manual of Uniform Traffic Control Devices.

The Engineer may require additional signing and/or flagmen at any time during the project, if, in his judgement, they are needed. If the contractor's traffic control is inadequate or incorrect in the opinion of the Engineer, he may order work stopped until appropriate traffic control is provided by the Contractor.

Wherever an exposed edge of asphalt concrete, either old or new, lies along the outer or shoulder edge of a traffic lane and creates a drop-off exceeding 3 inches, warning and protective measures shall be provided by the Contractor, which measures shall mark the edges at intervals sufficiently close to delineate the alignment of the exposed edge and shall be clearly visible to the traveling public by day and by night.

No traffic shall come in contact with asphalt concrete until it has cooled and set sufficiently to prevent marking, and edges shall be protected from being broken down by traffic to the extent practicable. Opening to traffic does not constitute acceptance of the work.

SECTION 6.00 MEASUREMENT AND PAYMENT

Unless otherwise specified, measurement and payment for asphalt concrete will be made on a ton basis for the class of asphalt concrete specified.

DIVISION II - GEOTEXTILE INSTALLATION

SECTION 1.00 DESCRIPTION

1.01 Scope. This work consists of furnishing and placing geotextiles beneath pavement overlays, as shown on the plans and at other locations or as directed by the Engineer.

SECTION 2.00 GEOTEXTILE SEAMS

2.01 General. Where sewn seams will be used, the Contractor shall furnish the manufacturer's certified wide strip tensile test results attesting that the seam meets or exceeds the specified minimum roll values for the grab tensile strength of the geotextiles, or wide strip tensile strength for reinforcement applications. Where field seams will be made, the Contractor shall provide the Engineer with a field-stitched seam test sample in accordance with ASTM D 1683. The Engineer's approval will be required prior to the Contractor's production field stitching/seaming.

SECTION 3.00 CONSTRUCTION

3.01 General. The rolls of geotextile shall be protected against damage and deterioration until incorporated into the project. The geotextile shall be dry at the time of installation. The geotextile shall be installed as described herein and as shown on the plans, or as directed by the Engineer. The geotextile will be rejected if, at the time of installation, it has defects, deterioration, or damage, as determined by the Engineer.

3.02 Geotextile Placement. The surface receiving the geotextile shall be prepared to a smooth condition free of obstructions, depressions and debris, unless otherwise directed by the Engineer. Where angular aggregate or sharp objects will be in contact with the geotextile, increased geotextile strength properties will be required. The geotextile shall not be dragged on the ground or mishandled in any way. The geotextile shall be placed loosely and without wrinkles so that placement of the overlying material will not tear the geotextile. The geotextile shall be lapped or sewn as specified, at the ends and sides of adjoining sheets.

3.03 Protection of Geotextile. Traffic or construction equipment will not be permitted directly on the geotextile, except as directed by the Engineer. The geotextile shall be protected at all times during construction from contamination by surface runoff and construction activities. The geotextile shall be covered with the specified cover material the same day.

3.04 Repair of Geotextile. All geotextile that is torn, punctured, or contaminated during construction shall be repaired or replaced by the Contractor at no cost to the City. The repair shall consist of a patch of the same type of geotextile placed over the affected area. The patch shall overlap the existing geotextile as stated in Section 4.00. Where geotextile seams are required to be sewn, any damaged sheets shall be repaired by sewing, unless otherwise indicated on the plans or special provisions, or as directed by the Engineer.

SECTION 4.00 MINIMUM OVERLAP REQUIREMENTS

4.01 General. Minimum overlap shall be sufficient to insure closure, but shall not exceed 6 inches.

In the event that the specified overlap is not sufficient, as determined by the Engineer, the overlap shall be increased to provide adequate coverage or the geotextile shall be sewn together in the field. If field sewn, the provisions of Section 4.02 shall apply.

4.02 Field Seams. Field seams shall be sewn with polyester, and shall be as resistant to deterioration as the geotextile being sewn. The thread shall be of a contrasting color with the geotextile being sewn, and shall be made such that the stitches are exposed for inspection when the geotextile is placed.

(a) Stitching Equipment. The stitching equipment shall be such that it will provide an acceptable lock-type stitch as recommended by the geotextile manufacturer and approved by the Engineer.

(b) Stitch Requirements. Two rows of lock-type stitching shall be used to make the seam. The two rows of stitching shall be 1/2-inch apart with a tolerance of $\pm 1/4$ -inch and shall not cross, except for stitching.

(c) Minimum Seam Allowance. The following table indicates the minimum required seam allowance, i.e., the minimum distance from the geotextile edge to the stitchline nearest to that edge.

<u>Seam Type</u> <u>(See Figure 1 below)</u>	<u>Minimum</u> <u>Seam Allowance. In.</u>
Flat, or Prayer, Seam Type SSa-1	1-1/2
"J" Seam, Type SSn-1	1
Butterfly-folded Seam, Type SSd-1	1

(d) Seam Type. The Contractor shall obtain the geotextile manufacturer's recommendation for the type of seam and stitch to be used. If the Contractor does not provide the foregoing technical information, then the Contractor shall use a "J" seam with two passes of a Class 401 lock-type stitch with at least 3 stitches per inch. This seam will be tested as required by these specifications. The prayer seam (flat) may be used for repair of damaged in-place geotextile.

SECTION 5.00 GEOTEXTILE BENEATH PAVEMENT OVERLAYS.

5.01 General. The use of geotextiles in pavement overlays involves four basic steps: Initial surface preparation, applications of a sealant, placement of the geotextile, and placement of the overlay.

5.02 Weather Limitations. The minimum air temperature for paving grade asphalt sealant placement shall be at least 50°F. and at least 60°F. for asphalt emulsion sealant placement.

5.03 Surface Preparation. Cracks exceeding 1/8-inch width shall be cleaned and filled with suitable bituminous crack filler and minor irregularities or depressions repaired as directed by the Engineer. Crack filling material shall be allowed to cure prior to geotextile placement. Where the pavement is severely cracked, rutted, deformed, or otherwise distressed, a leveling course shall be placed as directed by the Engineer, in lieu of extensive surface preparation.

5.04 Asphalt Sealant. A normal paving grade asphalt shall be use. A cationic or anionic emulsion may be used, as approved by the Engineer. When asphalt emulsions are used, the emulsion shall be allowed to cure properly, essentially with no moisture remaining prior to placing the geotextile and final wearing surface. The use of cutbacks or emulsions which contain solvents will not be allowed.

The sealant material shall be spread by means of a pressure distributor.

The asphalt sealant shall be uniformly spray applied to the prepared dry pavement surface at the rate of 0.20 to 0.30 gallons per square yard or as recommended by the geotextile manufacturer and approved by the Engineer. When using emulsions the application rate must be increased to offset water content to the emulsion. Some underlying surfaces may require a higher application rate. Within street intersections, on steep grades, or in other zones where vehicle speed changes are commonplace, the normal application rate shall be reduced about 20 percent, but to no less than 0.20 gallons per square yard, as directed by the Engineer.

For paving grade asphalt cements, the maximum distributor tank temperature shall not exceed 325°F. to avoid damage to the geotextile. For asphalt emulsions, the distributor tank temperatures shall be maintained between 130°F. and 160°F.

The target width of sealant application shall be geotextile width plus 6 inches. The sealant shall be applied only as far in advance of geotextile installation as is appropriate to insure a tacky surface at the time of geotextile placement. Fabrics shall be placed the same day as the sealant. Traffic shall not be allowed on the sealant. Excess asphalt shall be cleaned from the road surface.

5.05 Placement of Geotextile. The geotextile shall be protected from moisture at all times during storage and placement. The geotextile shall be placed into the sealant using mechanical or manual laydown equipment capable of providing a smooth installation with a minimum amount of wrinkling or folding prior to the sealant cooling and losing tackiness. Wrinkles or folds in excess of one inch shall be slit and laid flat. All transverse joints and slit folds or wrinkles shall be shingle-

lapped in the direction of the paving operation. Brooming and/or pneumatic rolling will be required to maximize geotextile contact with the pavement surface. For overlap requirements refer to table in Section 4.00. Additional hand-placed sealant material may be required at laps, as determined by the Engineer. Traffic on the geotextile prior to and during paving shall be limited to necessary construction equipment and emergency vehicles, unless otherwise directed by the Engineer. Turning of the paver and other vehicles shall be done gradually and kept to a minimum to avoid movement and damage to the geotextile. Abrupt starts and stops shall also be avoided. Damaged geotextile shall be removed and replaced with the same type of geotextile, and the overlaps shall be shingle-lapped in the direction of paving. Overlaps shall not exceed six inches.

5.06 Placement of Overlay. Overlay placement shall closely follow geotextile placement. Sealant bleeding through the geotextile shall be removed. Windrowing asphalt on the geotextile ahead of the paving machine and using an asphalt pickup machine will not be allowed.

5.07 Measurement. Geotextile will be measured to the nearest square yard of surface area actually covered in accordance with the plans or as required by the Engineer. No separate measurement will be made for construction of laps, seams, joints or patches, unless the Engineer orders more than the specified lap, in which case the added lap width will be measured.

5.08 Payment. The accepted pay quantities for pavement overlay geotextiles will be paid for at the contract price per square yard, which will include payment for preparation work, tack sealant and geotextile.

Payment will comprise full compensation for all labor, equipment, tools and incidentals necessary to complete the work specified to be done under this Section. No separate payment will be made for the construction of laps, seams, joints, and patches unless the Engineer orders additional amount over the minimum or specified. For laps wider than the minimum or specified width, payment will be made for the added lap width at the unit bid price.

If the Engineer orders geotextiles with properties more stringent than specified, price adjustments for the difference in material cost only will be allowed.

DIVISION III - GEOTEXTILES

SECTION 1.00 GENERAL

The geotextile shall be composed of a polymeric yarn or fiber oriented into a stable network which retains its relative structure during handling, placement and design service life. Geotextiles may be rejected by the Engineer if dimensional stability or resistance of the geotextile to ambient temperatures, acid and alkaline conditions and micro-organisms/insects does not appear to be satisfactory for the intended purpose. The geotextile shall meet or exceed the properties specified herein and in the special provisions. The geotextile shall be free of any chemical treatment or coating which might significantly reduce permeability. The selvage or geotextiles shall be finished such that the outer fibers are prevented from pulling away from the fabric. The geotextile shall be free of defects or tears. The material shall be protected from damage and deterioration until incorporated into the project.

SECTION 2.00 DEFINITIONS

- a. Geotextile. A fabric manufactured specifically for use in civil engineering applications. Fibers used in the manufacture of geotextiles shall consist of long chain synthetic polymers. At least 85 percent by weight of the long chain polymers shall be polyolephins, polyesters, or polyamides.
- b. Pavement Overlay Geotextile. Geotextile for installation beneath an asphalt concrete overlay.
- c. Mean Roll Values. The mean roll value of any specific geotextile property is the average of the test results from any roll within a lot.
- d. Mean Roll Values. The mean roll value of any specific geotextile property is the average of the test results from any roll within a lot.
- e. Nonwoven Geotextiles. A textile produced by bonding or interlocking of fibers, or both, accomplished by mechanical, heat, or chemical means.
- f. Seam Allowance. The minimum distance from the edge of a geotextile to the stitch line nearest to that edge.
- g. Seam Type. A finished edge of a geotextile parallel to the machine direction.
- h. Selvage. The finished edge of a geotextile parallel to the machine direction.
- i. Stitch Type. A designation relating to the essential characteristics of geotextile positioning and rows of stitching in a specified sewn seam, as shown on the plans.
- j. Woven Geotextile. A textile comprising two or more sets of filaments or yarns interlaced in such a way that they result in a uniform pattern.

SECTION 3.00 FACTORY SEAMS

Where factory seams are made, the sheets of geotextile shall be sewn together using a lock-type stitch (Class 301 or 401, as shown on the plans). The seams shall be sewn with thread; i.e., at least 85% by weight polyester, and shall be as resistant to deterioration as the geotextile being sewn. Nylon threads will not be allowed. The strength of the seam shall be determined by the wide strip tensile method, and shall be at least equal to the larger of the minimum required tensile strengths for the intended application.

SECTION 4.00 SAMPLING, TEST CERTIFICATION AND ACCEPTANCE REQUIREMENTS.

4.01 Sampling. All geotextiles shall be sampled in accordance with ASTM D 4354. The production unit used for sampling shall be a roll.

4.02 Testing. Tests shall be performed to determine geotextile properties specified herein for the intended application(s). All geotextile property requirements are mean roll values. The tensile strengths shall be determined in both machine and cross-machine directions.

4.03 Acceptance Requirements. If the mean roll value for any lot is less than the mean roll value specified for the application, or if any test result is less than the average mean roll value for the lot minus 2 standard deviations, then the lot shall be rejected. All rolls shall be clearly labeled as being part of a lot which has been certified as meeting all applicable requirements herein.

4.04 Manufacturer's Certification.

- a. The Contractor shall furnish the geotextile manufacturer's certified test results attesting that the geotextile and applications for the intended application. The certification shall state that the named product conforms to the required specification requirements and that representative samples thereof have been sampled and tested as specified.
- b. The certification shall give the name and address of the manufacturer and the testing agency and the date of tests, and shall set forth the means of identification, including lot number, which will permit field determination of the product delivered to the project as being the product covered by the certification.
- c. The certified copy of the test results shall include each test result, each mean roll value, the calculated standard deviation for each lot, and the manufacturer's coefficient of variation for all test results.
- d. The certification shall be sent with the shipment of the covered product to the Engineer.
- e. The City will not be responsible for any costs or certification or for any costs of the sampling and testing of products in connection therewith.
- f. The City reserves the right to require samples and to test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer thereof.

g. Geotextiles beneath Pavement Overlays. Only non-woven geotextiles are acceptable. The following requirements apply:

<u>Geotextile Property</u>	<u>Test Method</u>	<u>Mean Roll Value</u>
Grab tensile strength, 1 lbs.	OSHD TM 811 (ASTM D 1682 Modified)	80 min.
Grab elongation, %	OSHD TM 812 (ASTM D 1682 Modified)	50 min.
Asphalt retention, gal./sq. yd.	OSHD TM 817	0.20 min.
Melting point, °F.	ASTM D 276	480 min.

SPECIAL PROVISIONS

1987 ASPHALT OVERLAY PROJECT

CITY OF NEWBERG, OREGON

SPECIAL PROVISIONS

SP-1 CONSTRUCTION TIME PERIOD

All work shall be done during the month of September and October 1987, and the project completed by October 30, 1987.

SP-2 WORKING HOURS

All work on this contract shall be done between the off-peak traffic hours of 8:30 a.m. and 4:00 p.m. unless otherwise approved by the Engineer.

SP-3 TREE TRIMMING

Any tree branches or foliage which will hinder the proper placement of the surfacing shall be removed by the Contractor by pruning and sealing the cut ends, or tying back in a manner approved by the Engineer.

SP-4 WATER

Water shall be obtained from the fire hydrant at the Fire Station, Second and Blaine Streets, upon arrangement with the Fire Department. There will be no charge for the water.

SP-5 PAVING OVER APPURTENANCES

All manhole lids, water and gas valve boxes, survey monument boxes, and any other such street appurtenances shall be paved over and immediately marked with white paint. Raising of such street appurtenances will be performed by City crews.

The limits of asphalt overlay to be applied on street intersections is shown on Special Standard Drawing 1.

SP-6 TYPICAL ASPHALT OVERLAY CROSS-SECTION

The asphalt overlay shall be constructed according to the cross-section of Special Standard Drawing 2.

SP-7 PRECONSTRUCTION MEETING

A preconstruction meeting will be held at a time and place as prescribed by the City Engineer after the Contract is awarded, and before the Notice to Proceed is issued. At the preconstruction meeting, the Contractor shall provide the City Engineer with an estimated schedule of progress of the work. In addition to the Prime Contractor, all available subcontractors will be required to attend.

SP-8 SEAMS

Sewn seams will not be required.

SP-9 SURFACE PREPARATION

Crack filling, Section 5.03 of the Technical Provisions will be performed by City crews.

SP-10 APPLICATION OF ASPHALT SEALANT

Application of asphalt shall be by distributor truck, equipped with a spray box capable of applying a uniform, calibrated spray rate according to this section. Hose and hand nozzle sprayers will not be permitted.

SP-11 PLACEMENT OF GEOTEXTILE

Geotextile shall be placed on the "travel surface" as shown on special Standard Drawing included with these specifications.

SP-12 GEOTEXTILE

The geotextile shall be non-woven and made of polyester material, e.g., Bidim brand or equal, as determined by the Engineer. Polypropylene material will not be permitted. The geotextile must retain substantially all of its properties at 300°F.

SP-13 PREVAILING RATE OF WAGE AND CERTIFICATIONS OF RATE OF WAGE

As prescribed in ORS 279.352 and 279.354 Bidder as Contractor And Bidder's subcontractors will pay to their workers not less than the specified minimum prevailing wage as set forth in the attached copy of "Prevailing Wage Rates for Public Works Contracts in Oregon" which is attached hereto and incorporated herein at this point by reference.

Once before the first payment and once before final payment is made of any sum due on account of a contract for a public work, the Contractor or his surety and every subcontractor or his surety shall file a statement with the public contracting agency in writing in form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of workers employed by him upon such public work, and further certifying that no worker employed by him upon such public work has been paid less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the Contractor or his surety or subcontractor or his surety that he has read such statement and certificate and knows the contents thereof and that the same is true to his knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. (ORS 279.354).

The existing prevailing rate of wage is that rate which is in effect at the time the specifications are first advertised for bid solicitation. If during the bidding process the prevailing wage rate changes, the Owner retains the option to amend these SPECIAL PROVISIONS to reflect such change.

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



Mary Wendy Roberts
Commissioner

Bureau of Labor and Industries

Effective January 1, 1987



BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

January 1, 1987

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective January 1, 1987. These rates have been determined in accordance with ORS 279.348 through ORS 279.365.

Prevailing Wage Rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of any public works. Copies of these rates must be incorporated into all bid specifications when the advertisement for a public works contract is issued. A provision that Prevailing Wage Rates be paid must also be put in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception; if during the bidding process the prevailing wage rate changes, the public contracting agency has the option of amending the bid specifications to reflect such change.

If you identify any errors in the rates published, please bring them to the attention of Marty Anderson, Prevailing Wage Rate Analyst, in Portland (229-6655). If you have any questions about the manner in which the prevailing wage rates are enforced, contact the Wage and Hour Division in Portland (229-5750).

MARY WENDY ROBERTS
Commissioner

Bureau of Labor and Industries

MLA:mi

PORTLAND
1400 SW 5th Avenue
Portland, Oregon 97201

MEDFORD
700 E. Main
Medford, Oregon 97504

SALEM
3865 Wolverine St. NE; E-1
Salem, Oregon 97310

COOS BAY
320 Central Ave., Suite 510
Coos Bay, Oregon 97420

BEND
1230 NE Third, Suite A244
Bend, Oregon 97701

EUGENE
165 E. 7th Street, Suite 220
Eugene, Oregon 97401

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

ANNOUNCEMENT

The prevailing wage rates contained in this booklet generally reflect those rates determined for Oregon by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act; certain changes have been made to better reflect prevailing practices in Oregon. Pursuant to ORS 279.348 to ORS 279.365, these rates have been adopted for use on public works contracts in Oregon.

You are invited to submit any comments, questions or concerns to:

Research Unit
Bureau of Labor and Industries
1400 S.W. 5th Avenue
Portland, Oregon 97201
(503) 229-6655

GENERAL INFORMATION

Information in this section and in the "Commonly Asked Questions" is meant to provide a convenient reference to Oregon's Prevailing Wage Rate Law. It is in no way a complete statement of the laws and rules. If you have specific questions regarding how rates are determined or how the job classes are defined, please contact the Prevailing Wage Rate Analyst at 229-6655 in Portland.

If you have questions about the enforcement of prevailing wage rates, please contact the Wage and Hour Division, at 229-5750 in Portland.

Apprentices and Trainees

Apprentices and trainees may be employed on public works. To qualify as an apprentice or trainee, the worker must be registered in a bonafide apprenticeship or training program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship and Training Agency recognized by BAT. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate; the appropriate percentage shall be determined by the apprenticeship or training committee. All other workers must receive rates as published.

Zone Pay

In certain trades, the basic hourly rate of pay progressively increases based upon the distance between the job site and a designated landmark; this is commonly referred to as zone pay. To determine the hourly wage, find the correct zone based on the number of road miles the job site is from the closest city (based either on distance from city hall or from geographical center of the city, depending on the trade) and add the amount for that zone to the basic hourly rate. Zone pay, unlike travel pay, is the basic hourly wage upon which overtime is computed.

Bid Specifications

The specifications for every public works contract must include the current prevailing wage rates in effect at the time the specifications are first advertised. A statement incorporating the existing rates by reference will not satisfy this requirement (ORS 279.352).

NOTE: If a public agency fails to include the prevailing wage rates in the contract specifications or fails to include in the contract the provision that prevailing wage rates must be paid, the liability for any unpaid prevailing wages could be exclusively that of the agency.

Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. Fringe benefits means the amount for:

- a) medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from an occupational activity, or insurance to provide any of the foregoing;
- b) unemployment benefits, life insurance, disability and sickness insurance or accident insurance;
- c) vacation and holiday pay;
- d) defraying costs of apprenticeship or other similar programs; and
- e) other such bona fide benefits.

NOTE: For the purpose of prevailing wage rates, fringe benefits do not include any benefits which may be required by federal, state or local law (e.g. Workers' Compensation, Unemployment Insurance, etc.).

Fringe benefits may be paid to the worker in cash or to a third party administering a fringe-benefit program. When an hourly rate in excess of the required base prevailing rate is paid, the amount by which the rate is exceeded may be credited toward payment of fringe benefits.

Where the determination of fringe benefits includes a percentage, the percentage refers to the basic hourly rate as determined by the Commissioner of the Bureau of Labor and Industries.

Overtime

Workers employed on a public works job for more than eight hours in a day or 40 hours in a week must be paid overtime for each additional hour so worked (ORS 279.334). Overtime is calculated at no less than one and one-half times the basic hourly rate as determined by the Commissioner of Labor (not including fringe benefits which are paid at the straight rate for every hour worked). Work performed on Saturday, Sunday or legal holidays must also be compensated at time and one-half. In the computation of overtime, travel pay does not need to be included but zone pay differentials do. Legal holidays include the following: 1) New Year's Day on January 1; 2) Memorial Day on the last Monday in May; 3) Independence Day on July 4; 4) Labor Day on the first Monday in September; 5) Thanksgiving Day on the fourth Thursday in November; 6) Christmas Day on December 25.

NOTE: Contractors who are signatory to a collective bargaining agreement may be subject to different overtime requirements (ORS 279.334(3)).

Certification of Payroll

The law requires every contractor and subcontractor to file certain information on wages paid to each worker employed on a public works contract. This statement must completely and accurately reflect payroll records for the work week immediately preceding the submission. A contractor or subcontractor must complete and submit the certified statement contained on Form WH-38 as well as the information required on the weekly payroll side of the form. A copy of Form WH-38 and instructions for completing it are included in the back of this booklet; xeroxed copies may be used for filing.

The schedule for submitting payroll information is as follows: once within 15 days of the date the contractor or subcontractor first began work on the project and once before the final inspection of the project by the public contracting agency; in addition, for projects exceeding 90 days, submissions are to be made at 90 day intervals. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201. The payroll information must be kept by the contractor and or subcontractor for three years.

COMMONLY ASKED QUESTIONS

1) What are "Prevailing Wage Rates?"

A prevailing wage rate is the minimum wage, including fringe benefits to be paid workers employed on contracts for public works. Different rates are established for specific trades and specific geographical areas.

2) Who must be paid "Prevailing Wage Rates?"

All employees of a contractor or subcontractor engaged on a public works project when the total price of the project is \$10,000 or more must receive at least the Prevailing Wage Rate (PWR) for time worked on the project, unless otherwise exempt.

Supervisory and office/clerical employees are not required to be paid the PWR. A person who owns and operates his/her own truck or other hauling equipment on construction projects (Owner/Operator) is not required to be paid the PWR.

3) What about contracts when Federal funds are used?

When more than \$2,000 of federal funds are involved, the contract is usually subject to the provisions of the Davis-Bacon Act, not Oregon statutes. Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (221-3057). However, in the event that federal funds are involved, but the contract is not regulated under Davis-Bacon, Oregon's Prevailing Wage Rates Statutes may apply (ORS 279.348 - 279.365).

COMMONLY ASKED QUESTIONS (Continued)

- 4) I don't have a pension fund. How do I calculate fringe benefits?

Workers must receive at a minimum the sum of the basic hourly rate plus all fringe benefits for each hour worked on a public works contract. Fringe benefits may be paid either to a third party trust account or in cash directly to the worker.

- 5) What if the employees are not paid on an hourly basis?

All workers must receive at least the basic hourly rate of wage and fringe benefits for each hour worked on the project. If an employee is paid other than on an hourly basis, the equivalent hourly rate (for both wages and fringe benefits) must still be at least equal to the rates published.

- 6) How do I classify workers?

Virtually all of the job classifications/trades normally used in the construction industry are represented by the job classifications used in this PWR publication. These classification titles should be used according to common practice. Try to fit your workers into existing classifications. If you have questions about how to classify workers, contact the Prevailing Wage Rate Analyst (229-6655) or the Wage and Hour Division (229-5750).

Laborers who do basic work requiring no specific skills, training or knowledge are generally classified as Group 1 Laborers.

(Note that Landscapers are classified as Laborers and Ornamental Ironworkers are classified as Ironworkers.)

- 7) When are new rates determined? How long are they effective?

Prevailing wage rates are determined once each year by the Commissioner of the Bureau of Labor and Industries. The Commissioner may amend the rates at any time. The rates are usually amended at least once each year. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the contract, with one exception. If during the bidding process the prevailing wage rate changes, the public contracting agency (not the contractor) has the option of amending the bid specifications to reflect such change.

- 8) How do I post Prevailing Wage Rates?

Every contractor or subcontractor employing workers on a public works project is required to post the applicable prevailing wage rates in a conspicuous and accessible place in or about the work-site.

Rates need to be posted for the duration of the job. Contractors and subcontractors who intentionally fail to post the PWR can be made ineligible to receive any public works contract for up to three years.

COMMONLY ASKED QUESTIONS (Continued)

- 9) What can I do about a contractor who is not complying with Oregon's PWR law?

File a complaint with the nearest office of the Oregon Bureau of Labor and Industries or contact the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. 5th Avenue, Portland, Oregon 97201 (229-5750). Other Bureau offices are located in Bend (388-6330), Coos Bay (269-4575), Eugene (686-7623), Medford (776-6013), Pendleton (276-7884) and Salem (373-1463).

- 10) What happens to contractors who do not comply with PWR statutes?

Contractors and subcontractors who pay less than the prevailing wage rates may be liable to the workers affected for the amount found due plus an equal amount as liquidated damages (ORS 279.356).

Contractors and subcontractors who intentionally refuse to pay the prevailing wage rate to workers employed on public works or to post the PWR on the job site may be determined to be ineligible to receive any public works contracts for a period of up to three years (ORS 279.361). Workers employed by the contractor or subcontractors have a right of action against the surety of the prime contractor for any unpaid prevailing wages.

A list is kept of all contractors, subcontractors, and other persons ineligible to receive public works contracts and subcontracts. When a contractor or subcontractor is a corporation, the individual officers and agents of the corporation can be debarred, in addition to the corporation. As a result, individuals who intentionally fail to pay or post the PWR are prevented from simply moving from one corporation to another.

- 11) What records must I keep? For how long?

Contractors and subcontractors are required to keep records necessary for determining if prevailing wage rates were paid. These records must include the Payroll and Certified Statement Form (WH-38) as well as the following: The name and address of each employee; the work classification(s) of each employee; the rate(s) of wages and fringe benefits paid to each employee; the rate(s) of fringe benefit payments made in lieu of those required to be provided to each employee; total daily and weekly compensation paid to each employee; daily and weekly hours worked by each employee; apprenticeship and training agreements; any payroll and other such records pertaining to the employment of employees upon a public works contract.

These need to be kept for a period of three (3) years from the completion of the public work contract. Records relating to public works contracts must be maintained separately from records relating to private projects/contracts.

COMMONLY ASKED QUESTIONS (Continued)

12) How much do I pay apprentices?

To qualify as an apprentice, the worker must be registered in a bona fide apprenticeship program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship Agency recognized by BAT. The apprentice is to receive all fringe benefits and a percentage of the journeyman's wage rate; the appropriate percentage shall be determined by the apprenticeship committee. All other workers receive rates as published.

13) What forms are public agencies required to file with the Bureau of Labor and Industries?

Public agencies are required to prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the agency intends to fund during the subsequent budget period (ORS 279.023(2)). If, after the original filing, the agency plans additional public improvements, a revised list is to be submitted (OAR 839-16-008(2)).

The "Notice of Award of Public Works Contract" is to be filed with the Wage and Hour Division within 30 days of the date when a contract is awarded which requires the payment of prevailing wage rates (i.e., is regulated under ORS 279.348 to 279.365).

Copies of the "Planned Public Improvement Summary" (Form No. WH-118), the "Capital Improvement Project Cost Comparison Estimate" (WH-119), and the "Notice of Award of Public Works Contract" (WH-81) can be found at the back of this booklet.

* Copies of this booklet are available from: *
* *
* Research Unit *
* Bureau of Labor and Industries *
* 1400 S.W. 5th *
* Portland, OR 97201 *
* *
* The first copy is free. Additional copies are available for 75¢ each. *
* *

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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▶ ASBESTOS WORKERS	\$21.27	\$3.78
▶ BOTTLERMAKERS	19.67	4.50
▶ BRICKLAYERS/STONEMASONS		

AREA 1

- WHERE THE COST OF BRICK AND BLOCK MASONRY (LABOR & MATERIAL) IS LESS THAN \$200,000 (THIS RATE NOT APPLICABLE TO FIRE BRICK, REFRACTORY MATERIAL, CLEANING, POINTING, CAULKING OR RESTORATION WORK):

	14.77	3.58
• ALL OTHER WORK	17.37	3.58
AREA 2	16.25	3.88

AREA 1

BAKER	HOOD RIVER	POLK	WALLOWA
CLACKAMAS	MALHEUR (A)	SHERMAN	WASCO (B)
CLATSOP	MARION	TILLAMOCK	WASHINGTON
COLUMBIA	MORROW	UMATILLA	YAMHILL
GILLIAM	MULTNOMAH	UNION	

AREA 2

BENTON	DOUGLAS	JOSEPHINE	LINN
CROOK	GRANT	KLAMATH	MALHEUR (C)
COOS	HARNEY	LAKE	WASCO (D)
CURRY	JACKSON	LANE	WHEELER
DESCHUTES	JEFFERSON	LINCOLN	

- A) NORTH HALF
- B) NORTH OF THE CITY OF MAUPIN
- C) SOUTH HALF
- D) INCLUDING THE CITY OF MAUPIN AND SOUTH THEREOF

▶ CARPENTERS (SEE PAGE 11)

▶ CEMENT MASONS (SEE PAGE 11)

▶ DREDGING

• LEVERMAN-HYDRAULIC	18.52	5.15
• LEVERMAN-DIPPER	19.28	5.15
• ASST. ENGINEER (INCLUDING: WATCH ENGINEER, WELDER, MECHANIC, MACHINIST)	17.93	5.15
• TENDERMAN (BOATMAN, ATTENDING DREDGE PLAN); FIREMAN	17.49	5.15
• ASSISTANT MATE (DECKHAND); OILER	17.11	5.15

▶ DRYWALL/WETWALL

• DRYWALL (ACCOUSTICAL AND DRYWALL APPLICATOR)	15.05	4.02
• WETWALL (LATHER)	14.20	4.87

▶ ELECTRICIANS

AREA 1:

• ELECTRICIANS	15.80	2.25 + 4%
• CABLE SPLICERS	17.38	2.25 + 4%

AREA 2:

• ELECTRICIANS	18.71	3.71 + 3%
• CABLE SPLICERS	19.65	3.71 + 3%

TRADES

BASIC HOURLY RATE
FRINGE BENEFITS

ELECTRICIANS (CONTINUED)

AREA 3:

• ELECTRICIANS	15.50	4.35 + 3%
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AREA 4:

WHERE THE COST OF ELECTRICAL WORK (LABOR AND MATERIAL) IS LESS THAN OR EQUAL TO \$100,000:

• ELECTRICIANS	16.00	2.42 + 3%
• CABLE SPLICER	17.60	2.42 + 3%

WHERE THE COST OF ELECTRICAL WORK (LABOR AND MATERIAL) IS MORE THAN \$100,000:

• ELECTRICIANS	18.00	2.42 + 3%
• CABLE SPLICER	19.80	2.42 + 3%

AREA 5:

• ELECTRICIANS	19.80	3.60 + 3%
• CABLE SPLICERS	20.55	3.60 + 3%

AREA 6:

• ELECTRICIANS	16.25	3.50 + 3%
• CABLE SPLICERS	17.88	3.50 + 3%

AREA 1

AREA 2

AREA 2 (CONT)

AREA 3

MALHEUR	BAKER	UMATILLA	COOS
	GILLIAM	UNION	CURRY
	GRANT	WALLOWA	LINCOLN
	MORROW	WHEELER	DOUGLAS (A)
			LANE (A)

AREA 4

AREA 5

AREA 6

BENTON	CLACKAMAS	HARNEY
CROOK	CLATSOP	JACKSON
DESCHUTES	COLUMBIA	JOSEPHINE
JEFFERSON	HOOD RIVER	KLAMATH
LANE (B)	MULTNOMAH	LAKE
LINN	SHERMAN	DOUGLAS (B)
MARION	TILLAMOOK	
POLK	WASCO	
YAMHILL (C)	WASHINGTON	
	YAMHILL (D)	

- A) THOSE PORTIONS LYING WEST OF A LINE NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY
- B) THAT PORTION LYING EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY
- C) SOUTH HALF
- D) NORTH HALF

▶ ELEVATOR CONSTRUCTORS

AREA 1

• MECHANIC	19.16	3.87 + A
• HELPER	13.41	3.87 + A
• PROBATIONARY HELPER	9.58	-

AREA 2

• MECHANIC	18.50	3.58 + A
• HELPER	12.95	3.58 + A
• PROBATIONARY HELPER	9.25	-

- A) PLUS 10.8% OF BASIC HOURLY RATE FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE; 8.8% OF BASIC HOURLY RATE FOR 6 MONTHS TO 5 YEARS OF SERVICE.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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ELEVATOR CONSTRUCTORS (CONTINUED)

AREA 1	AREA 2
UMATILLA	ALL
WALLOWA	REMAINING
UNION	COUNTIES
BAKER	

GLAZIERS

AREA 1	17.47	2.88
AREA 2	13.76	1.72

AREA 1	AREA 2
ALL COUNTIES EXCEPT MALHEUR	MALHEUR

IRONWORKERS

- STRUCTURAL;
REINFORCING;
ORNAMENTAL;
RIGGERS;
FENCE ERECTORS;
SIGNAL MEN

18.26	5.21
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LABORERS (SEE PAGE 11)

LIMITED ENERGY ELECTRICIANS

MAY ONLY BE USED FOR ELECTRICAL WORK NOT EXCEEDING 100 VA:

AREA 1	9.42	2.26
AREA 2	9.87	1.52
AREA 3	9.37	1.98
AREA 4	9.61	2.12
AREA 5	10.49	2.15
AREA 6	9.47	2.26
AREA 7	9.80	1.76
AREA 8	9.33	2.16
AREA 9	9.84	1.69
AREA 10	9.73	1.58
AREA 11	10.57	1.65
AREA 12	12.68	1.68
AREA 13	10.70	2.02
AREA 14	10.46	1.83

AREA 1	CLATSOP, COLUMBIA, TILLAMOOK
AREA 2	CLACKAMAS, MULTNOMAH, WASHINGTON
AREA 3	MARION, POLK, YAMHILL
AREA 4	BENTON, LINCOLN, LINN
AREA 5	LANE
AREA 6	DOUGLAS
AREA 7	COOS, CURRY
AREA 8	JACKSON, JOSEPHINE
AREA 9	HOOD RIVER, SHERMAN, WASCO
AREA 10	CROOK, DESCHUTES, JEFFERSON
AREA 11	KLAMATH, LAKE
AREA 12	GILLIAM, GRANT, MORROW, UMATILLA, WHEELER
AREA 13	BAKER, UNION, WALLOWA
AREA 14	HARNEY, MALHEUR

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LINE CONSTRUCTION

AREA 1

ZONE 1 (BASE RATE):

• GROUP 1	20.63	3.25+3.5%
• GROUP 2	18.65	3.25+3.5%
• GROUP 3	15.35	3.25+3.5%
• GROUP 4	16.08	2.55+3.5%
• GROUP 5	14.07	2.55+3.5%
• GROUP 6	13.23	2.55+3.5%

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATE)

ZONE 2	2.40
ZONE 3	3.15
ZONE 4	3.90
ZONE 5	5.15

GROUP 3 RECEIVES ZONE 1 RATE ONLY

(NO ZONE DIFFERENTIAL)

AREA 2:

• CABLE SPLICERS	18.06	2.25+3.5%
• JOURNEYMAN LINEMAN	16.42	2.25+3.5%
• LINE EQUIP. MECH. (RIGHT-OF-WAY)	15.55	2.25+3.5%
• LINE EQUIP. OPER.	14.81	2.25+3.5%
• LINE EQUIP. SRVCMAN	14.57	2.25+3.5%
• GROUNDMAN	11.55	2.25+3.5%

AREA 1

ALL COUNTIES EXCEPT MALHEUR COUNTY

ZONE 1: 0 TO 3 MILES FROM THE GEOGRAPHICAL CENTER OF MEDFORD AND PORTLAND

ZONE 2: 0 TO 20 MILES FROM THE GEOGRAPHICAL CENTER OF ASTORIA, BAKER, BURNS, BEND, CORVALLIS, EUGENE, KLAMATH FALLS, LAKEVIEW, LONGVIEW, PENDLETON, SALEM, ROSEBURG, THE DALLES, UMATILLA (NOTE: FOR PORTLAND AND MEDFORD, ZONE 2 IS 3 TO 20 MILES)

ZONE 3: 20 TO 35 MILES RADIUS

ZONE 4: 35 TO 50 MILES RADIUS

ZONE 5: OVER 50 MILES RADIUS

GROUP 1

CABLE SPLICERS
LEADMAN POLE
SPRAYER

GROUP 2

CERTIFIED LINEMAN WELDER
HEAVY LINE EQUIPMENT MAN
LINEMAN
POLE SPRAYER

GROUP 3

TREE TRIMMER

GROUP 4

LINE EQUIPMENT MAN

GROUP 5

HEAD GROUNDMAN
JACKHAMMER MAN
POWDERMAN

GROUP 6

GROUNDMAN

AREA 2

MALHEUR COUNTY

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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▶ MARBLE SETTERS (INCLUDES GRANITE)

AREA 1	18.37	3.58
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AREA 1

BAKER	HOOD RIVER	SHERMAN	WALLOWA
CLACKAMAS	MALHEUR (A)	TILLAMOOK	WASCO (B)
CLATSOP	MORROW	UNION	WASHINGTON
COLUMBIA	MULTNOMAH	UMATILLA	YAMHILL (A)
GILLIAM			

- A) NORTH HALF
B) NORTH OF THE CITY OF MAUPIN

▶ PAINTERS & DRYWALL TAPERS

AREA 1

• PAINTER & DRYWALL TAPERS	12.25	1.78
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AREA 2

• BRUSH	13.21	3.26
• SPRAY	13.71	3.26
• BRIDGES/OVER 50'		
- BRUSH	13.96	3.26
- SPRAY	14.46	3.26
• DRYWALL TAPERS	15.48	4.55

AREA 1

AREA 2

MALHEUR COUNTY	REMAINING COUNTIES
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▶ PLASTERERS

AREA 1	15.30	4.02
AREA 2	16.18	4.01

AREA 1

AREA 1 (CONT) AREA 1 (CONT) AREA 2

BENTON	DESCHUTES	LINCOLN (B)	ALL
COOS	HARNEY	LINN (B)	REMAINING
CROOK	JEFFERSON	WASCO (B)	COUNTIES
CURRY	KLAMATH (A)	WHEELER (B)	
DOUGLAS	LANE		

- A) NORTHERN ONE-THIRD B) SOUTH HALF

▶ PLUMBERS & STEAMFITTERS/PIPEFITTERS

AREA 1 (BOTH)	18.08	4.50
AREA 2 (BOTH)	22.18	4.48
AREA 3 (BOTH)	16.95	3.55
AREA 4 (BOTH)	17.00	3.50
AREA 5 (BOTH)	17.00	3.50
AREA 6 (BOTH)	16.45	4.05
AREA 7 (BOTH)	17.05	3.45

AREA 1

AREA 2

AREA 3

AREA 3 (CONT)

BAKER	GRANT (B)	BENTON (C)	POLK
HARNEY (A)	MORROW	LINCOLN (C)	TILLAMOOK (D)
MALHEUR	UMATILLA	LINN (C)	YAMHILL (D)
	WALLOWA	MARION	
	UNION		

AREA 4

AREA 4 (CONT)

AREA 4 (CONT)

AREA 5

CLACKAMAS	JEFFERSON	WHEELER	COOS
CLATSOP	MULTNOMAH	WASHINGTON	CURRY
COLUMBIA	SHERMAN	TILLAMOOK (C)	DOUGLAS (E)
GILLIAM	WASCO	YAMHILL (C)	LANE (F)
HOOD RIVER			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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PLUMBERS & STEAMFITTERS/PIPEFITTERS (CONTINUED)

AREA 6

AREA 6 (CONT) AREA 7

AREA 8

BENTON (D)	JEFFERSON (D)	KLAMATH (L)	JACKSON
CROOK	KLAMATH (J)	LAKE (L)	JOSEPHINE
DESCHUTES	LAKE (J)		
DOUGLAS (G)	LANE (K)		
GRANT (H)	LINCOLN (D)		
HARNEY (I)	LINN (D)		

- A) EXCEPT NORTHWEST PORTION
B) EXCEPT SOUTHWEST CORNER
C) NORTH HALF
D) SOUTH HALF
E) WEST COAST PORTION
F) CITY OF FLORENCE
G) EXCEPT COAST PORTION
H) SOUTHWEST CORNER
I) NORTHWEST PORTION
J) NORTHERN PORTION
K) EXCEPT THE CITY OF FLORENCE
L) EXCEPT NORTHERN PORTION

▶ POWER EQUIPMENT OPERATORS (SEE PAGE 11)

▶ ROOFERS

AREA 1:

• ROOFERS	14.85	3.70
• HANDLING COAL TAR PITCH	16.34	3.70

AREA 2:

• ROOFERS	14.75	1.72
• APPLICATION OR REMOVAL OF COAL TAR PRODUCTS	16.75	1.72

AREA 3:

• ROOFER	14.15	2.70
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AREA 4:

• ROOFER	14.75	3.10
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AREA 5:

• ROOFERS	16.58	2.55
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AREA 1

AREA 1 (CONT) AREA 2

AREA 2 (CONT)

BAKER	MULTNOMAH	BENTON	KLAMATH
CLACKAMAS	SHERMAN	COOS	LAKE
CLATSOP	TILLAMOOK	CROOK	LANE
COLUMBIA	WASCO	CURRY	LINCOLN
JEFFERSON	WASHINGTON	DESCHUTES	LINN
GILLIAM	WHEELER	DOUGLAS	MARION
GRANT		HARNEY	POLK
HOOD RIVER		JACKSON	YAMHILL
		JOSEPHINE	

AREA 3

AREA 4

AREA 5

MALHEUR	UMATILLA	MORROW
	UNION	
	WALLOWA	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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► SHEETMETAL WORKERS

AREA 1	16.25	4.40
AREA 2	16.40	2.84
AREA 3	17.86	3.85
AREA 4	15.43	2.70
AREA 5	15.73	2.70

AREA 1

BENTON	GILLIAM	LINN	TILLAMOOK
CLACKAMAS	GRANT	MARION	WASCO
CLATSOP	HARNEY	MULTNOMAH	WASHINGTON
COLUMBIA	HOOD RIVER	POLK	WHEELER
CROOK	JEFFERSON	SHERMAN	YAMHILL
DESCHUTES	LINCOLN		

AREA 2 AREA 3 AREA 4 AREA 5

BAKER	MORROW	COOS	DOUGLAS
MALHEUR	UMATILLA	CURRY	KLAMATH
	UNION	LANE (A)	LAKE
	WALLOWA		LANE (B)
			JACKSON
			JOSEPHINE

A) WEST OF COAST RANGE B) EAST OF COAST RANGE

► SOFT FLOOR LAYERS

AREA 1	15.01	2.80 + B
AREA 2	13.66	1.19

B) PLUS 4% BASIC HOURLY RATE FOR EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE. 6% FOR THOSE WITH MORE THAN ONE YEAR.

AREA 1 - ALL COUNTIES EXCEPT MALHEUR COUNTY

AREA 2 - MALHEUR COUNTY

► SPRINKLER FITTERS 19.98 3.55

► TENDERS TO MASON TRADES

TENDERS FOR BRICKLAYERS, TILE SETTERS, MARBLE SETTERS AND TERRAZZO WORKERS; TOPPING FOR CEMENT FINISHERS AND MORTER MIXERS.

• WHERE THE COST OF BRICK AND BLOCK MASONRY WORK (LABOR AND MATERIAL) IS LESS THAN \$200,000 (THIS RATE NOT APPLICABLE TO FIRE BRICK, REFRACTORY MATERIAL, CLEANING, POINTING, CAULKING OR RESTORATION WORK):

12.05	3.65
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• ALL OTHER WORK 14.05 3.65

► TENDERS TO PLASTERERS

• WHERE THE COST OF THE PLASTERING WORK (LABOR AND MATERIAL) IS LESS THAN \$200,000:

12.05	3.65
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• WHERE THE COST OF THE PLASTERING WORK (LABOR AND MATERIAL) IS MORE THAN \$200,000:

13.56	3.65
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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► TILE SETTERS

AREA 1

• WHERE THE COST OF TILE WORK (LABOR AND MATERIALS) IS LESS THAN \$10,000:

15.09	3.55
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• WHERE THE COST OF TILE WORK (LABOR AND MATERIALS) IS MORE THAN \$10,000:

17.09	3.55
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<u>AREA 2</u>	16.05	2.65
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AREA 1 AREA 1 (CONT) AREA 2 AREA 2 (CONT)

BAKER	POLK	BENTON	JOSEPHINE
CLACKAMAS	SHERMAN	COOS	KLAMATH
CLATSOP	TILLAMOOK	CROOK	LAKE
COLUMBIA	UMATILLA	CURRY	LANE
GILLIAM	UNION	DESCHUTES	LINCOLN
HOOD RIVER	WALLOWA	DOUGLAS	LINN
MALHEUR (A)	WASCO (B)	GRANT	MALHEUR (C)
MARION	WASHINGTON	HARNEY	WASCO (D)
MORROW	YAMHILL	JACKSON	WHEELER
MULTNOMAH		JEFFERSON	

A) NORTH HALF C) SOUTH HALF
B) NORTH OF MAUPIN D) MAUPIN AND SOUTH THEREOF

► TILE & TERRAZZO HELPERS

AREA 1

• WHERE THE COST OF TILE WORK (LABOR AND MATERIALS) IS LESS THAN \$10,000:

11.82	2.20
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• WHERE THE COST OF TILE WORK (LABOR AND MATERIALS) IS MORE THAN \$10,000:

13.32	2.20
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AREA 1

BAKER	HOOD RIVER	SHERMAN	WALLOWA
CLACKAMAS	MALHEUR (A)	TILLAMOOK	WASCO (B)
CLATSOP	MORROW	UMATILLA	WASHINGTON
COLUMBIA	MULTNOMAH	UNION	YAMHILL (A)
GILLIAM			

A) NORTH HALF B) NORTH OF MAUPIN

► TRUCK DRIVERS (SEE PAGE 11)

► WELDERS, RIGGERS

RECEIVE RATE FOR CRAFT PERFORMING OPERATION TO WHICH WELDING AND RIGGING ARE INCIDENTAL.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**CARPENTERS, CEMENT MASONS, LABORERS, POWER
EQUIPMENT OPERATORS AND TRUCK DRIVERS**

UNDER THE FOLLOWING CIRCUMSTANCES AN 80% RATE
MAY BE USED FOR THESE FIVE TRADES:

THE 80% RATE APPLIES TO ALL PUBLIC WORKS PROJECTS
OF LESS THAN \$1.0 MILLION. THE 80% RATE ALSO
APPLIES TO PROJECTS UNDER \$1.5 MILLION INVOLVING
THE CONSTRUCTION, RECONSTRUCTION, MAJOR RENOVATION
OR PAINTING OF BUILDINGS, BRIDGES OR DOCKS. (WHEN
THE AMOUNT IS BETWEEN \$1.0 AND \$1.5 MILLION THE
WORK DONE ON A BUILDING, BRIDGE OR DOCK MUST
CONSTITUTE AT LEAST 20% OF THE TOTAL PROJECT PRICE
TO USE 80% RATES.) IN DETERMINING THE \$1.5
MILLION FIGURE, DO NOT INCLUDE THE COST OF
UNDERGROUND UTILITIES (I.E., THE AMOUNT OF THE
CONTRACT DEDICATED TO FACILITIES FOR ELECTRICITY,
WATER, GAS, SEWERAGE INCLUDING STORM WATER, AND
COMMUNICATIONS) WHICH ARE FIVE FEET OR MORE
OUTSIDE OF AND AWAY FROM THE BUILDING, BRIDGE OR
DOCK AND ARE SUBORDINATE AND INCIDENTAL TO THE
MAJOR PURPOSE OF THE PROJECT.

NOTE: IN DETERMINING WHETHER OR NOT THE 80%
RATES ARE APPLICABLE, CONSIDER THE TOTAL
PROJECT COST, AND NOT THE COST OF ANY
INDIVIDUAL CONTRACT (OR SCHEDULE) WITHIN
THAT PROJECT.

ZONE RATES AND DESCRIPTIONS

ZONE DIFFERENTIAL FOR CARPENTERS (GROUPS 1 AND
2 ONLY), LABORERS, POWER EQUIPMENT OPERATORS
AND TRUCK DRIVERS

(ADD TO ZONE 1 RATE)

ZONE 2	.65
ZONE 3	1.15
ZONE 4	1.70
ZONE 5	2.75

ZONE 1: PROJECTS WITHIN 30 MILES OF CITY HALL
IN THE CITIES LISTED BELOW.

ZONE 2: MORE THAN 30 MILES BUT LESS THAN 40
MILES.

ZONE 3: MORE THAN 40 MILES BUT LESS THAN 50
MILES.

ZONE 4: MORE THAN 50 MILES BUT LESS THAN 80
MILES.

ZONE 5: MORE THAN 80 MILES.

CITIES

ALBANY	EUGENE	LONGVIEW	PORTLAND
ASTORIA	GOLDENDALE	MADRAS	PORT ORFORD
BAKER	GRANTS PASS	MEDFORD	REDSPOUT
BEND	HERMISTON	MCMINNVILLE	ROSEBURG
BROOKINGS	HOOD RIVER	NEWPORT	SALEM
BURNS	KLAMATH FALLS	OREGON CITY	THE DALLES
COOS BAY	LAGRANDE	ONTARIO	TILLAMOOK
CORVALLIS	LAKEVIEW	PENDLETON	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS (SEE PRECEDING COLUMN FOR DESCRIPTION OF
WHEN 80% RATES MAY BE USED)

80% 100%

ZONE 1 (BASE RATE):*

• GROUP 1	13.64	17.02	3.67
• GROUP 2	13.76	17.17	3.67
• GROUP 3	13.84	17.27	3.67
• GROUP 4	13.96	17.42	3.67
• GROUP 5	13.72	17.12	3.67
• GROUP 6	13.80	17.22	3.67

*NOTE: ZONE RATES FOR CARPENTER GROUPS 1 AND 2
ARE LISTED IN THE PRECEDING COLUMN.
ZONE RATES FOR CARPENTER GROUPS 3
THROUGH 6 ARE LISTED BELOW.

ZONE DIFFERENTIAL FOR GROUPS 3 THROUGH 6 ONLY
(ADD TO ZONE 1 RATE)

ZONE 2	.85
ZONE 3	1.25
ZONE 4	1.70
ZONE 5	1.95
ZONE 6	2.80

ZONES FOR GROUPS 3, 4, 5 AND 6 CARPENTERS ARE
DETERMINED BY THE DISTANCE BETWEEN THE PROJECT
SITE AND EITHER 1) THE WORKER'S RESIDENCE OR
2) CITY HALL OF A REFERENCE CITY FOR THE
APPROPRIATE GROUP SHOWN BELOW, WHICHEVER IS
CLOSER.

ZONE 1:	0-30 MILES.
ZONE 2:	30-40 MILES.
ZONE 3:	40-50 MILES.
ZONE 4:	50-60 MILES.
ZONE 5:	60-70 MILES.
ZONE 6:	OVER 70 MILES.

CITIES FOR GROUPS 3 AND 4

CORVALLIS	LONGVIEW	NORTH BEND	THE DALLES
EUGENE	MEDFORD	PORTLAND	

CITIES FOR GROUPS 5 AND 6

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

GROUP 1

AUTO. NAILING MACHINE
CARPENTERS
FORM STRIPPER
MANHOLE BUILDERS

GROUP 2

FLOOR LAYERS & FINISHERS
STATIONARY POWER SAW
OPERATORS

GROUP 3

MILLWRIGHTS
MACHINE ERECTORS

GROUP 4

CERTIFIED WELDERS

GROUP 5

BRIDGE, DOCK & WHARF
BUILDERS
PILEDIVERMEN

GROUP 6

BOOM MEN

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CEMENT MASONS¹

	80%	100%	
ZONE 1 (BASE RATE):			
• CEMENT MASONS	12.95	16.19	4.72
• COMPOSITION WORKERS POWER MACH. OPER.	13.21	16.51	4.72

ZONE DIFFERENTIAL FOR CEMENT MASONS (ADD TO ZONE 1 RATE)

ZONE 2	.65
ZONE 3	1.15
ZONE 4	1.70
ZONE 5	2.75

ZONE 1: PROJECTS WITHIN 30 MILES OF CITY HALL
IN THE CITIES LISTED BELOW.

ZONE 2: MORE THAN 30 MILES BUT LESS THAN 400
MILES.

ZONE 3: MORE THAN 40 MILES BUT LESS THAN 50
MILES.

ZONE 4: MORE THAN 50 MILES BUT LESS THAN 80
MILES.

ZONE 5: MORE THAN 80 MILES.

CITIES

ASTORIA	EUGENE	NEWPORT	ROSEBURG
BEND	KLAMATH FALLS	PASCO	SALEM
COOS BAY	LONGVIEW	PENDLETON	THE DALLES
CORVALLIS	MEDFORD	PORTLAND	VANCOUVER

LABORERS¹

	80%	100%	
ZONE 1 (BASE RATE): ²			
• GROUP 1*	10.27	12.84	4.65
• GROUP 2	10.55	13.19	4.65
• GROUP 3	10.79	13.49	4.65
• GROUP 4	10.99	13.74	4.65
• GROUP 5	8.00	8.00	4.65

*GROUP 1 LABORERS WHO
MEET THE FOLLOWING
DESCRIPTION ONLY:

GROUP 1 LABORERS (NOT INVOLVED IN THE
POURING OF CONCRETE) ON PROJECTS OF LESS
THAN \$1.0 MILLION INVOLVING THE
CONSTRUCTION, RECONSTRUCTION, MAJOR
RENOVATION OR PAINTING OF BUILDINGS. (THE
WORK DONE ON A BUILDING MUST CONSTITUTE AT
LEAST 20% OF THE TOTAL PROJECT PRICE TO USE
THIS RATE.) IN DETERMINING THE \$1.0 MILLION
FIGURE, DO NOT INCLUDE THE COST OF
UNDERGROUND UTILITIES (I.E. THE AMOUNT OF
THE CONTRACT DEDICATED TO FACILITIES FOR
ELECTRICITY, WATER, GAS, SEWERAGE INCLUDING
STORM WATER, AND COMMUNICATIONS) WHICH ARE
FIVE FEET OR MORE OUTSIDE OF AND AWAY FROM
THE BUILDING AND ARE SUBORDINATE AND
INCIDENTAL TO THE MAJOR PURPOSE OF THE
PROJECT.

8.76	4.65
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS (CONTINUED)

GROUP 1

ASPHALT PLANT LABORERS	GENERAL LABORER
ASPHALT SPREADERS	GUARDRAIL, MEDIAN
BATCH WEIGHMAN	RAIL (C)
BROOMERS	LEVERMAN OR AGGREGATE
BRUSH BURNERS/CUTTERS	SPREADER (D)
CARPENTER TENDER	MATERIAL YARD MAN (E)
CAR & TRUCK LOADERS	POWDERMAN TENDER
CHANGE HOUSE MAN	RAILROAD TRACK LABORERS
CHOKE SETTER	RIBBON SETTERS (F)
CHIPPER OPERATOR (A)	RIP RAP MAN (HAND
CLEAN-UP LABORERS	PLACED)
CONCRETE LABORERS	ROAD PUMP TENDER
CULVERT (HAND LABOR)	SEWER LABORER
CURING, CONCRETE	SIGNALMAN
DEMOLITION, WRECKING	SKIPMAN
AND MOVING	SLOPERS
DRILLER TENDER	SPRAYMAN
DRY-SHACK MAN	STAKE CHASER
DUMPERS, ROAD OILING	STOCKPILE
CREW	TIMBER FALLER/BUCKER
DUMPMEN FOR GRADING	(HAND LABOR)
CREW	TOOLROOM MAN (JOB SITE)
ELEVATOR FEEDERS	TUNNEL BULL GANG
FINE GRADERS	(ABOVE GROUND)
FORM STRIPPERS (B)	WEIGHT-MAN-CRUSHER (G)

- PITTSBURG OR SIMILAR TYPES
- NOT SWINGING STAGES
- REFERENCE POST, GUIDE POST, OR
RIGHT-OF WAY MARKER
- FLAHERTY, LOADING SPOTTERS OR SIMILAR TYPES
- INCLUDING ELECTRICAL
- INCLUDING STEEL FORMS
- AGGREGATE WHEN USED

GROUP 2

APPLICATORS (A)	GUNITE OR POT TENDER
BRUSH CUTTERS (B)	HANDLERS/MIXERS (F)
BURNERS	POST HOLE DIGGER, AIR,
CHOKER SPlicer	GAS OR ELECTRIC
CLARY POWER SPREADER(C)	POWER TOOL OPERATORS (G)
CLEAN-UP NOZZLEMAN	SAND BLASTING (WET)
GREEN CUTTER (D)	STAKE SETTER
CONCRETE POWER BUGGYMAN	TAMPERS
CRUSHER FEEDER	TUNNEL MUCKERS/BRAKEMAN/
DEMOLITION/WRECKING (E)	CONCRETE CREW/BULL
GRADE CHECKER	GANG (UNDERGROUND)
GRANITE NOZZLEMAN	
TENDER	

- INCLUDING POT TENDER FOR SAME, APPLYING
PROTECTIVE MATERIAL BY HAND OR NOZZLE ON
UTILITY LINES OR STORAGE TANKS ON PROJECT
- POWER SAW
- AND SIMILAR TYPES
- CONCRETE, ROCK, ETC.
- CHARRED MATERIALS
- OF ALL MATERIALS OF AN IRRITATING NATURE
INCLUDING CEMENT AND LIME
- INCLUDES, BUT NOT LIMITED TO: DRY PACK
MACHINE, JACKHAMMER, CHIPPING GUNS, PAVING
BREAKERS, VIBRATORS (LESS THAN 4" DIAMETER)

¹ SEE PAGE 11 FOR DESCRIPTION OF WHEN 80% RATES MAY BE USED
² SEE PAGE 11 FOR ZONE RATES AND DESCRIPTIONS

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS (CONTINUED)

GROUP 3

ASPHALT RAKERS	PUMPCRETE NOZZLEMAN
BIT GRINDER	SAND BLASTING (DRY)
CONCRETE SAW OPERATOR	SEWER PIPE LAYERS
DRILL DOCTOR	SEWER TIMBERMAN
DRILL OPERATORS (A)	TRACK LINERS (E)
GUNITE NOZZLEMAN	TUGGER OPERATOR
HIGH SCALERS,	TUNNEL-CHUCK TENDERS.
STRIPPERS, DRILLERS(B)	NIPPERS, TIMBERMAN
LASER BEAM (C)	VIBRATOR (4" AND LARGER)
MANHOLE BUILDER	WATER BLASTER
POWDERMEN	WELDER
POWER SAW OPERATORS (D)	

- A) AIR TRACKS, CAT DRILLS, WAGON DRILLS, RUBBER-MOUNTED DRILLS, AND OTHER SIMILAR TYPES
- B) COVERS WORK IN SWINGING STAGES, CHAIRS OR BELTS, UNDER EXTREME CONDITIONS UNUSUAL TO NORMAL DRILLING, BLASTING, BARRING-DOWN, OR SLOPING AND STRIPPING
- C) PIPE LAYING, APPLICABLE WHEN EMPLOYEE ASSIGNED TO MOVE, SET UP, ALIGN LASER BEAM.
- D) BUCKING AND FALLING
- E) ANCHOR MACHINES, BALLAST REGULATORS, MULTIPLE TAMPERS, POWER JACKS

GROUP 4

LASER BEAM, (TUNNEL) APPLICABLE WHEN EMPLOYEE ASSIGNED TO MOVE, SET-UP, ALIGN LASER BEAM
TUNNEL MINERS
TUNNEL POWDERMAN

GROUP 5

FENCE BUILDER
FLAGGER
LANDSCAPING OR PLANTING LABORER

POWER EQUIPMENT OPERATORS¹

	80%	100%	
ZONE 1 (BASE RATE): ²			
• GROUP 1	12.71	15.89	4.67
• GROUP 2	12.86	16.07	4.67
• GROUP 3	12.98	16.23	4.67
• GROUP 4	13.14	16.43	4.67
• GROUP 5	13.18	16.47	4.67
• GROUP 6	13.26	16.58	4.67
• GROUP 7	13.32	16.65	4.67
• GROUP 8	13.43	16.79	4.67
• GROUP 9	13.50	16.88	4.67
• GROUP 10	13.57	16.96	4.67
• GROUP 11	13.58	16.98	4.67
• GROUP 12	13.66	17.08	4.67
• GROUP 13	13.74	17.18	4.67
• GROUP 14	13.94	17.42	4.67
• GROUP 15	14.09	17.61	4.67
• GROUP 16	14.29	17.86	4.67
• GROUP 17	14.45	18.06	4.67
• GROUP 18	14.65	18.31	4.67
• GROUP 19	14.79	18.49	4.67

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (CONTINUED)

GROUP 1

ASSISTANT CONVEYOR OPERATOR	PARTSMAN (TOOL ROOM)
BRAKEMAN/SWITCHMAN	PUMP OPERATOR (A)
CRUSHER FEEDERMAN	OILER (B)
DECKHAND	SCAFFOLDING OPERATOR (C)
GUARDRAIL PUNCH OILER	SWITCHMAN

- A) UNDER 4 INCHES
- B) INCLUDING PLANT, CRANE, CRUSHER, GUARDRAIL EQUIPMENT, AND TRENCHING MACHINE
- C) SELF-PROPELLED

GROUP 2

A-FRAME TRUCK OPERATOR (A)	HELICOPTER RADIOMAN (GROUND)
AUGER	OILER (F)
BLADE OPERATOR (B)	ROLLER OPERATOR (G)
BOATMAN	TAR POT FIREMAN (H)
CRANE FIREMAN (C)	TEMPORARY HEATING PLANT OPERATOR
DRILLER TENDER	TRUCK CRANE OILER/ DRIVER (I)
FORK LIFT OR LUMBER STACKER (D)	TUGGER OR COFFIN TYPE
GRADE CHECKER	HOIST OPERATOR
GRADE OILER (E)	WELDER'S TENDER
HEAVY DUTY REPAIRMAN TENDER	

- A) SINGLE DRUM
- B) PULLED TYPE
- C) ALL EQUIPMENT EXCEPT FLOATING
- D) ON JOB SITE
- E) REQUIRED TO CHECK GRADE
- F) INCLUDING COMBINATION GUARDRAIL MACHINES
- G) GRADING OF BASE ROCK (NOT ASPHALT)
- H) INCLUDING POWER AGITATED TYPE
- I) 25 TON CAPACITY AND OVER

GROUP 3

AIR FILTRATION EQUIPMENT	HYDROGRAPHIC SEEDER MACHINE (E)
ASPHALT PLANT FIREMAN	HYDROSTATIC PUMP
BALLAST JACK TAMPER	MIXER BOX OPERATOR (F)
BELL BOY, PHONES, ETC	MOTORMAN
BROOM OPERATOR (A)	PUGMILL OPERATOR (ANY TYPE)
BUCKET ELEVATOR	PUMP OPERATOR (G)
LOADER (B)	ROSS CARRIER OPERATOR (H)
CEMENT HOG	TAMPING MACHINE (I)
COMPRESSOR OPERATOR (C)	TRUCK-MOUNTED ASPHALT SPREADER (WITH SCREED)
CONCRETE SAW AND CONCRETE CURING MACHINE (D)	WELDING MACHINE OPERATOR
CONVEYOR OPERATOR	WIRE MAT OR BROOMING MACHINE
HYDRAULIC PIPE PRESS	

- A) SELF-PROPELLED ON JOB SITE
- B) BARBER GREENE AND SIMILAR TYPE
- C) ANY POWER, UNDER 1250 CUBIC FEET TOTAL CAPACITY
- D) RIDING TYPE
- E) STRAW, PULP OR SEED
- F) C.T.B. DRYBATCH, ETC.
- G) ANY POWER, 4 INCHES AND OVER
- H) ON JOB SITE
- I) MECHANICAL SELF-PROPELLED

¹ SEE PAGE 11 FOR DESCRIPTION OF WHEN 80% RATES MAY BE USED
² SEE PAGE 11 FOR ZONE RATES AND DESCRIPTIONS

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (CONTINUED)</u>			<u>POWER EQUIPMENT OPERATORS (CONTINUED)</u>		
<u>GROUP 4</u>			<u>GROUP 7</u>		
COMBINATION MIXER & COMPRESSOR (A)		HELICOPTER HOIST OPERATOR	A-FRAME TRUCK (A)		GROUTING MACHINE
COMPACTOR, INCLUDING VIBRATORY		HYDRA HAMMER OR SIMILAR TYPES	BALLAST REGULATOR		HYDRAULIC BACKHOE (E)
COMPRESSOR (ANY POWER (B))		LOCOMOTIVE, UNDER 40 TONS	BALLAST TAMPER (B)		LOCOMOTIVE, 40 TONS & OVER
CONCRETE MIXER OPERATOR (C)		LULL HI-LIFT OPERATOR (D)	BELTCRETE		POT RAMMER
FLOATING EQUIPMENT FIREMAN		PAVEMENT BREAKER	BOOM TRUCK		PUMPCRETE OPERATOR (ANY TYPE)
FORK LIFT, OVER 5 TON		PUMP OPERATOR (E)	CHURN DRILL / EARTH BORING MACHINE		ROLLER (ANY ASPHALT MIX)
		ROLLER OPERATOR, OILING C.T.B.	CONCRETE MIXER (C)		SHUTTLE CAR
		SCREED OPERATOR	CONCRETE PUMP		TIE SPACER
		SERVICE OILER (GREASER)	ELEVATING GRADER (D)		TOWER MOBILE OPERATOR
			FULLER-KENYON AND SIMILAR		TRACK LINER
A) GUNNITE WORK					
B) OVER 1,250 CU. FT. TOTAL CAPACITY			A) DOUBLE DRUM		
C) SINGLE DRUM, UNDER FIVE BAG CAPACITY			B) MULTIPLE PURPOSE		
D) OR SIMILAR TYPE			C) SINGLE DRUM, FIVE BAG CAPACITY AND OVER		
E) MORE THAN 5 (ANY SIZE)			D) TRACTOR TOWED REQUIRING OPERATOR OR GRADER		
			E) WHEEL TYPE 3/8 CU. YDS. AND UNDER WITH OR WITHOUT FRONT END ATTACHMENT 2 1/2 CU. YDS. AND UNDER (FORD, JOHN DERRE, CASE TYPE)		
<u>GROUP 5</u>			<u>GROUP 8</u>		
CHIP SPREADING MACHINE OPERATOR		PULVA MIXER OR SIMILAR TYPES	ASPHALT PAVER OPERATOR		DIESEL-ELECTRIC ENGINEER (C)
CONCRETE BATCH PLANT QUALITY CONTROL OPERATOR		SLIP FORM PUMPS, POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR CONCRETE FORMS	BATCH PLANT AND/OR WET-MIX (A)		GENERATOR OPERATOR
ELEVATOR OPERATOR		SWEeper, WAYNE TYPE (B)	BELT LOADER (B)		
EXTRUSION MACHINE		TRACTOR (C)			
HOIST, SINGLE DRUM		TRENCHING MACHINE (D)	A) ONE AND TWO DRUM		
LIME SPREADING (A)		WAGNER PACTOR (E)	B) KOLMAN AND KO CAL TYPES		
POWER JUMBO, SETTING SLIP FORMS, ETC. IN TUNNELS.			C) PLANT, CRUSHER, GENERATOR, FLOATING		
A) ON JOB SITE					
B) SELF-PROPELLED ON JOB SITE			<u>GROUP 9</u>		
C) RUBBER-TIRED 50 H.P. FLYWHEEL AND UNDER			ASPHALT PLANT OPERATOR		GUARDRAIL PUNCH AND AUGER (D)
D) MAXIMUM DIGGING CAPACITY 3 FT. DEPTH			BOLT-THREADING MACHINE		H.D. MECHANIC AND WELDER
E) OR SIMILAR TYPE WITHOUT BLADE			BOOM-TYPE LIFTING DEVICE (A)		HAMMER OPERATOR
			BORING MACHINE		HYDRAULIC BACKHOE (E)
<u>GROUP 6</u>			BULLDOZER		LIFT SLAB MACHINE
ASPHALT BURNER AND RECONDITIONER		CONCRETE SPREADER	CHERRY PICKER (A)(B)		LOADER (F)
CAST-IN PLACE PIPE LAYING MACHINE		CURB MACHINE (B)	CHICAGO BOOM (C)		MACHINE TOOL OPERATOR
CONCRETE FINISHING MACHINE		LOADERS (C)	COMPACTOR WITH BLADE		PIPE CLEANING, DOPING, BENDING AND WRAPPING MACHINES
CONCRETE JOINT MACHINE		MAGINNIS INTERNAL FULL SLAB VIBRATOR	CONCRETE COOLING MACHINE		SIDE-BOOM CAT
CONCRETE PAVING MACHINE		PAVEMENT GRINDER AND/OR GROOVING MACHINE (D)	CRUSHER PLANT OPERATOR		STATIONARY DRAG SCRAPER
CONCRETE PLANER		ROCK SPREADERS (E)	DRILL CAT OPERATOR		SURFACE HEATER AND PLANER
			DRILL DOCTOR		TRACTOR (G)
A) CLARY, JOHNSON, BIDWELL, BURGESS, BRIDGES DECK OR SIMILAR TYPE			DRILL DOCTOR (BIT GRINDER)		TRACTOR (H)
B) MECHANICAL BERM, CURB AND/OR GUTTER			GRIZZLY CRUSHER		TRENCH MACHINE (I)
C) RUBBER-TIRED TYPE, 2 1/2 CU. YDS. AND UNDER					
D) RIDING TYPE			A) 5 TON CAPACITY OR LESS		
E) SELF-PROPELLED			B) OR SIMILAR TYPE CRANE-HOIST		
			C) AND SIMILAR TYPES		
			D) ALL TYPES		
			E) TRACK TYPE 3/8 CU. YDS.		
			F) FRONT END AND OVERHEAD, 2 1/2 CU. YDS. AND UNDER 4 CU. YDS.		
			G) WITH BOOM ATTACHMENTS		
			H) RUBBER-TIRED OVER 50 H.P. FLYWHEEL		
			I) MAXIMUM DIGGING CAPACITY OVER 3 FT. DEPTH		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (CONTINUED)</u>		
<u>GROUP 10</u>		
BARGE OPERATOR. SELF-LOADING BULLDOZER (A) CABLE PLOW (ANY TYPE) COMBINATION H.D. MECHANIC-WELDER (B)	COMPACTOR, MULTI-ENGINE DOZERS AND PUSHERS (C) DRILLER (D) JACK OPERATOR/ELEVATING BARGES	
A) TWIN ENGINE (TC 12 AND SIMILAR) B) WITH DISPATCHER AND/OR REQUIRED TO DO BOTH C) RUBBER-TIRED (MICHIGAN, CAT, HOUGH TYPE) D) PERCUSSION, DIAMOND, CORE, CABLE, ROTARY AND SIMILAR TYPE		
<u>GROUP 11</u>		
CLAMSHELL, HOE, ETC. (A) COMBINATION GUARDRAIL MACHINES (B) CONCRETE BREAKER CRANE OPERATOR (C)	DRAGLINE GRADE-ALLS (A) MIXER MOBILE MUCKING MACHINE (TUNNEL) SHOVEL	
A) UNDER 1 CU. YD. B) I.E.. PUNCH, AUGER, ETC. C) 25 TONS AND UNDER		
<u>GROUP 12</u>		
BATCH PLANT AND/OR WET MIX (A) BLADE MOUNTED SPREADERS (B) BLADE OPERATOR ELEVATING LOADER (C) HOIST, TWO OR MORE DRUMS	PADDLE WHEEL, AUGER TYPE PILEDRIIVER (NOT CRANE TYPE) REINFORCED TANK BANDING MACHINE (K-17 OR SIMILAR) RUBBER-TIRED SCRAPER (D) SHIELD OPERATOR SINGLE SCRAPER (E)	
A) 3 UNITS OR MORE B) ULRICH AND SIMILAR TYPES C) ATHEY AND SIMILAR D) SINGLE AND TWIN ENGINE E) WITH PUSH-PULL ATTACHMENTS, SELF LOADER		
<u>GROUP 13</u>		
BACK FILLING MACHINE BLADE (A) BLADE, MULTI-ENGINE BLADE OPERATOR, FINISH BRIDGE CRANE OPERATOR (B) CABLEWAY OPERATOR (C) CONCRETE PAVING ROAD MIXER CRANE (D)	DERRICK, UNDER 100 TONS ELEVATING GRADER (E) FLOATING CLAMSHELL, ETC. (F) FLOATING CRANE (G) GRADE-ALL, 1 CU. YD. AND OVER HOIST (H) PILEDRIIVER OPERATOR SHOVEL, ETC (I)	
A) EXTERNALLY CONTROLLED BY ELECTRONIC, MECHANICAL HYDRAULIC MANES B) LOCOMOTIVE CRANE, GANTRY AND OVERHEAD C) 25 TON AND OVER D) OVER 25 TON AND INCLUDING 40 TONS E) OPERATED BY TRACTOR OPERATOR, SIERRA, ECULID, OR SIMILAR F) UNDER 3 CU. YDS. G) DERRICK BARGE, LESS THAN 30 TON H) STIFF LEG, GUY DERRICK, OR SIMILAR, 50 TONS AND OVER I) 1 CU. YD. AND LESS THAN 3 CU. YDS.		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (CONTINUED)</u>		
<u>GROUP 14</u>		
RUBBER-TIRED SCRAPER (A) TOWER CRANE OPERATOR		
A) WITH TANDEM SCRAPERS, SELF-LOADING, PADDLE WHEEL, AUGER TYPE, FINISH AND/OR 2 OR MORE UNITS		
<u>GROUP 15</u>		
LOADER, 4 CU. YDS., BUT LESS THAN 6 CU. YDS. ROCK HOUND OPERATOR		
<u>GROUP 16</u>		
AUTOGRADER OR "TRIMMER" AUTOMATIC CONCRETE SLIP FORM PAVER CABLEWAY (A) CONCRETE CANAL LINE CRANE (B) FLOATING CLAMSHELL, ETC., 3 CU. YDS. AND OVER	FLOATING CRANE (DERRICK BARGE) (C) LOADER (D) RUBBER-TIRED SCRAPER (E) SHOVEL (F) TANDEM BULLDOZER (G) WHEEL EXCAVATOR (H) WHIRLEY, 80 TON AND UNDER	
A) 25 TONS AND OVER B) OVER 40 TON AND INCLUDING 100 TON C) 30 TON BUT LESS THAN 80 TON D) 6 CU. YDS., BUT LESS THAN 12 CU. YDS. E) WITH TANDEM SCRAPERS, MULTI-ENGINE F) 3 CU. YDS., BUT LESS THAN 5 CU. YDS. G) QUAD-NINE AND SIMILAR H) UNDER 750 CU. YDS. PER HOUR		
<u>GROUP 17</u>		
CANAL TRIMMER CRANE (A) FLOATING CRANE (B)	LOADER (C) SHOVEL, ETC. (D) WHIRLEY (E)	
A) OVER 100 TON AND INCLUDING 200 TON B) DERRICK BARGE, 80 TON, BUT LESS THAN 150 TON C) 12 CU. YDS. AND OVER D) 5 CU. YDS. AND OVER E) OVER 80 TON AND INCLUDING 150 TON		
<u>GROUP 18</u>		
BAND WAGONS (A) CRANE (B) FLOATING CRANE (C)	WHEEL EXCAVATOR (D) WHIRLEY (E)	
A) IN CONJUNCTION WITH WHEEL EXCAVATOR B) OVER 200 TON C) 150 TON BUT LESS THAN 250 TON D) OVER 200 TON E) 150 TON AND OVER		
<u>GROUP 19</u>		
FLOATING CRANE (A) HELICOPTER (B)	REMOTE CONTROLLED EARTH MOVING EQUIPMENT UNDER WATER EQUIPMENT (C)	
A) 250 TON AND OVER B) WHEN USED IN ERECTING WORK C) REMOTE OR OTHERWISE		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRUCK DRIVERS¹

	80%	100%	
ZONE 1 (BASE RATE): ²			
• GROUP 1	12.19	15.23	4.70
• GROUP 2	12.23	15.28	4.70
• GROUP 3	12.27	15.33	4.70
• GROUP 4	12.31	15.38	4.70
• GROUP 5	12.35	15.43	4.70
• GROUP 6	12.43	15.53	4.70
• GROUP 7	12.51	15.63	4.70
• GROUP 8	12.59	15.73	4.70
• GROUP 9	12.67	15.83	4.70
• GROUP 10	12.81	16.00	4.70
• GROUP 11	12.89	16.10	4.70
• GROUP 12	12.97	16.20	4.70
• GROUP 13	13.05	16.30	4.70
• GROUP 14	13.13	16.40	4.70

WORK

GROUP

A-FRAME OR HYDRA-LIFT TRUCK W/LOAD BEARING SURFACE.	2
BATTERY REBUILDER	1
BUS OR MAN-HAUL DRIVER.	1
CONCRETE BUGGIES (POWER OPERATED)	1
DRIVERS AND HELPERS HANDLING SACKED CEMENT--ADD 15¢ PER HOUR	
DUMP TRUCKS, SIDE, END AND BOTTOM DUMPS, INCLUDING SEMI-TRUCKS AND TRAINS OR COMBINATIONS THEREOF:	
6 CU. YDS. AND UNDER	1
OVER 6 CU. YDS. AND INC. 10 CU. YDS.	3
OVER 10 CU. YDS. AND INC. 20 CU. YDS.	6
OVER 20 CU. YDS. AND INC. 30 CU. YDS.	7
OVER 30 CU. YDS. AND INC. 40 CU. YDS.	8
OVER 40 CU. YDS. AND INC. 50 CU. YDS.	9
OVER 50 CU. YDS. AND INC. 60 CU. YDS.	10
OVER 60 CU. YDS. AND INC. 70 CU. YDS.	11
OVER 70 CU. YDS. AND INC. 80 CU. YDS.	12
OVER 80 CU. YDS. AND INC. 90 CU. YDS.	13
OVER 90 CU. YDS. AND INC. 100 CU. YDS.	14
DUMPSTERS OR SIMILAR EQUIPMENT--ALL SIZES	5
FLAHERTY SPREADER DRIVER OR LEVERMAN.	4
LIFT JITNEYS, FORK LIFTS--ALL SIZES--USED IN LOADING, UNLOADING & TRANSPORTING MATERIAL ON JOB SITE.	1
LOADER AND/OR LEVERMAN ON CONCRETE DRY BATCH PLANT, MANUALLY OPERATED.	1
LOW BED EQUIPMENT, FLAT BED SEMI- TRUCK AND TRAILER OR DOUBLES TRANS- PORTING EQUIPMENT OR WET OR DRY MATERIALS	4
LUBRICATION MAN, FUEL TRUCK DRIVER, DRIVER, TIREMAN, WASH RACK, STEAM CLEANER OR COMBINATION.	2

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
--------	-------------------------	--------------------

TRUCK DRIVERS (CONTINUED)

LUMBER CARRIER, DRIVER-STRADDLE CARRIER--USED IN LOADING, UNLOADING AND TRANSPORTATION OF MATERIAL ON JOB SITE.	4
OIL DISTRIBUTOR DRIVER OR LEVERMAN.	4
PILOT CAR	1
SLURRY TRUCK DRIVER OR LEVERMAN	3
SOLO FLAT BED AND MISC. BODY TRUCKS-- 0-10 TONS	1
TRANSIT MIX AND WET OR DRY MIX TRUCKS:	
5 CU. YDS. AND UNDER	1
OVER 5 CU. YDS. AND INC. 7 CU. YDS.	5
OVER 7 CU. YDS. AND INC. 9 CU. YDS.	6
OVER 9 CU. YDS. AND INC. 11 CU. YDS.	7
OVER 11 CU. YDS. AND INC. 13 CU. YDS.	8
OVER 13 CU. YDS. AND INC. 15 CU. YDS.	9
TEAM DRIVERS.	2
TIREMAN, FULL-TIME BASIS.	3
TRUCK HELPER.	1
TRUCK MECHANIC--WELDER--BODY REPAIRMAN.	6
TRUCK MECHANIC HELPER	1
WATER WAGONS (RATED CAPACITY) UP TO:	
1600 GALLONS	1
1600 TO 3000 GALLONS	3
3000 TO 5000 GALLONS	4
5000 TO 7000 GALLONS	6
7000 TO 10,000 GALLONS	7
10,000 TO 15,000 GALLONS	8
WINCH TRUCK--TAKES CLASSIFICATION OF TRUCK ON WHICH WINCH IS MOUNTED	

¹ SEE PAGE 11 FOR DESCRIPTION OF WHEN 80% RATES MAY BE USED.
² SEE PAGE 11 FOR ZONE RATES AND DESCRIPTIONS.

PAYROLL
(For Contractor or Subcontractor's Use; See Instruction, Form WH-38A (3/84))

Payroll and Certified Statement
Form - For Use in Complying
with ORS 279.354

[illegible]

CERTIFIED STATEMENT

1. (Name or signatory party), (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor, subcontractor or surety) on the (Building or work)

_____; that during the payroll commencing on the _____ day of _____, 19____, and ending the _____ day of _____

_____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(Contractor, subcontractor or surety)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

FORM WH-38 (3/84)

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each worker listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each worker listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXEMPTIONS

[illegible]

I have read this certified statement, know the contents thereof and it is true to my knowledge.

NAME AND TITLE	ADDRESS	TELEPHONE	DATE
Mr. J. Edgar Hoover	Washington, D. C.		
Mr. Clegg			
Mr. Glavin			
Mr. Ladd			
Mr. Nichols			
Mr. Rosen			
Mr. Tracy			
Mr. Carson			
Mr. Egan			
Mr. Gurnea			
Mr. Hendon			
Mr. Pennington			
Mr. Quinn			
Mr. Nease			
Mr. Gandy			

SIGNATURE

	Contractor
--	------------

Subcontractor

Surety

File this form with the contracting agency and send a true copy to the Bureau of Labor and Industries, 1400 SW Fifth Ave., Portland, OR 97201

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL AND CERTIFIED STATEMENT FORM, WH-38 (Rev 3/84)

General: This form meets needs resulting from the 1983 amendments to the Prevailing Wage Rate Law. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Bureau of Labor and Industries, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This form provides for the contractor's showing of the payroll and all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the certified statement that he/she is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the form follow:

Fill in all boxes at top of form. Be sure to enter the date the contract was first advertised for bid by the contracting agency. This date should appear on the bid documents.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls unless the address changes. Although not required, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Include group number when appropriate. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and hours worked on legal holidays as defined in ORS 279.334.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$12.50/2.35. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one half the basic or regular rate paid is required for overtime under ORS 279.334. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS -- Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Commissioner of the Bureau of Labor and Industries shall continue to show on the payroll the basic cash hourly rate and overtime rate paid to employees. Such a contractor shall check paragraph 4(a) of the Certified Statement to indicate that he/she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the Certified Statement to indicate that he/she is paying fringe benefits in cash directly to employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he/she is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on the project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the project and then the gross amount earned on all projects, thus \$63.00/120.00.

Column 8 - Deductions: Four columns are provided for showing deductions made. If more than four deductions should be involved, use first 3 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of ORS 652.610. If the employee worked on other jobs in addition to this project, show actual deductions from gross wage, but indicate that deductions are based on gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Certified Statement Required by ORS 279.354: While this form need not be notarized, the Certified Statement is subject to the penalties provided by ORS 279.990. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the Statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the Statement.



BUREAU OF LABOR AND INDUSTRIES

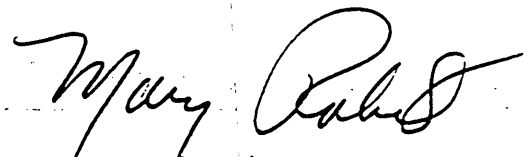
Mary Roberts, Commissioner

Amendment to the Prevailing Wage Rates for Public Works in Oregon

The January 1, 1987 Prevailing Wage Rate publication is amended effective April 1, 1987 as follows:

<u>TRADES</u>	<u>BASIC HOURLY RATE</u>	<u>FRINGE BENEFITS</u>
Asbestos Workers	15.00	3.78
Electricians - Area 3	16.00	4.35 + 3%

If you have any questions regarding these changes, call the Prevailing Wage Rate Analyst in Portland at 229-6655.


Mary Wendy Roberts
Commissioner

PORTLAND
1400 SW 5th Avenue
Portland, Oregon 97201

MEDFORD
700 E. Main
Medford, Oregon 97504

SALEM
3865 Wolverine St. NE; E-1
Salem, Oregon 97310

COOS BAY
320 Central Ave., Suite 510
Coos Bay, Oregon 97420

BEND
1230 NE Third, Suite A244
Bend, Oregon 97701

EUGENE
165 E. 7th Street, Suite 220
Eugene, Oregon 97401

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

BUREAU OF LABOR AND INDUSTRIES
RESEARCH UNIT, ROOM 309
1400 S.W. FIFTH AVENUE
PORTLAND, OREGON 97201

ADDRESS CORRECTION REQUESTED

BULK RATE
U.S. POSTAGE
PAID
Portland, Oregon
Permit No. 458

STANDARD DRAWINGS
VICINITY MAPS
TABLE OF STREETS

1987 ASPHALT OVERLAY PROJECT

CITY OF NEWBERG, OREGON

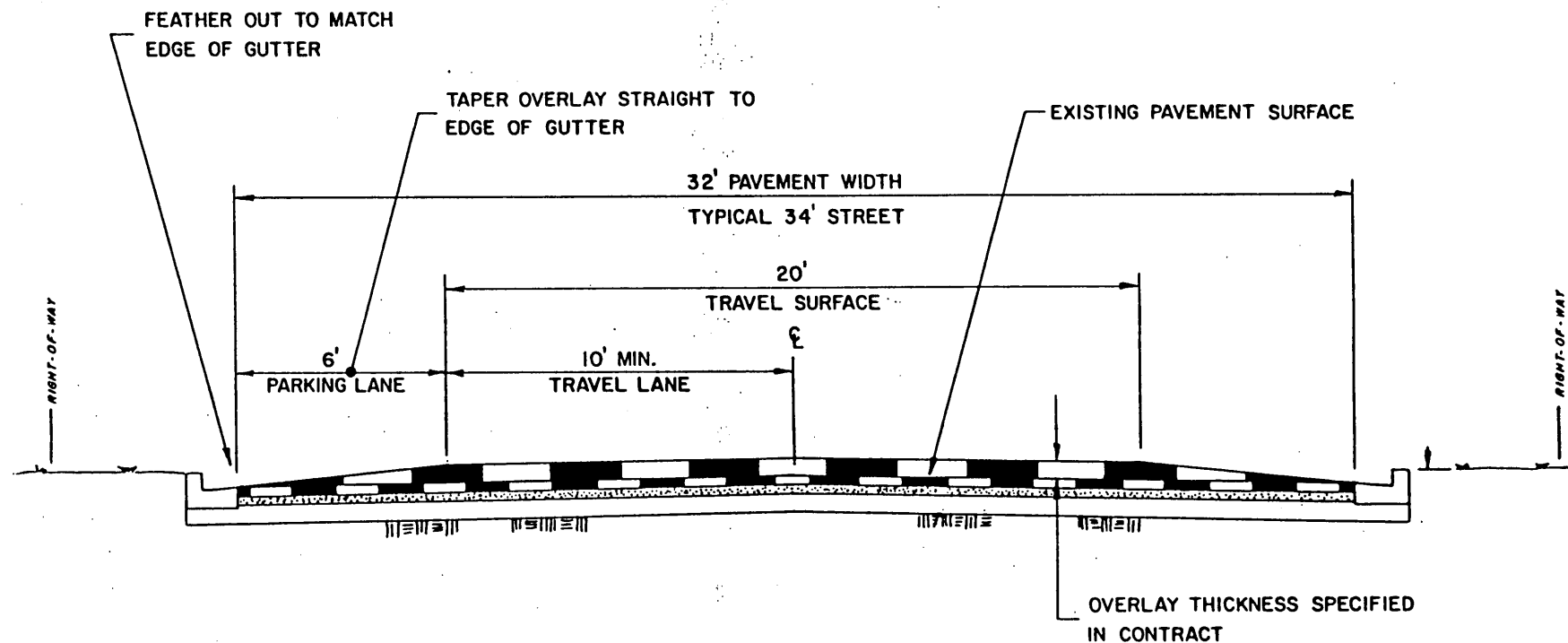
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO.

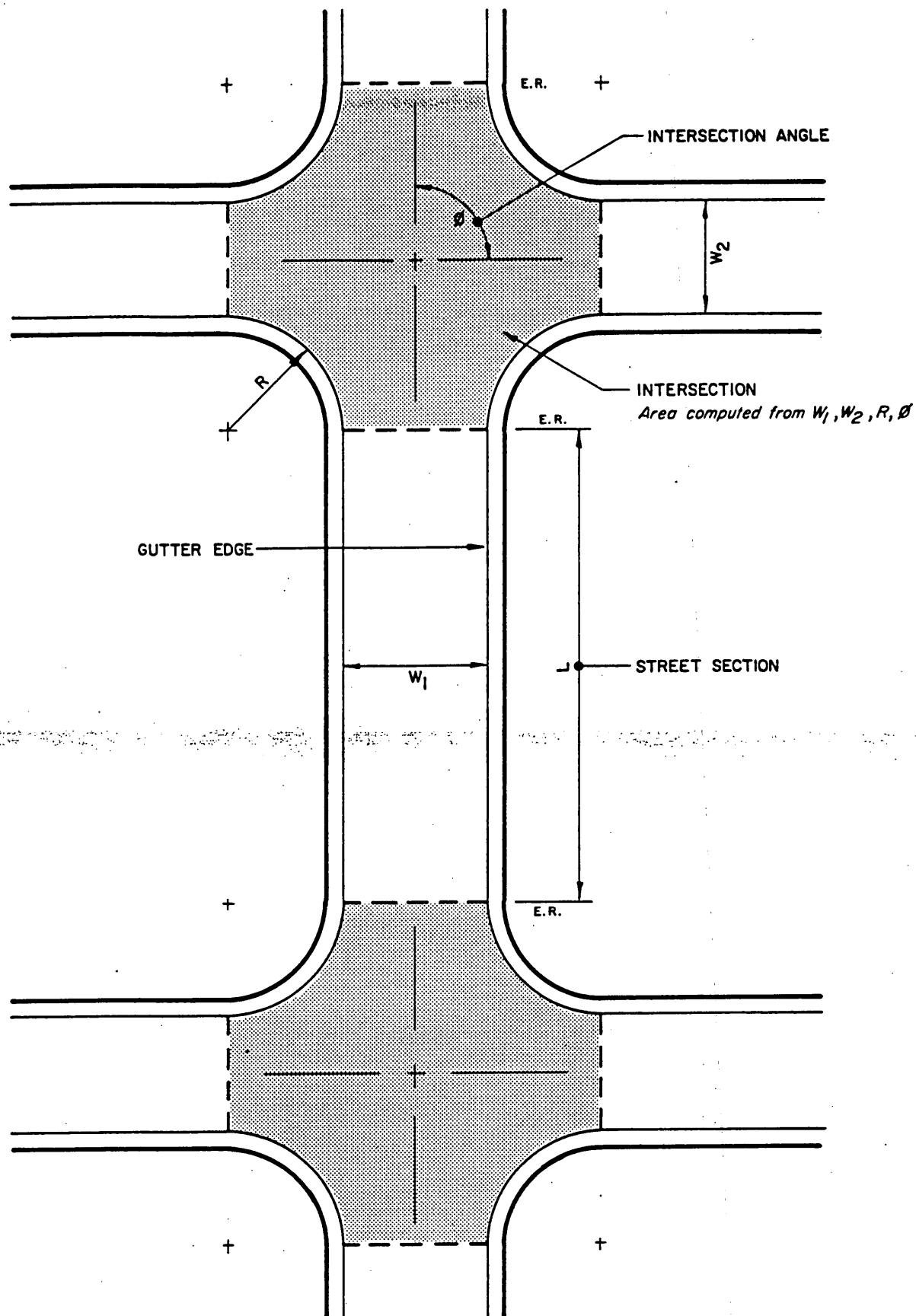
REVISIONS

ASPHALT OVERLAY TYPICAL SECTION



NOTES

1. Overlay pattern for different width streets will be determined by engineer.
2. Offset paving panels 6" min. from joints of existing pavement.



ASPHALT OVERLAY / SEAL COAT LIMITS

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO.

REVISIONS

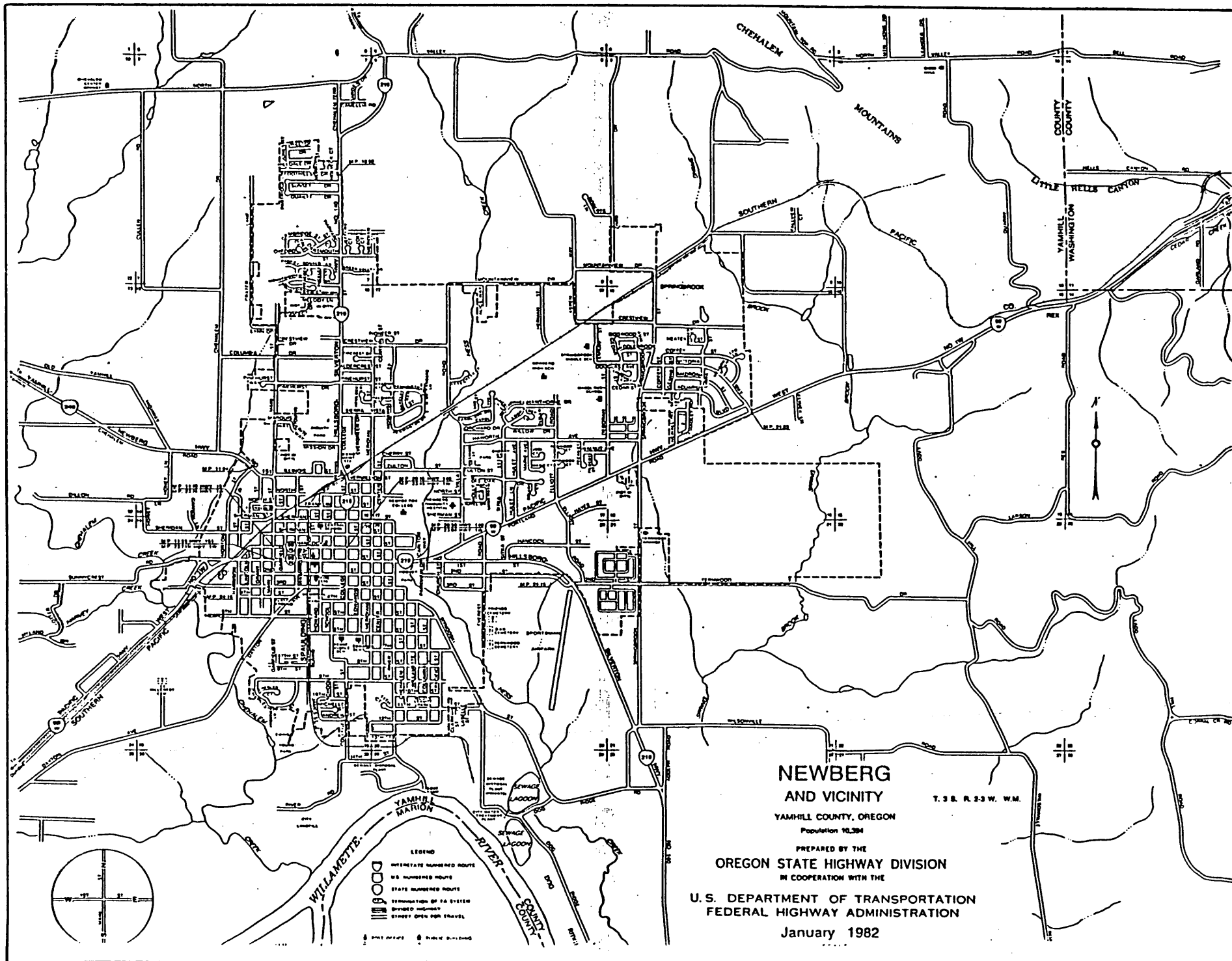


TABLE OF STREETS
1987 ASPHALT OVERLAY PROJECT

INCLUDE INT?	FROM	STREET	TO	INCLUDE INT.?	W. x L. (APPROX.)	AREA (SQ. YD.)
<u>1" CLASS "D"</u>						
No	Hancock	Meridian	First	No	34 x 230	860
Yes	Main	Illinois	College	No	40 x 1630	7280
No	Meridian	Fulton	Villa	No	32 x 2020	7180
No	Sherman	Meridian	Railroad	--	34 x 1470	5560
Yes	Pinehurst	Meridian	Crestview	No	32 x 890	3270
No	First	Edwards	Second	No	33 x 230	840
No	Chehalem	Sixth	Willamette	No	31 x 210	710
No	Hancock	Washington	Illinois	No	32 x 1610	5260
No	Hancock	School	Sheridan	No	22 x 250	620
No	Main	Fifth	Blaine	No	24 x 730	1940
No	Hancock	Garfield	Sheridan	No	22 x 240	580
No	Hancock	Garfield	First	No	32 x 240	850
--	Cul-de-sac	Sherman	--	--	--	500
No	Hancock	School	First	No	33 x 240	870
Total					<u>L = 9990'</u>	<u>36320</u>
<u>2" CLASS "C"</u>						
Yes	Fifth	Dayton	City Limits	--	32 x 1160	4350
No	Villa	Sherman	Cul-de-sac	No	30 x 510	1600
No	Hwy. 99W	Third	Railroad	--	32 x 130	460
No	River	Eleventh	Pacific	Yes	31 x 1050	4030
No	First	Morton	Sheridan	Yes	33 x 620	2280
Total					<u>L = 3470'</u>	<u>12720</u>

