

Org + Safe
alt + working
copy

C i t y o f N e w b e r g
Engineering Department

TEL 503-537-1214
FAX 537-1272

719 E. First St.
Newberg, OR 97132

T R A N S M I T T A L

To: Duane Cole, City Manager
Terry Mahr, City Attorney

Date: Sept 2, 1994

Attn:

Ref: 1994 Asphalt Slurry
Seal Project

=====

QTY	DESCRIPTION
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3	Sets of Contract Documents, original + 2 copies including Insurance Certificates
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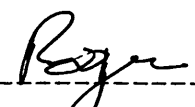
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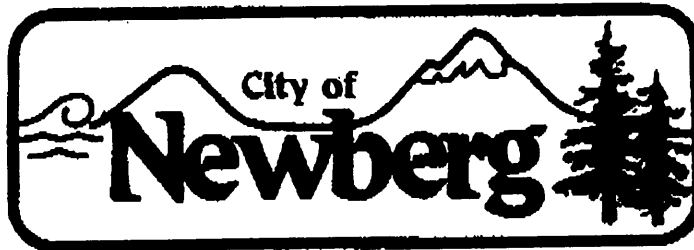
For Approval	<input checked="" type="checkbox"/> For Your Signature
For Your Information and Use	Approved as Submitted
As Requested	Approved as Noted
For Review and Comment	Returned for Corrections

Remarks:

Forwarded for your signatures on Page 8. Original and one copy are for Legal Department files; please return one copy to Engineering Dept.

Signed: _____


Roger M. Pyles



City Manager
 (503) 538-9421
 City Attorney
 (503) 537-1208

414 E. First St.
 Newberg, Oregon 97132
 City FAX
 (503) 538-5393

**ADDENDUM NO. 1
 1994 ASPHALT SLURRY SEAL PROJECT
 AUGUST 9, 1994**

This addendum forms a part of the Contract Documents. It modifies the original bidding documents.

Item #1.

Clarification:

(Referring to Section 6.09, Technical Provisions). Measurement will be by linear centerline foot of street. This is the length of each street that will receive Slurry Seal. The measurement is NOT of the length of cracks.

Bidders shall acknowledge on Page 5 of the Contract Documents that they have received this addendum by writing in addendum number and date received.

A handwritten signature in cursive script that reads "Larry Anderson".

Larry Anderson
 Engineering Manager

Building: 537-1240 • Community Development: 537-1210 • Finance: 537-1201 • Fire: 538-7441
 Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1214 • Utilities: 537-1205

"Working Together For A Better Community--Serious About Service"

CONTRACT DOCUMENTS AND
SPECIFICATIONS

1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director

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ADVERTISEMENT FOR BIDS

1994 Slurry Seal Project

Sealed bids for the construction of the **1994 Slurry Seal Project** in the City of Newberg, Oregon addressed to the Community Development Director, 719 E. First St., Newberg, Oregon 97132, will be received by Greg Scoles, Community Development Director, until **2:00 p.m.** prevailing time on the **11th of August, 1994** 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 90,800 SY of Type 3 Slurry Seal. Included is 26,700 LF of crack sealing; 500 SY of asphalt pavement repairs; 200 LF of concrete curb and gutter; 250 Tons of Class D pre-leveling asphalt.

Plans and Specifications may be obtained at the office of the Community Development Director, 719 E. First St., Newberg, Oregon 97132.

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 **10th day of August, 1994.**

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. 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 of Newberg reserves the right to reject any or all bids, to waive formalities, and to accept the bid which is in the best interest of the City. No bidder may withdraw his bid for a period of thirty (30) calendar days after the date set for opening.

Greg Scoles
Community Development Director

Advertisement Schedule:

Newberg Graphic - Wed July 20
Daily Journal of Commerce - Tues July 19, Fri July 22

CONTRACT DOCUMENTS

BID

PLACE: CITY OF NEWBERG, OREGON

PROJECT: 1994 SLURRY SEAL 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 Community Development Director.

The Bidder further agrees to begin work within ten calendar days after receipt of written "Notice to Proceed" of the owner and to fully complete the project according to the time table in the Special Provisions. 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.

CONTRACT DOCUMENTS

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 279.363 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.

**1994 SLURRY SEAL PROJECT
SCHEDULE OF PRICES**

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE IN FIGURES	UNIT PRICE IN WRITING	TOTAL AMOUNT
1 Mobilization	1	L.S.	11,332 ⁰⁰	Eleven Thousand Three Hundred Thirty Two Dollars	\$ 11,332 ⁰⁰
2 Crack Sealing	25,400	L.F.	1 ⁵⁷	One + 57/100 Dollars	\$ 39,878 ⁰⁰
3 Pavement Repairs, Local Street	400	S.Y.	42 ⁷²	Forty Two + 72/100 Dollars	\$ 17,088 ⁰⁰
4 Pavement Repairs, Collector Street	100	S.Y.	52 ²⁵	Fifty Two + 25/100 Dollars	\$ 5,225 ⁰⁰
5 Concrete Curb & Gutter	150	L.F.	25 ⁰⁰	Twenty Five + 00/100 Dollars	\$ 3,750 ⁰⁰
6 Preleveling Asphalt, Class D	250	TON	75 ⁷⁵	Seventy Five + 75/100 Dollars	\$ 18,947 ⁵⁰
7 Slurry Seal Type 3	87,700	S.Y.	0 ⁷⁵	Seventy Five Cents	\$ 65,775 ⁰⁰
TOTAL					\$ 161,995⁵⁰

VALLEY SLURRY SEAL COMPANY
A CALIFORNIA CORPORATION

CONTRACTORS NAME

**JEFFREY R. REED
PRESIDENT**

One Hundred Sixty One Thousand Nine Hundred
TOTAL BID IN WRITING Ninety Five + 50/100 Dollars

DATE

8-10-94

CONTRACT DOCUMENTS

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. 1 DATE 8/9/94 NO. _____ DATE _____
NO. _____ DATE _____ NO. _____ DATE _____

The name of the Bidder submitting this Proposal is VALLEY

SLURRY SEAL Co. doing business at

3050 BEACON BLVD. W. SACRAMENTO CA, 95891
Street City State Zip

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

BIDDER'S PERFORMANCE BOND STATEMENT

VALLEY SLURRY SEAL Co., hereinafter referred to as Contractor, is submitting a bid to the City of Newberg pursuant to the latter's Advertisement for Bids for the **1994 Slurry Seal Project.**

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.

CONTRACT DOCUMENTS

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 Hucik & Co. Contractor hereby authorizes Hucik & Co to disclose any information to the 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

10TH day of AUGUST, 1994.

Signature of Bidder

JEFFREY R. REED

PRESIDENT

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 10TH day of AUGUST, 1994.

VALLEY SLURRY SEAL COMPANY
A CALIFORNIA CORPORATION

Name of Corporation

By

JEFFREY R. REED

PRESIDENT

Title

Attest

Secretary

GREGORY B. REED
SECRETARY

CONTRACT DOCUMENTS

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this ^{12th} day of ~~AUGUST~~ ^{SEPTEMBER}, 1994, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and VALLEY SLURRY SEAL Co

of 3050 BEACON BLVD, STE 205
WEST SACRAMENTO, CA 95691

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 **1994 Slurry Seal Project** to the extent of the Bid made by the Contractor on the **11th day of August, 1994**, all in 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, and the Special Provisions, 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 Community Development Director 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.

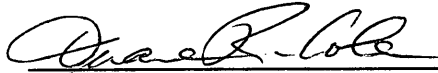
CONTRACT DOCUMENTS

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


By _____

City Manager
Title _____

CONTRACTOR

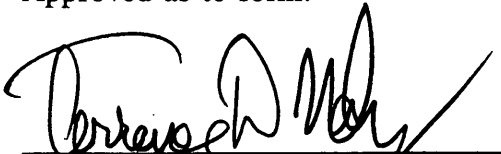
VALLEY SLURRY SEAL COMPANY
A CALIFORNIA CORPORATION

By _____

JEFFREY R. REED
PRESIDENT

Title _____

Approved as to form:


City Attorney

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

Valley Slurry Seal Company

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

"Principal" and Safeco Insurance Company of America of Seattle,
State of Washington, hereinafter called "Surety", are held firmly bound unto the
City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of One Hundred Forty Nine
Thousand One Hundred Fifty Dollars (\$ 149,150.00) 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 1st day of September, 1994, a copy of
which is hereto attached and made a part hereof for the construction of the 1994 Slurry Seal
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.

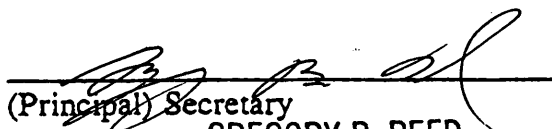
CONTRACT DOCUMENTS

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 this the 2nd day of September, 1994.

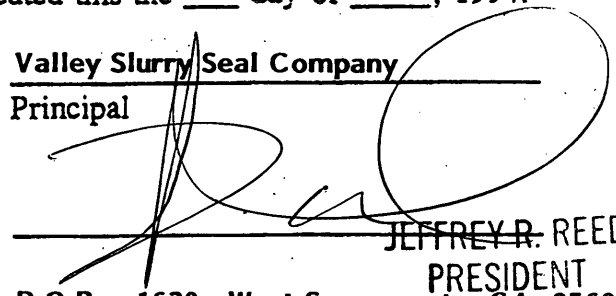


(Principal) Secretary
GREGORY B. REED
SECRETARY

Valley Slurry Seal Company

Principal

By



JEFFREY R. REED
PRESIDENT

P.O. Box 1620 West Sacramento, CA 95691

(Address - Zip Code)

(SEAL)

Witness as to Principal

(Address - Zip Code)

ATTEST

(Surety) Secretary

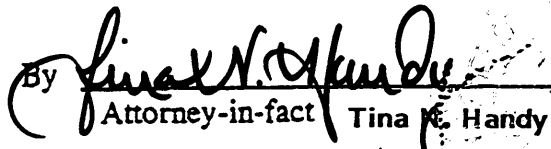
(SEAL)

Witness as to Surety

(Address - Zip Code)

Safeco Insurance Company of America

Surety

By 

Attorney-in-fact Tina E. Handy

120 Montgomery Street, Ste. 2050

(Address - Zip Code) San Francisco, CA 94104

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

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9703

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint
*****TINA N. HANDY, Rancho Cordova, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind SAFECO INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 18th day of March, 1994

[Signature of R.A. Pierson]
R A PIERSON, SECRETARY

[Signature of Dan D. McLean]
DAN D. McLEAN, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R. A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 2nd day of September, 1994



[Signature of R.A. Pierson]
R A PIERSON, SECRETARY

Registered trademark of SAFECO Corporation.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On 9/2/94 before me, Brandi Atkinson, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Tina N. Handy
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Brandi Atkinson
SIGNATURE OF NOTARY
Brandi Atkinson

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Safeco Insurance Company of America

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

County of YOLO

On AUGUST 29, 1994 before me, JUDITH M FRIEDMAN, NOTARY PUBLIC

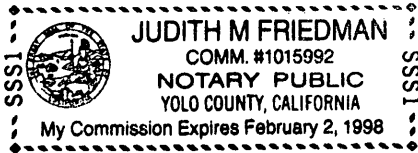
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JEFFREY R. REED

NAME(S) OF SIGNER(S)

[X] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Judith M Friedman SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual, Corporate Officer (President), Partner(s), Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

DESCRIPTION OF ATTACHED DOCUMENT

Title or type of document, Number of pages, Date of document, Signer(s) other than named above.

Signer is representing: Valley Slurry Seal Co.

CONTRACT DOCUMENTS

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

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

"Principal" and _____ of _____,
State of _____, hereinafter called "Surety", are held firmly bound unto the
City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of _____
_____ Dollars (\$_____) 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 ___ day of _____, 1994, a copy of
which is hereto attached and made a part hereof for the construction of the **1994 Slurry Seal
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.

CONTRACT DOCUMENTS

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 this the ___ day of ____, 1994.

Principal

(Principal) Secretary

By _____

(Address - Zip Code)

(SEAL)

Witness as to Principal

(Address - Zip Code)

ATTEST

Surety

(Surety) Secretary

By _____

Attorney-in-fact

(Address - Zip Code)

(SEAL)

Witness as to Surety

(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.

GENERAL PROVISIONS
1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director

GENERAL PROVISIONS

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

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during its execution.

1.08 HOUSE CONNECTION SEWER

Any sewer pipe line lying within an easement, public street or right of way which connects or is proposed to connect, a house sewer or any lot or part of a lot with a public sewer.

1.09 HOUSE SEWER

Any sewer pipe line which connects, or is proposed to connect, any building to a house connection sewer.

1.10 INSPECTOR

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

1.11 LABORATORY

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

1.12 LINEAL FOOT

Horizontal measurement as determined by engineers' station.

1.13 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.

1.14 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.

1.15 PERSON

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

1.16 PLANS

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

1.17 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.

1.18 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.

1.19 ROADWAY

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

1.20 SANITARY SEWER

A sewer that carries liquid and water-carried wastes together with minor quantities of storm, surface, and groundwaters that are not admitted intentionally.

1.21 SEWER

A pipe or conduit that carries wastewater or drainage water.

1.22 SPECIAL PROVISIONS

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

1.23 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.

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1.24 STANDARD DRAWINGS

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

1.25 STATE

The State of Oregon.

1.26 STORM SEWER

A sewer that carries storm water and surface water, street wash and other wash waters, or drainage, but excludes domestic wastewater and industrial wastes. Also called storm drain.

1.27 STREET

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

1.28 SURETY

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

1.29 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.

1.30 WORK

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

1.31 ABBREVIATIONS AND SYMBOLS

A.A.S.H.T.O. (AASHTO) American Association of State Highway Transportation Officials; A.G.C. (AGC) Associated General Contractors of America; 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.

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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. The Contracting Agency will not be liable for any loss sustained by the Contractor as a result of any variance between conditions as set forth in the soil 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 interpretation 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

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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.

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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.

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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

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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 of 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.

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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.

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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 but not shown on the plans and detailed drawings, or anything shown on the plans and detailed drawings but 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 or standard drawing in the contract documents shall refer to the version that is in force at the time of advertisement for bids.

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

- (1) Permits from outside 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. 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. 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

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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 standard engineering practice. Shop drawings shall be of sufficient size and scale to clearly illustrate all details. 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. 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 drawing.

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 made without additional cost to the Contracting Agency, and the 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 of 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

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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 Contractor 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 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 insurance, health and welfare, pension, vacation, and other similar purposes shall be included in this cost.

4.08 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

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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 therefore.

4.08A LABOR

The cost of all labor used in performing extra work under this contract shall be in accordance with Section 4.07.

4.08B 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.

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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.

4.08C 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 4.08D.

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

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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 4.08C 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 into the location 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.

4.08D RECORDS

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

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.

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.

4.09 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.

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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," including all charges for water, are to be absorbed in the prices bid for the various bid items.

4.10 VERMIN CONTROL

At the time of occupancy by the Contracting Agency, any structure or structures entirely constructed under the contract shall be free of rodents, insects, vermin and/or pests. Extermination work as may be necessary shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a licensed agency and in accordance with the requirements of governing authorities. The Contractor shall be responsible for any injury to persons or property resulting from extermination work.

4.11 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.

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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 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 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 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.

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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 therefore.

5.04 UTILITIES

Utilities for the purposes of these specifications shall be considered as including but not limited to: pipe lines, conduits, transmission lines, and appurtenances of Public Utilities and those of private industry, businesses or individuals solely for their own use or for use of their tenants, and storm drains, sanitary sewers, irrigation facilities, street lighting, traffic signals, telephone, television, and fire alarm systems.

The Contracting Agency has by a search of known records, endeavored to locate and indicate on the drawings, all utilities which exist within the limits of work. However, the accuracy or completeness of the utilities indicated on the drawings is not guaranteed. Service connections to adjacent property may or may not be shown on the drawings. It shall be the responsibility of the Contractor to determine the exact location of all utilities and their service connections. The Contractor shall contact all utility owners and request that they locate and mark any existing utilities and their appurtenances and that service connections which may be affected by the contract work also be marked. In addition, the Contractor shall notify the Engineer as to any utility, appurtenances, and service connections located by him which have been incorrectly shown or omitted from the drawings.

Unless otherwise specified the Contractor shall remove all interfering portions of utilities which are shown on the drawings as "abandoned" or "to be abandoned in place", and which interfere with the construction of the project. All costs involved in said removals shall be included in the prices bid for the various items of work. All such abandoned utilities removed by the Contractor, shall be included in the prices bid for the various items of work. All such abandoned utilities removed by the Contractor, shall be stored on the site where directed and shall remain the property of the owner utility company or Contracting Agency as determined by the Engineer.

Where utilities are shown on the drawings as "abandoned" or "to be abandoned in place", it shall be the Contractor's responsibility to contact the utility company involved, as required in Section 5.11 herein, prior to excavating around such utilities to ascertain that the abandonment of the utility has been completed.

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In certain cases where indicated on the drawings, the Contractor shall locate utilities in advance of his construction operations. In these cases the Contractor shall backfill the excavations and shall construct either a temporary or permanent resurfacing over the backfill. The temporary resurfacing shall be constructed when the exploratory excavations are made in an area located within the proposed project excavation.

The permanent resurfacing when specified shall be constructed when the exploratory excavations are made in an area located outside the proposed project excavation. Said permanent resurfacing shall be of the type and thickness specified or as field conditions may otherwise require. In either case, the excavations shall be backfilled by the methods and to the relative density specified.

This work shall be performed as soon as practical after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. All costs for making such exploratory excavations (including the backfilling and the resurfacing as specified herein) shall be included in the prices bid for the various items of work.

Utilities which upon exploration, are found to interfere with the permanent project work will be relocated, altered, or reconstructed by others in accordance with the provisions of Section 5.05 herein, or the Engineer may approve and order changes in location, line or grade of structures being built in order to avoid the utilities. The cost of such changes will be paid for under applicable bid items or as "Extra Work" as provided under Section 4.08.

5.05 BY OTHER THAN THE CONTRACTOR

When it is stated in the detailed specifications or indicated on the drawings, that a utility is to be relocated, altered or reconstructed by other than the Contractor, the Contracting Agency will conduct all negotiations with the owners in respect to such work and the work shall be done at no cost to the Contractor.

Service connections which physically interfere with project structures or appurtenances, whether or not so stated or indicated, shall be relocated by other than the Contractor; except as otherwise specified or unless directed by the Engineer in accordance with Section 5.08.

5.06 BY THE CONTRACTOR UNDER A SPECIFIC CONTRACT ITEM

When bidding schedule contains a separate item covering the relocation, alteration, or reconstruction of a utility by the Contractor, the price bid for said item shall cover all costs involved in such work.

The drawings and detailed specifications will give the construction details for the work, and unless the time at which the work must be done is specified in the detailed specifications,

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the Contractor shall coordinate with the Engineer in respect to when the work is to be done.

5.07 BY THE CONTRACTOR BUT NOT UNDER A SPECIFIC CONTRACT ITEM

When the work on a utility is specified or indicated on the drawings to be done by the Contractor, but is not included as a separate contract item in the bidding schedule, the Contracting Agency will make all arrangements with the owner of the utility in respect to the construction details, however, the Contractor shall coordinate with the owner as to when the work is to be done. Any costs for such work shall be absorbed or included in the prices bid for the various contract items.

5.08 BY THE CONTRACTOR - SERVICE CONNECTIONS

For the purpose of these specifications, service connections shall be construed to mean all, or any portion of, the conduit cable or duct which connects a utility main distribution line to the meter box of an individual user.

Except when shown on the drawings to be relocated by others, and except as otherwise specified herein, the alteration or permanent relocation of service connections which physically interfere with project structures, or appurtenances thereto, which are to be constructed under this contract shall, when directed by the Engineer, be arranged for by the Contractor in accordance with the requirements of the utility owner. The costs for such work will be paid for as "Extra Work" as per Section 4.08.

5.09 BY THE CONTRACTOR FOR HIS OWN CONVENIENCE

The temporary or permanent relocation or alteration of utilities including service connections, desired by the Contractor for his own convenience, shall be the Contractor's own responsibility and he shall make all arrangements regarding such work. The costs of such work shall be absorbed or included in the prices bid for the various contract items.

5.10 BY THE CONTRACTOR OR BY OTHERS - UNKNOWN UTILITIES DISCLOSED DURING CONTRACT WORK

In the event that a utility is disclosed subsequent to the award of the contract, such utility not being indicated on the drawings, or in the event that an existing utility is found to be in a materially different location than shown on the drawings and thus requires additional or more costly work on the part of the Contractor for its maintenance, relocation, or support, the necessary alteration, relocation, proper support and protection shall be done and paid for as follows:

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a. When said utility is found to occupy the space to be occupied by a part of the permanent works to be constructed, or when utility is, in the opinion of the Engineer, in such close proximity to the new work as to require the relocation or alteration of said utility the Contracting Agency will arrange for such relocation or alteration, or require the Contractor to do so as "Extra Work" as per Section 4.08.

b. When any portion of a utility is in close proximity and more or less parallel to the structure of conduit and does not lie between the vertical planes or pay lines specified in subparagraph a., above, the Contractor shall advise the owner thereof, and in cooperation with the owner, provide and place the necessary support for proper protection to insure continuous and safe operation of the utility structure. All costs for such work shall be borne by the Contractor.

c. With the exception of service connections, when said utility lies within the excavation but does not intercept the permanent works to be constructed and the length of said utility between the vertical planes or pay lines specified in paragraph a., above, is less than five times the perpendicular distance between pay lines, the Contractor shall maintain the utility in place. The work of maintaining the utility in place shall be considered as "Extra Work" (see Section 4.08).

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 contract items.

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

5.12 DELAYS CAUSED BY FAILURE TO RELOCATE UTILITIES

Where parties other than the Contractor are responsible for the relocation of utilities and a delay in the Contractor's work is caused by the failure on the part of said parties to remove or relocate such utilities in time to prevent such delay, or by any action or lack of action on the part of the Contracting Agency, it shall be understood that the Contractor shall not be entitled, as a result of such delay to his work, to damages or additional payments over and above the contract price. If delays in the Contractor's work are caused by the reasons mentioned herein, the Contractor shall be entitled to an extension of time. The length of such extension

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of time will be determined by the Engineer with consideration as to the effect of the delay on the project as a whole.

In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities which interfere with structures, the Contractor, after approval from the Engineer, may be permitted to temporarily omit the portion of work affected by the utility. The portion thus omitted shall be constructed by the Contractor immediately following the relocation of the utility involved.

5.13 PERMANENT SURVEY MARKERS

The Contractor shall notify the Engineer not less than seven days prior to starting work in order that the Engineer may take necessary measures to insure the preservation of survey monuments, stakes, and bench marks. The Contractor shall not disturb permanent survey monuments, stakes or bench marks without the consent of the Engineer, and shall notify Engineer and bear the expense of replacing any that may be disturbed without permission. Replacement shall be done or arranged for only by the Engineer.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall, at his own expense, adjust the monument cover to the new grade unless otherwise specified.

5.14 LOT STAKES

Unless otherwise directed by the Engineer or shown on the plans, the Contractor shall preserve existing survey stakes that mark property lines and corners. Any stakes that become lost or disturbed by his operation shall be replaced at the Contractor's expense and by a Registered Land Surveyor.

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 rock, 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 line 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 rock, or as determined necessary by the Engineer, and the tops of these stakes

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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 Section 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 that any variation from a straight grade can be detected. If any such 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, 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

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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 not 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

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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 5.21, 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 that 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 DELIVERY OF MATERIALS

Materials shall be delivered to the project, using the truck routes designated by City Ordinance, to the nearest practical exit to the project location.

5.23 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

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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 HISTORICAL AND ARCHAEOLOGICAL REPORTS

Where historical objects of archaeological and paleontological nature, including ruins, sites, buildings, artifacts, fossils and other objects of antiquity are encountered within the areas on which the Contractor's operations are performed, the Contractor shall postpone operations in the area, shall preserve such objects for disturbance or damage and shall notify the Engineer of their existence and location.

Upon receipt of such notification, the Engineer will arrange for the disposition of the objects or for the recording of data relative thereto, and will notify the Contractor when it is proper for him to proceed with the work in the affected area. If the Contractor is directed by the Engineer to perform any work in salvaging said objects, the Contractor shall do so on the "Extra Work" basis set forth in Section 4.08.

5.25 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.

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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 wording 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

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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.

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

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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 PROVISIONS. Parking of cars may be prohibited on streets where construction work, such as grading or paving operations are in progress. When directed by the Engineer, traffic shall be controlled or routed through the construction area, 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.

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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 and maintain smooth and dust free
3. More than one week - if on a major or secondary arterial 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 4.08 and 4.09.
 - (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

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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 USE OF EXPLOSIVES

The use of explosives will be permitted only when authorized in writing by the

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Engineer unless otherwise stated in the SPECIAL PROVISIONS. Explosives shall be handled, used, and stored in accordance with the provisions and requirements of all applicable laws, ordinances, and regulations with respect thereto. The approval by the Engineer for the use of explosives shall not relieve the Contractor from his responsibility.

7.06 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.

7.07 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.

7.08 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

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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.

7.09 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 hour's work 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 if 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, that 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.

In 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 wage rates applicable to the work to be done under the contract are those prescribed under the provisions of ORS 279.348 through 279.356 and laws amendatory thereto. The Contractor is reminded that a provision of these statutes requires the certification and filing of the payroll with the owner at each of the following times: (1) once before the payment of the first monthly estimate, (2) once immediately after any change in the wage rates, and (3) once before final payment is made.

GENERAL PROVISIONS

Copies of prevailing wage rates may be obtained from the Bureau of Labor, 115 Labor and Industries Building, Salem, Oregon 97310.

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 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 contract. These statements are to be submitted to the Engineer 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).

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

The Contractor shall comply fully with ORS 279.334 of the Oregon Revised

GENERAL PROVISIONS

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.

7.11 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.

7.12 CLEARING AND BURNING PERMITS

The Contractor shall comply fully with ORS 477.685 which reads, in part, as follows: "(1) Before clearing any right-of-way for any highway or railroad, or any power, commercial telegraph or telephone line, or for any transmission or transportation utility right-of-way on any forest land, whether upon his land or that of another, where the clearing would constitute a fire hazard, every person shall file with the forester a general description of the right-of-way to be cleared. The forester shall issue a written permit for such clearing. The permit shall set forth the precautionary conditions and manner under which the clearing shall be done."

"(2) A person engaged in clearing any right-of-way or forest land shall not place on adjoining land or property any forest material or debris resulting from such clearing without the permission of the owner of the adjoining land."

7.13 LICENSING OF CONTRACTORS

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

7.14 PATENTS, FEES OR ROYALTIES

GENERAL PROVISIONS

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 harmless from any damage, costs and expenses by reason of any infringement of the patent thereof, and any loss to 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.

7.15 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.

7.16 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 for such service."

7.17 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.

7.18 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

GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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 the work before such suspension, the Contractor will be paid such 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

GENERAL PROVISIONS

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 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. 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.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather or the conditions resulting from the 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.

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 be allowed 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

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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

GENERAL PROVISIONS

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 or 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

GENERAL PROVISIONS

Contractor.

8.09 ADVERTISING

No advertising matter shall be attached or painted on surfaces of buildings, fences or canopies, except the names of contractors and subcontractors, with their addresses and the designation of their particular branch may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Engineer.

8.10 ASSIGNMENT

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.

8.11 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.

8.12 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:

GENERAL PROVISIONS

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 subcontracts 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), hospital associations and/or others; (ORS 279.320), have been paid."

GENERAL PROVISIONS

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 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,

GENERAL PROVISIONS

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, plant, 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 laws or local ordinances, 5% will be deducted and retained by the 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.

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.

GENERAL PROVISIONS

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.

SPECIAL PROVISIONS
1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director

SPECIAL PROVISIONS

1. CONSTRUCTION TIME PERIOD

All work shall be completed by September 30, 1994.

2. CONSTRUCTION SEQUENCE

Crack Sealing, Pavement Repairs, Pre-leveling Asphalt, and Concrete Curb and Gutter, shall be completed prior to the Slurry Seal.

3. CRACK SEALING

Cracks were previously sealed in 1987 to 1990. Crack sealant that has not failed can remain in place.

4. CONCRETE CURB AND GUTTER

This item consists of removing and reconstructing concrete curb and gutter that is deteriorated due to age, is sunken, or humped by tree roots, as tabulated below.

Method: Sawcut curb and two (2) foot width of pavement. Reconstruct pavement according to Standard Drawing ST-23, Asphalt Pavement Repair. Reconstruct curb and gutter according to Standard Drawing ST-4. Backfill curb with select material, restore existing surfacing. If the surface is plantings or barkdust, backfill top 6 inches with topsoil. If surface is grass, re-seed, cover with peatmoss, and provide one good watering.

Measurement will be per linear foot of curb and gutter. The unit price shall include sawcutting, excavation, restoration of the asphalt pavement, restoration of the backfill surface, and all tasks included in this item.

STREET	LOCATION	SIDE OF STREET	APPROX. LENGTH
Lincoln	1st to 2nd	East	22
Pacific	10th to 11th	West	10
School	5th to 6th	East	20
2nd	Howard to College	South	10
5th	School to College	South	20
5th	Edwards to Meridian	South	18

STREET	LOCATION	SIDE OF STREET	APPROX. LENGTH
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SPECIAL PROVISIONS

5th	Chehalem to Willamette	South	12
5th	Willamette to Columbia	South	15
			127

5. PAVEMENT REPAIRS

Streets and approximate areas are tabulated below. All streets are local streets unless noted otherwise.

STREET	APPROX. AREA (SY)
Chehalem	20
Howard	10
Lincoln	120
Main (Collector)	30
Meridian	40
2nd (Collector)	50
3rd	20
4th, Harrison to College	60
5th	20
8th	50
	420

6. PRE-LEVELING ASPHALT

Streets and approximate areas are tabulated below. Edwards Street (2nd to 3rd, East side), has a rock surface from the existing pavement edge to the concrete curb and gutter. Sawcut pavement edge, excavate and grade rock to 3 inch depth, and pave in 2 lifts using a spreader box. This work shall be included in the bid item "Pre-leveling Asphalt."

SPECIAL PROVISIONS

STREET	APPROX. AREA (SY)
Center	110
Cehalem	430
College	10
Dayton	30
Edwards, Hancock to 2nd	60
Edwards, 2nd to 3rd	80
Meridian	100
School	10
Washington	2
2nd, Main to River	120
2nd, Church to Dead End	90
3rd	400
4th	140
5th	420
8th	50
	2,052

7. PRE-CONSTRUCTION MEETING

A pre-construction meeting will be scheduled by the Engineer after the Contract has been awarded, and before the notice to proceed is issued. At the meeting the Contractor shall provide a detailed construction schedule.

8. DETOUR SIGNING

Detour routes will be used for the following streets. Refer to Standard Drawing ST-24 as a guideline for signing.

Main Street, 2nd to 5th
College Street, 1st to 4th
River Street, 1st to 4th

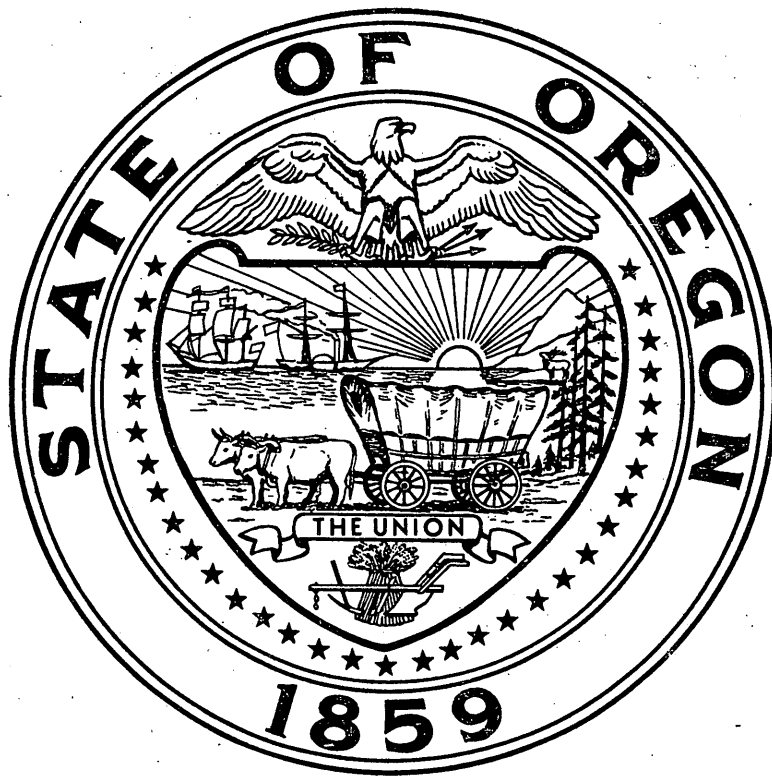
9. STOCKPILING OF AGGREGATES

(Referring to Sections 3.13, Technical Provisions). Approval has been obtained from the Newberg School District for use of their rock surfaced yard at 6th and Blaine Streets. The yard measures 40 ft x 250 ft. The conditions for use of this location, are (1) that it be restored to original or better condition upon completion of work; (2) the Newberg School District be named as an additional insured on the Certificate of Insurance.

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective July 1, 1994



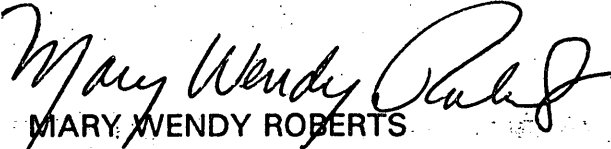
MARY WENDY ROBERTS
COMMISSIONER

July 1, 1994

This booklet contains the Prevailing Wage Rates for non-residential building and construction trades in the State of Oregon. These rates are effective July 1, 1994. These rates have been amended in accordance with ORS 279.348 through ORS 279.365. A new determination of these rates is issued two times each year.

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 Rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Coordinator in Portland (731-4466). If you have any questions about the manner in which the Prevailing Wage Rates are enforced, contact the Wage and Hour Division in Portland (731-4074).


MARY WENDY ROBERTS
Commissioner
Bureau of Labor and Industries

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(503) 731-4200
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200 SE Hailey Ave., Suite 308
PO Box 730
Pendleton, OR 97801
(503) 276-7884
FAX (503) 276-2950

BEND
1250 NE 3rd, Suite B105
Bend, OR 97701
(503) 388-6330
FAX (503) 388-6273

MEDFORD
700 E Main, Suite 105
Medford, OR 97504
(503) 776-6270
FAX (503) 776-6284

SALEM
3865 Wolverine St. NE; E-1
Salem, OR 97310
(503) 373-1447
FAX (503) 373-7636

COOS BAY
320 Central Ave., Suite 510
Coos Bay, OR 97420
(503) 269-4575
FAX (503) 267-3194

AN EQUAL OPPORTUNITY EMPLOYER

THIS INFORMATION IS AVAILABLE IN AN ALTERNATE FORMAT

ANNOUNCEMENT

The Prevailing Wage Rates contained in this booklet generally reflect non-residential building, heavy, and highway construction 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. If you have specific questions regarding how rates are determined or if you would like a copy of this booklet, please contact:

Prevailing Wage Rate Coordinator
Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon St. # 32
Portland, OR 97232
(503)731-4466

The first copy is free. Additional copies are available for \$2.00 each.

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 questions about the enforcement of Prevailing Wage Rates, please contact the Wage and Hour Division. Division offices may be reached at the following phone numbers:

Bend	388-6330
Eugene	686-7623
Medford	776-6201
Pendleton	276-7884
Portland	731-4074
Salem	378-3292

Apprentices and Trainees

Apprentices and trainees may be employed on public works projects. To qualify as an apprentice or trainee, the worker must be registered in a bona fide 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. For information call 731-4072. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate which is listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate 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 designated 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 shall be exclusively that of the agency.[ORS 279.356(3)]

Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. The term "fringe benefits" refers to the payments such as:

- 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.

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.).

Every Contractor or Subcontractor that provides for or contributes to a health and welfare plan or a pension plan, must post notice describing such plans in a conspicuous and accessible place on the project.[ORS 279.350(5)] 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 prevailing base rate is paid, the amount by which the rate is exceeded may be credited toward payment of fringe benefits.

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). In the computation of overtime, travel pay does not need to be included but zone pay differentials do.

Work performed on Saturday, Sunday or legal holidays must also be compensated at time and one-half. Legal holidays for purposes of Prevailing Wage Rates 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. If one of these days falls on Saturday or Sunday, then the legal holiday becomes the preceding Friday or the following Monday.

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. A sample of Form WH-38 and instructions for completing it are included in the back of this booklet. Copies for use in filing should be obtained from the public contracting agency.

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; 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. When work on a project starts and finishes in 15 days or less, the contractor or subcontractor which performed the work shall submit a payroll and certified statement form which accurately and completely sets out the payroll for all the work performed on the project. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon St. # 32, Portland, Oregon 97232. 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.

Office/clerical employees and supervisory employees who are supervisory only and do not perform any hands-on labor are not required to be paid the PWR. A person who owns and operates his/her own truck 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 federal Davis-Bacon Act, not Oregon PWR statutes. (Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (326-3057).) In the event that federal funds are involved, but the contract is not regulated under the Davis-Bacon Act, Oregon's Prevailing Wage Rate Statutes may apply (ORS 279.348 - 279.365). Oregon statutes pertaining to overtime requirements apply on both state and federally regulated contracts. (ORS 279.334).

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) My employees receive health benefits. Do I get credit for the health benefit when I prepare my payroll on a public works project?

Yes. Any expenditures an employer makes for bona fide employee benefits can be charged against the fringe benefit payments designated in the Prevailing Wage Rate Booklet. To learn how to compute the correct hourly charge, call the Wage and Hour Division (731-4074).

6) 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.

7) How do I classify workers?

Virtually all of the job classifications/trades normally used in the non-residential 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 need residential construction rates, or if you have questions about how to classify workers, contact the Prevailing Wage Rate Coordinator at 731-4466.

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.)

COMMONLY ASKED QUESTIONS (Continued)

8) 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.

9) 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.

10) 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, 800 NE Oregon St. # 32, Portland, Oregon 97232 (731-4074). Other Bureau offices are located in Bend (388-6330), Coos Bay (269-4575), Eugene (686-7623), Medford (776-6201), Pendleton (276-7884) and Salem (378-3292). You may also complain to the contracting agency, which has the contractual authority to pay PWR claims directly to a contractor's or subcontractor's workers (ORS 279.314).

11) 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). Contracting agencies also have the contractual authority to withhold payments due or to be due to the contractor or subcontractor in order to pay the unpaid prevailing wages directly to the worker (ORS 279.314).

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.

In addition, Chapter 323, Oregon Laws 1991, provides that any person that loses a competitive bid for a construction contract may bring an action for damages against the person who is awarded the contract, if the losing bidder can establish that the winner has knowingly violated any one of several laws, including the requirement to pay Prevailing Wage Rates while performing work under the contract. The losing bidder is entitled to recover, as liquidated damages, 10% of the losing bid amount, or \$5,000, whichever is greater, plus reasonable attorney fees.

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 with the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship Agency recognized by BAT. For information call 731-4072. The apprentice is to receive all fringe benefits and a percentage of the journeyman's wage rate as listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate apprenticeship committee. All other workers receive rates as published.

13) 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.

Administrative rules on Prevailing Wage Rates require that these records be kept for a period of three (3) years from the completion of the public work contract. Other legal considerations may require retention of records for a period greater than 3 years. Records relating to public works contracts must be maintained separately from records relating to private projects/contracts.

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

Public agencies are required to prepare and file a list of every public improvement that the agency intends to fund during the subsequent budget period with the Commissioner of the Bureau of Labor and Industries (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.

15) Does a contracting agency have any power to enforce payment of Prevailing Wage Rates on its public works projects?

Yes. According to ORS 279.314, all public contracts for work or services must contain a clause or condition permitting the contracting agency to pay a worker's past due wage claim, charging the payment against funds due or to become due to the contractor.



NOTE

There have been several changes in this booklet in addition to the usual wage and fringe benefit updates. You may have already noticed the change on page 2 which is printed in bold. These are modifications which have been made at the suggestion of users of this document in the interest of clarity.

As was previously noted in the January 94 edition of this booklet, the procedure for obtaining forms for the submission of certain information required from public contracting agencies, contractors, and subcontractors has been changed. All public agencies in Oregon have been supplied with personalized copies of the forms which previously were found in the back of this booklet. With the exception of forms WH-118 (Planned Public Improvement Summary), and WH-119 (Capitol Improvement Project Cost Comparison Estimate), the forms found in this booklet are examples only. Public contracting agencies are expected to provide contractors with the appropriate WH-38 (Payroll/Certified Statement) form, and WH-303 (List of Subcontractors By Project) form. The instruction sheet WH-38A, which is provided to assist contractors in filling out the Payroll/Certified Statement, has been revised to take into account this new procedure, and to improve its clarity and usefulness.

We have attempted to make other changes more noticeable by printing them in **Bold Type**. You will see such changes under the following trades:

PAINTERS AND DRYWALL TAPERS

The additional pay that Painters receive for spray work, and the additional pay they receive for work over 60 feet high, may both apply. Thus the manner in which those differentials are described has been modified.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	LY	FRINGE BENEFITS
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ASBESTOS WORKERS

Installation of insulation on mechanical systems*

Journeyman Asbestos Worker

- o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.) 20.79 6.01
- o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.) 20.79 6.01

Removal of insulation on mechanical systems* which are not going to be scrapped.**

- o Hazardous Materials Handler Mechanic (in any type of project regardless of value) 13.65 3.10

* Mechanical systems include pipes, boilers, ducts, flues, breechings, etc.

** The removal of all insulation materials from mechanical systems is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrapped. It does not matter whether the insulation materials contain asbestos. Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc.) insulation. They also do loading of any insulation materials that have already been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Laborers performing asbestos removal are classified as Group 3 laborers.

BOILERMAKERS 22.37 8.14

BRICKLAYERS/STONEMASONS

Area 1 50 5.92
(add \$0.75 per hour to Fringe for Refractory repair work.)

Area 2 72 5.28
(add \$0.75 per hour to Fringe for Refractory repair work.)

Area 1

Baker	Hood River	Multnomah	Wallowa
Benton (a)	Lincoln (a)	Polk	Wasco (a)
Clackamas	Linn (a)	Sherman	Washington
Clatsop	Malheur (a)	Tillamook	Yamhill
Columbia	Marion	Umatilla	
Gilliam	Morrow	Union	

Area 2

Benton (b)	Douglas	Josephine	Linn (b)
Crook	Grant	Klamath	Malheur (b)
Coos	Harney	Lake	Wasco (b)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln (b)	

- a) North half
- b) South half

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

CARPENTERS

Zone 1 (Base Rate):

o Group 1	20.62	5.57
o Group 2	20.77	5.57
o Group 3	21.12	5.57
o Group 4	21.27	5.57
o Group 5	21.12	5.57
o Group 6	21.27	5.57
o Group 7	21.62	5.57

**Zone Differential for Carpenters
(Add to Zone 1 Rate)**

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00

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 60 miles.

Zone 5: More than 60 miles but less than 70 miles.

Zone 6: More than 70 miles.

Reference cities for Group 1 and 2 Carpenters

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	Vancouver

Zones for Groups 3 and 4 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.

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

CARPENTERS (Continued)

Zones for Groups 5, 6 and 7 Carpenters are determined as follows:

1. For those workers who reside within zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the city hall of that city to the project site.
2. For those workers who reside nearer to the project than is the city hall of any reference city below, the mileage from their residence to the project may be used in computing their zone pay differential.
3. The zone pay differential for all other projects shall be computed from the city hall of Longview, North Bend, or Portland, whichever is closer to the project.

Reference Cities for Groups 5, 6 and 7

Astoria	Eugene	Newport	Salem
Bend	Klamath Falls	Portland	The Dalles
North Bend	Medford	Roseburg	Longview

Group 1

Auto. Nailing Machine Carpenters
Form Stripper
Manhole Builders
Non-irritating Ins.
Cabinet & Shelving Installers (wood or steel)

Group 2

Floor Layers & Finishers
Stationary Power Saw Operators
Wall & Ceiling Insulators
Irritating Insulation

Group 3

Millwrights
Machine Erectors
Machinists

Group 4

Millwright/Welders
(Certified Welders receive \$0.25/hour over Group 3)

Group 5

Bridge, Dock & Wharf Builders
Piledrivermen

Group 6

Boom Men

Group 7

Marine Piledriver

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CEMENT MASONS

Zone 1 (Base Rate):

o Group 1	17.54	7.77
o Group 2	17.89	7.77
o Group 3	17.89	7.77
o Group 4	18.24	7.77

Group 1 Cement Masons, finishing, hand chipping and patching grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades.

Group 2 Composition Workers (includes installation of epoxy & other resinous toppings), and Power Machine Operators.

Group 3 Cement masons working on suspended, swinging and/or hanging scaffold.

Group 4 Cement Masons performing work of both Group 2 and Group 3 at the same time.

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 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

Bend Eugene Medford Salem Vancouver
Corvallis Longview Portland The Dalles

DIVERS & DIVERS' TENDERS

o Divers	50.76	5.57
o Divers' Tenders	22.75	5.57

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.

BASIC HOURLY RATE	HOURLY PAY	HOURLY PAY	DIVERS' HOURLY PAY
+ DEPTH + ENCLOSURE			= TOTAL

DIVERS & DIVERS' TENDERS(continued)

o Divers' Depth Pay

Depth of Dive	Hourly Depth Pay
50-100 ft	[(total ft- 50) x \$1.00]/hr.
100-150 ft	\$ 50 + [(total ft-100) x \$1.50]/hr.
150-200 ft	\$125 + [(total ft-150) x \$2.00]/hr.

o Divers' Enclosure Pay(working without vertical escape)

Distance Travelled

In the Enclosure	Hourly Enclosure Pay
5 - 50 ft	\$.50/hr
50 - 100 ft	\$.63/hr
100 - 150 ft	\$ 2.13/hr
150 - 200 ft	\$ 4.63/hr
200 - 300 ft	\$ 4.63 + [(total ft-200)x \$.05]/hr
300 - 450 ft	\$ 9.63 + [(total ft-300)x \$.10]/hr
450 - 600 ft	\$24.63 + [(total ft-450)x \$.20]/hr

DREDGING

Zone 1 (Base Rate):

o Leverman (Hydraulic, Dipper, Floating Clamshell)	24.22	6.30
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	23.47	6.30
o Tenderman (Boatman, Attending Dredge Plant); Fireman	22.92	6.30
o Fill Equipment Operator	22.42	6.30
o Assistant Mate (Deckhand); Oiler	20.93	6.30

Zone Differential for Dredging
(Add to Zone 1 Rate)

Zone 2	1.50
Zone 3	1.90
Zone 4	2.40
Zone 5	3.00

Zone 1: Center of job site not more than 15 miles from the City Hall of Portland

Zone 2: More than 15 miles but not more than 30

Zone 3: More than 30 miles but not more than 50

Zone 4: More than 50 miles but not more than 70

Zone 5: More than 70 miles.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>DRYWALL/WETWALL</u>			<u>ELEVATOR CONSTRUCTORS</u>		
o Drywall (Accoustical and Drywall Applicator)	18.53	6.32	<u>Area 1</u>		
o Wetwall (Lather)	17.68	7.17	o Mechanic	22.52	6.74 + a
<u>ELECTRICIANS</u>			o Helper	15.76	6.56 + a
<u>Area 1:</u>			o Probationary Helper	11.26	0.30
o Electricians	19.70	4.42	<u>Area 2</u>		
o Cable Splicers	21.67	4.51	o Mechanic	24.53	6.79 + a
<u>Area 2:</u>			o Helper	17.17	6.59 + a
o Electricians	22.22	6.70	o Probationary Helper	12.27	0.33
o Cable Splicers	23.33	6.73	a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.		
<u>Area 3:</u>			<u>Area 1</u>	<u>Area 2</u>	
	20.85	6.42	Umatilla	All	
<u>Area 4:</u>			Wallowa	Remaining	
o Electricians	23.15	5.39	Union	Counties	
o Cable Splicers	25.47	5.46	Baker		
<u>Area 5:</u>			<u>GLAZIERS</u>		
o Electricians	23.05	7.54	<u>Area 1</u>	21.32	4.44
o Cable Splicers	23.80	7.56	(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
<u>Area 6:</u>			(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
o Electricians	20.75	6.57	<u>Area 2</u>	14.11	3.59
o Cable Splicers	20.75	6.57	(Add \$0.50 to base rate if working at over 35 feet of free fall in height)		
<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u>	<u>Area 3</u>		
Malheur	Baker	Umatilla	Coos		
	Gilliam	Union	Curry		
	Grant	Wallowa	Lincoln		
	Morrow	Wheeler	Douglas (a)		
			Lane (a)		
<u>Area 4</u>	<u>Area 5</u>	<u>Area 5(cont)</u>	<u>Area 6</u>		
Benton	Clackamas	Washington	Harney		
Crook	Clatsop	Yamhill (d)	Jackson		
Deschutes	Columbia		Josephine		
Jefferson	Hood River		Klamath		
Lane (b)	Multnomah		Lake		
Linn	Sherman		Douglas (b)		
Marion	Tillamook				
Polk	Wasco				
Yamhill(c)					
a) Those portions lying west of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County			<u>HIGHWAY AND PARKING STRIPERS</u>		
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				19.25	2.94
c) South half			<u>IRONWORKERS</u>		
d) North half			o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.25	8.17

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS

Zone 1 (Base Rate):

o Group 1	16.34	5.97
o Group 2	16.69	5.97
o Group 3	16.99	5.97
o Group 4	17.24	5.97
o Group 5	14.75	5.97

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.

**Zone Differential for Laborers
(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.

Reference Cities

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	Vancouver

Group 1

Asphalt Plant Laborers	Guardrail, Median
Asphalt Spreaders	Rail (c)
Batch Weighman	Landscape or Planting Laborer
Broomers	Leverman or Aggregate Spreader (d)
Brush Burners/Cutters	Loading Spotter
Carpenter Tender	Material Yard Man (e)
Car & Truck Loaders	Powderman Assistant
Change-House Man	Railroad Track Laborers
Chipper Operator (a)	Ribbon Setters (f)
Choke Setter	Rip Rap Man (Hand Placed)
Clean-up Laborers ***	Road Pump Tender
Concrete Laborers	Sewer Laborer
Curing, concrete	
Demolition, wrecking and moving(industrial) ***	

LABORERS Group 1(continued)

Driller Assistant	Signalman
Dry-shack Man	Skipman
Dumpers, road oiling crew	Slopers
Dumpmen for grading crew	Sprayman
Elevator Feeders	Stake Chaser
Fence Builder	Stockpiler
Fine Graders	Tie Back Shoring
Fire Watch	Timber Faller/Bucker (Hand Labor)
Form Strippers (b)	Toolroom Man (Job site)
General Laborer ***	Tunnel Bull Gang (Above Ground)
	Weight-Man-Crusher (g)

a) Pittsburg or similar types

b) Not swinging stages

c) Reference Post, Guide Post, or Right-of Way Marker

d) Flaherty, and similar types

e) Including electrical

f) Including steel forms

g) Aggregate when used

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

Group 2

Applicators (a)	Gunite or Sandblasting
Brush Cutters (b)	Pot Tender
Burners	Handlers/Mixers (f)
Choker Splicer	Post Hole Digger, Air, gas or electric
Clary Power Spreader(c)	Power Tool Operators (g)
Clean up Nozzleman-Green Cutter (d)	Sand Blasting (wet)
Concrete Power Buggyman	Stake Setter
Crusher Feeder	Tampers
Demolition/Wrecking (e)	Tunnel Muckers/Brakeman/Concrete Crew/Bull Gang (underground)
Grade Checker	Vibrating Screed
Gunnite Nozzleman Tender	Vibrators(less than 4" diam.)

e)Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project

b)Power saw

c)And similar types of spreaders

d)Concrete, rock, etc.

e)Charred Materials

f) Of all materials of an irritating nature including cement and lime

g)Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers

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

LABORERS(continued)

Group 3

Asbestos Removal	Powdermen
Bit Grinder	Power Saw Operators (d)
Concrete Saw Operator	Pumpcrete Nozzleman
Drill Doctor	Sand Blasting (dry)
Drill Operators (a)	Pipe Layers of all Types
Guniting Nozzleman	Sewer Timberman
High Scalars,	Track Liners (e)
Strippers, Drillers(b)	Tugger Operator
Laser Beam (c)	Tunnel-Chuck Tenders
Manhole Builder	Vibrator (4" and larger)
Nippers & Timbermen	Water Blaster
Nuclear Plant Worker - Lead Shield	Welder

- 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

Asphalt Rakers
Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam
Motorman - Dinky Locomotive
Shield Operator
Tunnel Miners
Tunnel Powderman

Group 5

Clean-up Laborers (building only)***
Demolition, Wrecking, & Moving (building only)***
Flagger

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):

Area 1	17.75	6.18
Area 2	17.75	6.18
Area 3	13.75	4.49
Area 4	13.75	4.49
Area 5	13.75	4.49
Area 6	13.75	4.49
Area 7	13.75	4.49
Area 8	13.75	4.49
Area 9	17.75	6.18
Area 10	13.75	4.49
Area 11	13.75	4.49
Area 12	16.21	2.14
Area 13	13.69	2.59
Area 14	13.37	2.33

- Area 1 Clatsop, Columbia, Tillamook
- Area 2 Clackamas, Multnomah, Washington, Yamhill (north half)
- Area 3 Marion, Polk, Yamhill (south half)
- 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, Harney
- Area 12 Gilliam, Grant, Morrow, Umatilla, Wheeler
- Area 13 Baker, Union, Wallowa
- Area 14 Malheur

LINE CONSTRUCTION

Area 1:		
o Group 1	24.73	5.59
o Group 2	22.34	5.51
o Group 3	17.37	4.34
o Group 4	19.27	4.40
o Group 5	16.86	4.32
o Group 6	15.85	4.29
Area 2:		
o Cable Splicers	23.38	4.74
o Journeyman Lineman	21.20	4.66
o Line Equip. Mech. (Right-of-way)	17.98	4.51
o Line Equip. Oper.	17.98	4.51
o Groundman	13.15	4.30

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LINE CONSTRUCTION(continued)

Area 1

All counties except Malheur County

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

MARBLE SETTERS (Includes Granite)

Area 1	22.60	5.92
Area 2	20.72	5.28

Area 1

Baker	Hood River	Multnomah	Wallowa
Benton (a)	Lincoln (a)	Polk	Wasco (a)
Clackamas	Linn (a)	Sherman	Washington
Clatsop	Malheur (a)	Tillamook	Yamhill
Columbia	Marion	Umatilla	
Gilliam	Morrow	Union	

Area 2

Benton (b)	Douglas	Josephine	Linn (b)
Crook	Grant	Klamath	Malheur (b)
Coos	Harney	Lake	Wasco (b)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln (b)	

a) North half
b) South half

PAINTERS & DRYWALL TAPERS

Area 1

o Painters & Drywall Tapers 12.90 2.51

Area 2

o Brush Painting 16.50 2.70
(Add \$0.50 to base rate for spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning.)
(Add \$0.50 to base rate for work over 60 ft high on swing stage, mechanical climber, spider, or bucket truck.)
o Drywall Tapers 21.40 4.33

Area 1

Malheur County

Area 2

Remaining Counties

PLASTERERS

o Nozzleman	22.26	4.81
o Swinging scaffold	21.26	4.81
o all other work	20.76	4.81

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both)	21.27	5.35
Area 2 (Both)	24.50	7.70
Area 3 (Both)	22.49	6.15

Area 1

Baker
Harney (a)
Malheur

Area 2

Grant (b)
Morrow
Umatilla
Wallowa
Union

Area 3

All remaining counties

a) Except Northwest Portion b) Except Southwest Corner

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

POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate):

o Group 1	21.53	6.30
o Group 2	21.16	6.30
o Group 3	20.51	6.30
o Group 4	20.08	6.30
o Group 5	19.55	6.30
o Group 6	18.00	6.30

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.

ZONE RATES
(Add to Zone 1 Rate)

Zone 2	1.50
Zone 3	3.00

ZONE DESCRIPTIONS

Portland to Salem Metropolitan Area

Zone 1: Projects within the boundary of a region described as follows: Those portions of Multnomah, Clackamas, and Marion Counties which are West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22. Also those portions of Washington County East of Highway 47, and of Yamhill County East of Highway 47 and Highway 99W.

Zone 2: Projects outside of any Zone 1, but less than 50 miles from the Portland city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 50 miles from the Portland city hall.

Albany, Eugene, Roseburg, Grants Pass, Medford

Zone 1: Projects within 30 miles of the City Hall of the above cities.

Zone 2: Projects outside of any Zone 1 and more than 30 miles but less than 50 miles from the city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 50 miles from the city hall.

Longview, Coos Bay, Klamath Falls, Bend

Zone 1: Projects within 20 miles of the City Hall of the above cities.

Zone 2: Projects outside of any Zone 1, and more than 20 but less than 40 miles from the city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 40 miles from the city hall.

POWER EQUIPMENT OPERATORS (continued)
ZONE DESCRIPTIONS (continued)

Astoria, The Dalles, Pendleton, LaGrande, Baker, Ontario, McMinnville

Zone 1: Projects within 5 miles of the city hall of the above cities.

Zone 2: No Zone 2 for these cities.

Zone 3: Projects outside of any Zone 1 or 2, and more than 5 miles from the city hall.

GROUP CLASSIFICATIONS

ASPHALT

- 6 Plant Oiler
- 6 Plant Fireman
- 6 Pugmill Operator (any type)
- 6 Truck mounted asphalt spreader, with screed
- 4 Screed Operator
- 5 Extrusion Machine Operator
- 2 Asphalt Plant Operator (any type)
- 4 Asphalt Paver Operator
- 5 Roller Operator (any asphalt mix)
- 4 Diesel-Electric Engineer, Plant
- 5 Asphalt Burner and Reconditioner Operator (anytype),84
- 4 Roto-Mill, pavement profiler operator, under 6 foot lateral cut
- 5 Roto-Mill, pavement profiler, ground man
- 2 Roto-Mill, pavement profiler operator, 6 foot lateral cut and over

BLADE

- 6 Blade Operator, pulled type
- 4 Blade Operator
- 4 Blade Operator, Finish
- 4 Blade Operator, externally controlled by electronic, mechanical hydraulic means
- 4 Blade Operator, multi-engine
- 2 Auto Grader or "Trimmer" Operator

BULLDOZERS

- 4 Bulldozer Operator
- 4 Drill Cat Operator
- 4 Side-Boom Operator
- 2 Tandem bulldozer operator (quadnine and similar type, D-11)
- 4 Bulldozer Operator, twin engine (TC 12 and similar type, D-10)
- 4 Cable-Plow Operator (any type)

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)
CLEARING

- 4 Log Skidder Operator
- 4 Chipper Operator
- 4 Incinerator Operator
- 4 Stump Splitter Operator
- 4 Faller/Buncher Operator

COMPRESSORS

- 6 Compressor Operator (any power), under 1,250 cu. ft. total capacity.
- 5 Compressor Operator (any power), over 1,250 cu. ft. capacity

COMPACTORS - Self-Propelled

- 5 Compactor Operator, including vibratory
- 5 Wagner Patcor Operator or similar type (without blade)
- 4 Compactor Operator, with blade
- 4 Compactor Operator, multi-engine

CONCRETE

- 6 Plant Oiler
- 6 Assistant Conveyor Operator
- 6 Conveyor Operator
- 6 Mixer Box Operator (C.T.B., dry batch, etc.)
- 6 Cement Hog Operator
- 6 Concrete Saw Operator
- 6 Concrete Curing Machine Operator (riding type)
- 6 Wire Mat or Brooming Machine Operator
- 5 Combination Mixer and Compressor Operator, gunite work
- 5 Concrete Batch Plant Quality Control Operator
- 5 Belcrete Operator
- 5 Pumpcrete Operator (any type)
- 5 Pavement Grinder and/or Grooving Machine Operator (riding type)
- 4 Mixer Mobile Operator
- 5 Cement Pump Operator, Fuller-Kenyon and similar
- 5 Concrete Pump Operator
- 5 Grouting Machine Operator
- 4 Screed Operator
- 4 Concrete Cooling Machine Operator
- 5 Concrete Mixer Operator, single drum, any capacity
- 2 Batch Plant and/or Wet Mix Operator, 1 and 2 drum
- 1 Batch Plant and/or Wet Mix Operator, 3 units or more
- 5 Cast in place pipe laying machine

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)
CONCRETE (continued)

- 5 Maginnis Internal Full Slab Vibrator Operator
- 5 Concrete Finishing Machine Operator, Clary, Johnson, Bidwell, Burgess bridge deck or similar type
- 5 Curb Machine Operator, Mechanical Berm, Curb and/or Curb and Gutter
- 5 Concrete Joint Machine Operator
- 5 Concrete Planer Operator
- 5 Tower Mobile Operator
- 5 Power Jumbo Operator setting slip forms etc., in tunnels
- 5 Slip Form Pumps, power driven hydraulic lifting device for concrete forms
- 5 Concrete Paving Machine Operator
- 5 Concrete Finishing Machine Operator
- 5 Concrete Spreader Operator
- 4 Concrete Paving Road Mixer
- 2 Automatic Concrete Slip Form Paver Operator
- 2 Concrete Canal Line Operator
- 4 Concrete Breaker
- 4 Reinforced Tank Banding Machine (K-17 or similar types)
- 2 Concrete Profiler, Diamond Head

CRANE

- 6 Oiler
- 6 Truck Crane Oiler-Driver, 25 ton capacity or over
- 6 Fireman, all equipment
- 6 A-Frame Truck Operator, single drum
- 6 Tugger or Coffin Type Hoist Operator
- 5 Helicopter Hoist Operator
- 5 Hoist Operator, single drum
- 5 Elevator Operator
- 5 A-Frame Truck Operator, double drum
- 5 Boom Truck Operator
- 4 Chicago Boom and similar types
- 4 Lift Slab Machine Operator
- 4 Boom Type lifting device, 5 ton capacity or less
- 4 Cherry Picker or similar type crane-hoist, 5 ton capacity or less
- 4 Hoist Operator, two drum
- 4 Hoist Operator, three or more drums
- 4 Derrick Operator, under 100 ton
- 4 Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over
- 4 Cableway Operator, up to 25 tons
- 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
- 2 Cableway Operator, 25 tons and over

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

POWER EQUIPMENT OPERATORS

(GROUP CLASSIFICATIONS continued)
CRANE(continued)

- 1 Helicopter Operators, when used in erecting work

HYDRAULIC CRANE OPERATOR

- 5 Hydraulic Boom Truck Operator, Pittman
- 4 Hydro Crane Operator, under 50 tons
- 3 Hydro Crane Operator, 50 tons through 89 tons
- 2 Hydro Crane Operator, 90 tons through 199 tons
- 1 Hydro Crane Operator, 200 tons and over

TOWER/WHIRLEY OPERATOR

- 2 Tower Crane Operator
- 2 Whirley Operator, under 90 tons
- 1 Whirley Operator, 90 tons and over

LATICE BOOM CRANE OPERATOR

- 4 Lattice Boom Crane Operator, under 50 tons
- 3 Lattice Boom Crane Operator, 50 tons through 89 tons, and less than 150 ft boom
- 2 Lattice Boom Crane Operator, 90 tons through 199 tons, and/or 150 ft -200 ft boom
- 1 Lattice Boom Crane (Operator, 200 tons and over, and/or over 200 ft boom

CRUSHER

- 6 Crusher Oiler
- 6 Crusher Feederman
- 4 Generator Operator
- 4 Diesel-Electric Engineer
- 4 Grizzly Operator
- 2 Crusher Plant Operator

DRILLING

- 6 Drill Assistant
- 6 Auger Oiler
- 5 Churn Drill and Earth Boring Machine Operator
- 4 Drill Doctor
- 4 Boring Machine Operator
- 4 Driller - Percussion, Diamond, Core, Cable, Rotary and similar type
- 4 Cat Drill (John Henry)

POWER EQUIPMENT OPERATORS

(GROUP CLASSIFICATIONS continued)

FLOATING EQUIPMENT

- 6 Deckhand
- 6 Boatman
- 5 Fireman
- 4 Diesel-Electric Engineer
- 4 Jack Operator, elevating barges
- 4 Barge Operator, self-unloading
- 4 Piledriver Operator (not crane type)
- 4 Floating Clamshell, etc. Operator, under 3 cu. yd.(only for construction projects - otherwise see Dredging)
- 4 Floating Crane (derrick barge) Operator, less than 30 tons
- 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over (only for construction projects - otherwise see Dredging)
- 2 Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons
- 1 Floating Crane, 150 tons and over

FORK LIFT

- 6 Self-Propelled Scaffolding Operator (excluding working platform)
- 6 Fork Lift or Lumber Stacker Operator
- 6 Ross Carrier Operator
- 5 Lull Hi-Lift Operator or similar type
- 5 Fork Lift, over 5 tons
- 3 Rock Hound Operator

GENERATORS

- 4 Generator Operator
- 4 Diesel-Electric Engineer

GUARDRAIL EQUIPMENT

- 6 Oiler
- 6 Auger Oiler
- 6 Oiler, combination guardrail machines
- 4 Guardrail Punch Operator (all types)
- 6 Guardrail Punch Oiler
- 4 Guardrail Auger Operator (all types)
- 4 Combination Guardrail machines. i.e. punch, auger etc.

HAZARDOUS WASTE REMOVAL

- 5 Assistant to the Engineer (Oiler)
- 4 Assistant Incinerator Control Board Operator
- 3 Incinerator Control Board Operator

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS

(GROUP CLASSIFICATIONS continued)

HEATING PLANT

- 6 Temporary Heating Plant Operator
- 4 Surface Heater and Planer Operator

HYDRAULIC HOES

- 5 Hydraulic Backhoe Operator, wheel type 3/8 cu. yd. and under with or without front end attachments 2-1/2 cu. yd. and under (Ford, John Deere, Case type)
- 4 Hydraulic Backhoe Operator, Track Type 3/8 cu. yd. (Note: Over 3/8 cu. yd. takes Shovel Classification rate)

LOADERS

- 6 Bobcat, Skid Steer (under 1 cubic yard)
- 6 Bucket Elevator Loader Operator, Barber-Greene and similar types
- 5 Loaders, rubber-tired type, 2-1/2 cu. yd. and under
- 5 Elevating Grader Operator, Tractor Towed requiring Operator or Grader
- 4 Belt Loader Operator, Kolman and Ko Cal types
- 4 Loader Operator, front end and overhead, 2-1/2 cu. yd. and under 4 cu. yd.
- 4 Elevating Loader Operator, Athey and similar types
- 4 Elevating Grader Operator, Sierra, Euclid or similar types
- 3 Loader Operator, 4 cu. yd. but less than 6 cu. yd.
- 2 Loader Operator, 6 cu. yd. and over

OILERS

- 6 Oiler
- 6 Guardrail Punch Oiler
- 6 Truck Crane Oiler-Driver, 25 ton or over
- 6 Auger Oiler
- 6 Grade Oiler, required to check grade
- 5 Service Oiler (Greaser)
- 6 Grade Checker

PILEDRIVERS (Use Crane rates when driving or pulling piling)

- 4 Hammer Operator
- 4 Piledriver Operator (not crane type)

PIPE LINE - Sewer Water

- 6 Tar Pot Fireman
- 6 Tar Pot Fireman (power agitated)

POWER EQUIPMENT OPERATORS

(GROUP CLASSIFICATIONS continued)

PIPE LINE - Sewer Water (continued)

- 6 Hydraulic Pipe Press Operator
- 5 Hydra Hammer or similar types
- 5 Pavement Breaker Operator
- 4 Pipe Cleaning Machine Operator
- 4 Pipe Doping Machine Operator
- 4 Pipe Bending Machine Operator
- 4 Pipe Wrapping Machine Operator
- 4 Boring Machine Operator
- 4 Back Filling Machine Operator

PUMPS

- 6 Pump Operator, any power
- 6 Hydrostatic Pump Operator
- 5 Pump Operator, more than 5 (any size)
- 5 Pot Rammer Operator

RAILROAD EQUIPMENT

- 6 Brakeman
- 6 Oiler
- 6 Switchman
- 6 Motorman
- 6 Ballast Jack Tamper Operator
- 5 Locomotive Operator
- 5 Ballast Regulator Operator
- 5 Ballast Tamper Multi-Purpose Operator
- 5 Track Liner Operator
- 5 Tie Spacer Operator
- 5 Shuttle Car Operator

REMOTE CONTROL

- 2 Remote controlled earth-moving equipment

REPAIRMEN, Heavy Duty

- 6 Parts Man (Tool Room)
- 6 H.D. Repairman Assistant
- 6 Welder's Assistant
- 4 Diesel-Electric Engineer (Plant or Floating)
- 4 Bolt Threading Machine Operator
- 4 Drill Doctor (Bit Grinder)
- 4 H.D. Mechanic
- 4 H.D. Welder
- 4 Machine Tool Operator
- 4 Combination H.D. Mechanic-Welder, when dispatched and/or when required to do both
- 4 Welder - Certified, when dispatched and/or required

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

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

RUBBER-TIRED SCRAPERS

- 4 Rubber-tired Scraper Operator, single engine, single scraper
- 4 Self-loading, paddle wheel, auger type under 15 cu. yd.
- 4 Rubber-tired Scraper Operator, twin engine
- 4 Rubber-tired Scraper Operator, with push-pull attachments
- 3 Rubber-tired Scraper Operator with tandem scrapers
- 2 Rubber-tired Scraper Operator, with tandem scrapers, multi-engine
- 4 Self-loading, paddle wheel, auger type 15 cu. yd. and over, single engine
- 3 Self-loading, paddle wheel, auger type, finish and/or 2 or more units

SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR

- 6 Oiler
- 6 Grade Oiler (required to check grade)
- 6 Grade Checker
- 6 Fireman
- 4 Diesel-Electric Engineer
- 4 Stationary Drag Scraper Operator
- 4 Shovel, Dragline, Clamshell, Hoe etc., Operator under 3 cu. yd.
- 4 Grade-all Operator
- 2 Shovel, Dragline, Clamshell, Hoe etc., Operator 3 cu. yd. and over

SIGNALMAN

- 6 Bell Boy, phones, etc., Operator
- 6 Helicopter Radioman (ground)

SURFACING (BASE) MATERIAL

- 6 Roller Operator, grading of base rock (not asphalt)
- 5 Roller Operator, Oiling, C.T.B.
- 6 Tamping Machine Operator, mechanical, self-propelled
- 6 Hydrographic Seeder Machine Operator, straw, pulp or seed
- 5 Rock Spreaders, self-propelled
- 5 Pulva-mixer or similar types
- 4 Blade Mounted Spreaders, Ulrich and similar types
- 5 Chip Spreading Machine Operator
- 5 Lime Spreading Operator

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

SWEEPERS

- 6 Broom Operator, self-propelled
- 5 Sweeper Operator (Wayne type) self-propelled

TRACTOR - RUBBER TIED

- 5 Tractor Operator, rubber-tired, 50 H.P. Flywheel and under
- 4 Tractor Operator, rubber-tired, over 50 H.P. Flywheel
- 4 Tractor Operator, with boom attachment
- 4 Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type)

TRENCHING MACHINE

- 6 Oiler
- 6 Grade Oiler (required to check grade)
- 5 Trenching Machine Operator, maximum digging capacity 3 ft. depth
- 4 Trenching Machine Operator, maximum digging capacity over 3 ft. depth
- 4 Back Filling Machine Operator
- 2 Wheel Excavator
- 2 Canal Trimmer
- 2 Band Wagon (in conjunction with wheel excavator)

TUNNEL

- 4 Mucking Machine Operator
- 6 Conveyor Operator (any type)
- 4 Shield Operator
- 6 Air Filtration Equipment Operator
- 6 Dinkey Operator
- 6 Oiler
- 4 Tunnel Boring Machine Operator

WELDING MACHINES

- 6 Welding Machine Operator

UNDERWATER EQUIPMENT

- 2 Underwater Equipment Operator, remote or otherwise, when used in construction work

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
ROOFERS			SHEETMETAL WORKERS			
(Installation and removal of sheet metal roofing is done by sheetmetal workers.)						
Area 1:			Area 1	20.39	6.64	
o Roofers	17.89	4.60	(Add \$0.75 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)			
o Handling coal tar pitch	19.68	4.60				
Area 2:			Area 2	18.51	5.03	
o Roofers	16.54	5.38	(Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 feet or more)			
(Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)			(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)			
Area 3:			Area 3	22.22	6.27	
o Roofers	14.85	3.33	(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask)			
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)			(Add \$1.00 to base rate for work where employee is required to wear a fresh air mask due to nuclear related work)			
Area 4:			(Add \$.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground)			
o Roofers	16.00	4.85	Area 4	17.96	4.67	
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)			Area 5	17.75	4.88	
Area 5:			<u>Area 1</u>			
o Roofers	16.50	5.42	Benton	Gilliam	Linn	Tillamook
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)			Clackamas	Grant	Marion	Wasco
<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	Clatsop	Harney	Multnomah	Washington
Baker	Multnomah	Benton	Columbia	Hood River	Polk	Wheeler
Clackamas	Sherman	Coos	Crook	Jefferson	Sherman	Yamhill
Clatsop	Tillamook	Crook	Deschutes	Lincoln		
Columbia	Wasco	Curry				
Jefferson	Washington	Deschutes				
Gilliam	Wheeler	Douglas				
Grant		Harney				
Hood River		Jackson				
		Josephine				
<u>Area 3</u>	<u>Area 4</u>	<u>Area 5</u>	<u>Area 2</u>	<u>Area 3</u>	<u>Area 4</u>	<u>Area 5</u>
Malheur	Umatilla	Morrow	Baker	Morrow	Douglas	Coos
	Union		Malheur	Umatilla	Jackson	Curry
	Wallowa			Union	Josephine	
				Wallowa	Klamath	
					Lake	
					Lane	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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SOFT FLOOR LAYERS 17.58 4.93 + a

a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.

SPRINKLER FITTERS 21.40 6.13

TENDERS TO MASON TRADES

o Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.
16.86 4.97
(Add \$0.50 to base rate for refractory work)
(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)

TENDERS TO PLASTERERS 16.50 4.97

TILE SETTER 19.55 5.43

(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.)

TILE, TERRAZZO, BRICK & MARBLE FINISHERS

o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.
14.84 3.95
(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.)
(Add \$0.75 to fringe for refractory repair work.)

TRUCK DRIVERS

Zone 1 (Base Rate):

o Group 1	18.57	6.14
o Group 2	18.69	6.14
o Group 3	18.82	6.14
o Group 4	19.07	6.14
o Group 5	19.29	6.14
o Group 6	19.44	6.14
o Group 7	19.64	6.14

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.

Zone Differential for 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.

Reference Cities

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	

Work Group

A-Frame or Hydra-lift Truck w/load bearing surface	1
Battery Rebuilder	1
Bus or Man-Haul Driver	1
Concrete Buggies (Power operated)	1
Drivers and Helpers handling sacked cement--add 15¢ per hour	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
TRUCK DRIVERS (continued)		
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:		
Up to and inc. 10 cu. yds.	1	
Over 10 cu. yds. and inc. 30 cu. yds.	3	
Over 30 cu. yds. and inc. 50 cu. yds.	4	
Over 50 cu. yds. and inc. 60 cu. yds.	5	
Over 60 cu. yds. and inc. 80 cu. yds.	6	
Over 80 cu. yds. and inc. 100 cu. yds.	7	
Dumpsters or Similar Equipment--all sizes	2	
Flaherty Spreader Driver or Leverman	2	
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 transporting equipment or wet or dry materials	2	
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.	1	
Lumber Carrier, Driver-Straddle Carrier--used in loading, unloading and transportation of material on job site.	2	
Oil Distributor Driver or Leverman.	2	
Pilot Car	1	
Slurry Truck Driver or Leverman	1	
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.	2	
Over 7 cu. yds. and inc. 11 cu. yds.	3	
Over 11 cu. yds. and inc. 15 cu. yds.	4	
Team Drivers.	1	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
TRUCK DRIVERS (Continued)		
Tireman, full-time basis.	1	
Truck Assistant	1	
Truck Mechanic--Welder--Body Repairman	3	
Truck Mechanic Assistant	1	
Water Wagons (Rated Capacity) up to:		
3000 gallons	1	
3000 to 5000 gallons	2	
5000 to 10,000 gallons.	3	
10,000 to 15,000 gallons	4	
Winch Truck--takes classification of truck on which winch is mounted.		

WELDERS; RIGGERS

Receive rate for craft performing operation to which welding and rigging are incidental.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ASBESTOS WORKERS</u>			<u>BRICKLAYERS/STONEMASONS</u>	19.72	5.28
<u>Installation</u> of insulation on mechanical systems*			<u>CARPENTERS</u>	13.20	3.67
Journeyman Asbestos Worker			<u>CEMENT MASONS</u>	10.00	0
o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.)	20.79	6.01	<u>DRYWALL/WETWALL</u>		
o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.)	20.79	6.01	o Drywall (Accoustical and Drywall Applicator)	18.53	6.32
			o Wetwall (Lather)	17.68	7.17
<u>Removal</u> of insulation on mechanical systems* which are not going to be scrapped.**			<u>ELECTRICIANS</u>		
o Hazardous Materials Handler Mechanic (in any type of project regardless of value)	13.65	3.10	Coos, Curry, Douglas (western portion)		
			o Electricians	20.85	6.42
			Josephine, Douglas (eastern portion)		
			o Electricians	20.75	6.57
			o Cable Splicers	20.75	6.57
			<u>ELEVATOR CONSTRUCTORS</u>		
			o Mechanic	24.53	6.79 + a
			o Helper	17.17	6.59 + a
			o Probationary Helper	12.27	0.33
			a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.		
			<u>GLAZIERS</u>		
				21.32	4.44
			(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
			(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
			<u>INSULATORS (BAT AND BLOWN)</u>	7.85	0
			<u>IRONWORKERS</u>		
			o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.25	8.17
<u>BOILERMAKERS</u>	22.37	8.14	<u>LABORERS</u>		
				9.10	4.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
LIMITED ENERGY ELECTRICIANS			TENDERS TO MASON TRADES		
May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):			o Tenders for Bricklayers 16.86 4.97 (Add \$0.50 to base rate for refractory work) (Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)		
PAINTERS	13.00	0	TENDERS TO PLASTERERS 16.50 4.97		
PLASTERERS			TILE SETTER 19.55 5.43		
o Nozzleman	22.26	4.81	(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.)		
o Swinging scaffold	21.26	4.81	TILE, TERRAZZO, BRICK & MARBLE FINISHERS		
o all other work	20.76	4.81	o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material. 14.84 3.95 (Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.) (Add \$0.75 to fringe for refractory repair work.)		
PLUMBERS & STEAMFITTERS/PIPEFITTERS					
	22.49	6.15	TRUCK DRIVERS		
POWER EQUIPMENT OPERATORS			Zone 1 (Base Rate):		
Backhoes	12.94	1.56	o Group 1	18.57	6.14
Bulldozers	13.50	1.56	o Group 2	18.69	6.14
Loader	13.50	1.56	o Group 3	18.82	6.14
ROOFERS	8.00	0	o Group 4	19.07	6.14
SHEETMETAL WORKERS			o Group 5	19.29	6.14
Coos, Curry	17.75	4.88	o Group 6	19.44	6.14
Douglas, Josephine	17.96	4.67	o Group 7	19.64	6.14
SOFT FLOOR LAYERS	17.58	4.93 + a	Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.		
a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			Zone Differential for Truck Drivers (Add to Zone 1 Rate) Zone 2 .65 Zone 3 1.15 Zone 4 1.70 Zone 5 2.75		
SPRINKLER FITTERS	21.40	6.13			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS																																																												
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(1) Name, Address, And Social Security Number of Employee	(2) Trade Classification (Include group number if applicable)	(3) DAY AND DATE							(4) Total Hours	(5) Basic Hourly Rate Of Pay	(6) Hourly Fringe Benefit Paid As Wage To Employee	(7) Gross Amount Earned	(8) Total Deductions FICA, FED, STATE, ETC.	(9) Net Wage Paid For Week	(10) Hourly Fringe Benefit Paid To Party, Plan, Fund or Program	(11) Name Of Benefit Party, Plan, Fund, or Program
		HOURS WORKED EACH DAY														
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CERTIFIED STATEMENT

I _____ do here by state: _____
 (Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____;
 (Contractor, Subcontractor or Surety) (Building or work)

that during the payroll period 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 as follows: _____

(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 in the contract; that the classification set forth therein for each worker conforms with work performed.

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

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

NAME AND TITLE

SIGNATURE

Note to Contractors: Essential information has been provided on the shaded lines of this form by the contracting agency. You must attach copies of this form to each of your payroll submissions on this project. See the BOLI publication Prevailing Wage Rates for Public Works Contracts in Oregon for instructions on completing this form.

File this form with the contracting agency and send a true copy to the Bureau of Labor and Industries, Wage and Hour Division, 800 NE Oregon St. #32, Portland, OR 97232.
 FORM WH-38S (REV 8/93)

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM,
WH-38 (Rev 1/94)

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 benefits to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringe benefits.

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 fringe benefits, and provides for the contractor's representation in the payroll/certified statement that he/she is paying other benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the form follow:

Fill in the box at the top of the form. Fill in the appropriate Prime Contractor or Subcontractor box. Be sure to enter the date the contract was first advertised for bid, if it has not been already entered by the Public Contracting Agency. If you are not sure of this date, contact the Public Contracting Agency.

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 can be listed.

Column 2 - Trade Classifications: List the classification found in the Bureau of Labor and Industries publication "Prevailing Wage Rates for Public Works Contracts in Oregon," which is most descriptive of the work actually performed by the employee. Give the group number for those worker classifications which include such information. Consult the worker classifications and minimum Prevailing Wage Rate schedule set forth in contract specifications. Refer to the appropriate Prevailing Wage Rates in effect at the time the contract was first advertised for bid for information regarding trade classifications, basic hourly rates, and hourly fringe benefits. Indicate which workers are apprentices, if any, and give their current percentage, trade classification, and group number when applicable. If additional worker classifications are deemed necessary, contact the contracting public agency. If an employee works in more than one worker classification, use the highest rate for all hours worked, or use separate line entries to show hours worked, rate of pay, and fringe benefit for each classification.

Column 3

- DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, Sn) in the top row of boxes, and the number of the day of the month below.

- HOURS WORKED EACH DAY: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and all hours worked on legal holidays as defined in ORS 279.334. See ORS 279.334(3) for exceptions to this requirement.

Column 4 - Total Hours: Enter separately the total number of overtime hours and straight time hours worked by each listed classification during this pay period; overtime ("OT") on top, straight time ("S") immediately below.

Column 5 - Basic Hourly Rate of Pay: Enter the basic hourly rate and the overtime hourly rate (if any) paid the employee in the appropriate overtime and straight time boxes. Payment of not less than one and one half times the basic or regular rate paid is required for overtime under ORS 279.334.

Column 6 - Hourly Fringe Benefit Paid as Wages to the Employee: Enter any additional cash paid directly to the employee in lieu of fringe benefits. It is not necessary to pay time and a half for overtime work on those wages which are paid in lieu of fringe benefits.

Column 7 - Gross amount earned: Enter the gross wages earned by the worker in this classification for all listed straight time hours, all listed overtime hours, and including all additional amounts paid directly to the employee.

Column 8 - Total Deductions, FICA, FED, STATE, ETC: Enter the total amount of deductions withheld from each employee for just those hours reported on this payroll/certified statement for this project. All deductions must be in accordance with the provisions of ORS 652.610.

Column 9 - Net Wages Paid for Week: Enter the amount of wage actually paid to the employee after subtracting the total deductions reported in Column 8 from the gross amount earned shown in Column 7.

Column 10 - Hourly Fringe Benefit Paid to Party, Plan, Fund or Program: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund or program for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form.

Column 11 - Name of Benefit Party, Plan, Fund or Program: Enter the name of the party, plan, fund or program that corresponds to the amount shown as an hourly fringe benefit in Column 10.

Summary - In order to determine if the wages and fringe benefits being certified by this statement are sufficient to meet Prevailing Wage Rate requirements, the following check may be performed:

1. Consider each Trade Classification listed in Column 2.
2. For that Trade Classification, take the sum of:
 - a) the Basic Hourly Rate of Pay (Column 5),
 - b) the Hourly Fringe Benefit Paid as Wage to Employee (Column 6),
 - c) and the Hourly Fringe Benefit Paid To Party, Plan, Fund or Program (Column 10).
3. This sum must equal or exceed the sum of the Basic Hourly Rate (including zone pay and special wage differentials, if any) and the Fringe Benefit as they are listed for that Trade Classification in the appropriately dated issue of the Bureau of Labor and Industries publication; Prevailing Wage Rates for Public Works Contracts in Oregon.

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR _____ - _____

PAGE _____ OF _____

(Name of State or Local Government Agency)

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 279.023 generally states that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to that agency that the agency plans to fund in the budget period... If the agency decides to use its own equipment and personnel for constructing projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. **NOTE:** This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 800 NE Oregon St. # 32, Portland, Oregon 97232.

1236

BUREAU OF LABOR AND INDUSTRIES
NOTICE OF AWARD OF PUBLIC WORKS CONTRACT
(For use by Public Agencies in Complying with ORS 279.363)

1. CONTRACTING AGENCY INFORMATION

Name CITY OF NEWBERG 1236
Address .414 E FIRST STREET
City, State, Zip .NEWBERG OR 97132
Agency Representative . PUBLIC WORKS MANAGER Phone 537-1214

2. CONTRACT INFORMATION

Project Name [shaded] Project Number [shaded]
Project Manager Name [shaded] Fax Number [shaded]
Phone [shaded]
Location of Work _____
County _____
Contract Amount _____
Source of Funds (i.e. 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) _____
Date Contract Specifications First Advertised For Bid _____
Date Contract Awarded _____ Date Work Expected to Begin _____

3. PRIME CONTRACTOR INFORMATION

Name [shaded]
Address _____
City, State, Zip _____ Phone _____
Construction Contractors Board Registration Number [shaded]
Workers' Comp Insurance Company _____
Workers' Comp Policy/Binder Number _____

RETURN THIS COMPLETED FORM TO:

Bureau of Labor and Industries
Wage and Hour Division Rm 1160
Prevailing Wage Section
800 NE Oregon # 32
Portland, Oregon 97232
731-4074 ext. 233
Fax Number 731-4623

Please fill out this entire form.
Make sure the information you enter
on the shaded lines matches the infor-
mation you provide your contractors
on the shaded lines of the forms Cer-
tified Payroll (WH-38), and List of
Subcontractors by Project (WH-303).
See instruction sheet for details.

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

LIST OF SUBCONTRACTORS BY PROJECT
For use by Prime Contractors in Complying with
ORS 701.055 (11) and OAR 812-03-000 (14)

PRIME CONTRACTOR NAME _____

Address _____

City, State, Zip _____ Phone _____

PROJECT NAME AND NUMBER _____

Project Location _____

CONTRACTING AGENCY NAME CITY OF NEWBERG Phone 537-1214

<u>SUBCONTRACTOR NAME</u>	<u>CCB REGISTRATION NUMBER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
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The primary contractor shall provide the initial list of subcontractors to the contracting public agency and to the Wage and Hour Division of the Bureau of Labor and Industries, 800 NE Oregon #32, Portland, OR 97232, on the same date that the initial payroll and certified statement form WH-38 is due. The primary contractor will prepare and submit updated lists of subcontractors with each submittal of the payroll and certified statement.

TECHNICAL PROVISIONS
1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director

TECHNICAL PROVISIONS

SECTION 1.00 MOBILIZATION

1.01 Description

This section consists of the preparatory operations necessary to move personnel, equipment, and materials to the project site; establish facilities necessary for the work; for premiums on bond and insurance for the work; for other operations performed or costs incurred before the beginning of the work; and for de-mobilization.

1.02 Materials

The Contractor shall provide all materials required to accomplish the work as specified.

1.03 Construction

The Contractor shall set up construction facilities in a neat and orderly manner within designated or approved work areas.

1.04 Measurement and Payment

a. Lump Sum Basis. When listed in the bid schedule as a pay item, payment for mobilization will be made as follows: the first payment, in the amount of 75% of the mobilization, will be paid when 10% of the work has been completed. The remaining balance for the mobilization will be paid after substantial completion. Mobilization shall not be more than ten percent (10%) of the total contract bid.

b. Incidental Basis. When neither specified nor listed in the proposal for separate payment, mobilization will be considered incidental work for which no separate payment will be made.

TECHNICAL PROVISIONS

SECTION 2.00 ASPHALT CONCRETE

2.01 Scope.

This work shall consist of constructing one or more courses of asphalt concrete pavement on a prepared base in accordance with these specifications, and in reasonably close conformity to the lines, grades, thicknesses and cross-sections shown on the plans or established by the Engineer.

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

Unless otherwise specified herein or in applicable subsections, types and grades of materials shall conform to the current Oregon State Highway Division's "Specifications for Asphalt Materials" for Light Duty asphalt concrete, obtainable from the Engineer of Materials, ODOT, Salem, OR. 97310.

2.10 Aggregate Materials

2.11 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 2.20 of these Specifications.

2.12 Tests.

Aggregates for flexible pavements will be subject to testing for the properties tabulated below. The contractor shall perform quality control testing of their aggregate materials on a periodic basis. The testing shall be of sufficient frequency so as to be representative of the aggregates used on the project. The test reports shall be submitted to the Engineer. The initial test report shall be submitted at the Pre-Construction Meeting.

<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
Sand Equivalent	AASHTO T 176	

TECHNICAL PROVISIONS

Soundness	AASHTO T 104	10% loss maximum
Unit Weight		
Specific Gravity		
- Coarse Aggregate	AASHTO T 85	
- Fine Aggregate	AASHTO T 84	
Liquid Limit	AASHTO T 89	
Plastic Limit	AASHTO T 90	
Friable Particles	AASHTO T 112	
- Coarse Aggregate		1.00% Max
- Fine Aggregate		1.50% Max

2.13 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 form 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 75% (by weight) of fragments which have at least one mechanically fractured face. The sieve analysis of Coarse Aggregate is shown in Table I.

Table I
Sieve Analysis of Aggregate

Percentages of Designated Sizes (by weight)

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

2.14 Fine Aggregate.

That portion of the aggregate passing the 1/4" sieve will 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. Fine Aggregate shall have at least one mechanically fractured face on not less than 60% of the particles (by weight). The sieve analysis of Fine Aggregate is shown in Table I above.

TECHNICAL PROVISIONS

Of the aggregate 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

Aggregate passing the 1/4" sieve shall conform to the following requirements of Liquid Limit and Plastic Limit:

<u>Percent of Material Passing No. 40 Sieve</u>	<u>Liquid Limit Maximum</u>	<u>Plastic Limit Maximum</u>
0 to 5.5	33	6
5.6 to 10.0	30	5
10.1 to 15.0	27	4
15.1 to 20.0	24	3
20.1 to 25.0	21	2
over 25	21	Non-plastic

2.15 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.

2.20 Asphalt Concrete Materials

2.21 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.

TECHNICAL PROVISIONS

2.22 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
Percentages of Total Aggregate (by weight)

Sieve Size Passing	Class "B"	Class "C"	Class "D"
1"	99-100	-	-
3/4"	92-100	99-100	-
1/2"	75-91	90-100	99-100
1/4"	50-70	52-80	85-100
No. 10	21-41	21-46	37-57
No. 40	6-24	8-25	13-29
No. 200	2-7	3-8	4-9
Asphalt Cement*	4-8	4-8	4-8

* Percent of total mix (by weight)

2.23 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> <u>(Plus or Minus Percentage)</u>
Passing 1/4" Sieve or larger	6.0
Passing No. 10 and No. 40 Sieve	5.0
Passing No. 200 Sieve	2.0

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Asphalt Cement	0.5
Temperature of Mix	20°F

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.

2.24 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.

2.25 Asphalt Cement.

Asphalt Cement shall be "Aged Residue" (AR) grades AR-1000, AR-2000, AR-4000, AR-8000, and AR-16000, conforming to those specifications shown in Table IV. AR-4000 shall be the standard grade used in mix designs. The Contractor may utilize a different grade in their mix design, upon approval of the Engineer, when such use is necessary to produce the specified finished pavement.

Table IV

Requirements for Asphalt Cement Viscosity Graded at 140°F (60°C)
(Tests on residue from Rolling Thin-Film Oven Test)

<u>SPECIFICATION DESIGNATION</u>	<u>AASHTO Test</u>	Viscosity Grade				
		<u>AR- 1000</u>	<u>AR- 2000</u>	<u>AR- 4000</u>	<u>AR- 8000</u>	<u>AR- 16000</u>
Absolute Viscosity at 140°F, poise	T-202	750- 1250	1500- 2500	3000- 5000	6000- 10000	12000- 20000
Kinematic Viscosity at 275°F, cs, min.	T-201	140	200	275	400	550
Penetration at 77°F 100g/5sec, min.	T-49	65	40	25	20	20
Percent of original						

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as designated by the Engineer: CSS-1 or CSS-1h.

2.30 Construction

2.31 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.

2.32 Reconditioning Old Roadbed.

This work shall consist of the reconditioning of previously constructed roadbed sub-grades, 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.

2.33 Preparation of Surface.

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. Existing pavement surfaces shall be

TECHNICAL PROVISIONS

cleaned of all loose material, dirt and dust by brooming, by flushing with water or by other approved methods.

2.34 Application of Tack Coat.

The 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, waterproof joint.

Tack coat asphalt shall be applied to existing bituminous and Portland cement concrete surfaces prior to placing asphalt concrete. Apply the tack coat within a range of 0.20 to 0.30 gallons per square yard of surface, and within a temperature range of 125 to 165°F. Tack coat asphalt shall not be applied to any wet surfaces or when the air temperature is less than 60 degrees fahrenheit. 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.

Application of tack coat 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 only be permitted where the distributor truck cannot maneuver, or to touch-up areas applied by distributor truck.

2.35 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.

2.36 Equipment for Hauling and Placing.

Trucks - Vehicles used for hauling asphalt concrete shall have tight, smooth metal bottoms and shall be free from dust, screenings, petroleum oils, volatile or other mineral spirits which may affect the mix being hauled. Trucks shall be equipped with a tarpaulin cover to protect against moisture and against heat loss.

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.

TECHNICAL PROVISIONS

Rollers - Rollers and compactors shall be 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.

2.37 Leveling Course.

At the locations called for on the plans, or designated by the Engineer, the Contractor shall place a leveling course of asphalt concrete on existing pavements prior to construction of the asphalt concrete pavement, for the purpose of leveling existing irregular surfacings. The leveling work shall be a separate operation under the bid item "Leveling Course Asphalt." Use Class D asphalt concrete for the Leveling Course. Leveling material shall be spread by means of a paving machine except in small incidental areas as determined by the Engineer where other suitable equipment may be permitted.

2.38 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.

2.39 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 Section 2.36. 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 one foot. Special care shall be taken at longitudinal joints to provide the required bond and density.

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

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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.

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 uniform speed which will result, as close as practicable, in a continuous spreading and finishing operation. 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. The plan of the work, order of paving, and other details of performance, shall meet with the approval of the Engineer.

2.40 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 Section 2.36. The Contractor shall provide as many rollers or compactors as may be necessary to obtain specified density of the asphalt concrete.

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. Operate rollers at a uniform speed of not more than 3 MPH with the drive roll or drive wheels operated nearest the paver. For breakdown rolling use a tandem-wheeled steel roller. Make at least three complete roller coverages. For intermediate rolling, a tandem-wheeled or a pneumatic-tired wheel roller may be used. Make at least two complete roller coverages. For finish rolling, use a non-vibratory tandem-wheeled steel roller. Continue rolling until roller marks are eliminated.

Rolling shall begin at the sides and progress gradually to the center of the roadway, except that on super elevated 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 compact the asphalt concrete mixture to a density of not less than 96 percent of the density obtained on a laboratory compacted sample based on the Marshall standard laboratory procedure (ASTM D-1559) for

TECHNICAL PROVISIONS

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.

2.41 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 level 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.

2.42 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. The thickness of a regular course, or of a leveling course, shall not exceed the following:

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

2.43 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 centerline 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.

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2.44 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. If measurement is by ton basis, it will be based on the weight tickets delivered by the Contractor to the Inspector on a daily basis.

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SECTION 3.00 SLURRY SEAL

3.01 General.

This specification applies to the mix design, testing, construction, and quality control required for the proper application of an emulsified asphalt slurry seal surface (slurry seal).

3.02 Description.

The slurry seal shall consist of a mixture of approved materials including emulsified asphalt, mineral aggregate, water and specified additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Engineer. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid resistant surface texture.

3.10 Materials

3.11 Asphaltic Emulsion.

The asphalt shall be a cationic quick-setting type CQS-1h, as specified in ASTM D2397, with property limits as shown below. The cement mixing test is waived. The Contractor shall furnish a certified statement from the manufacturer of the emulsion giving the analysis of the base asphalt used in its manufacture.

<u>Properties</u>	<u>Limits</u>
Viscosity at 77°F. Saybolt-Furol	20-100 sec., max.
Asphalt residue by distillation, % wt.	57%, min.
Sieve test, % retained on No. 20 mesh	0.10%, max.
pH	6.5, max.
Settlement, 5 days	1%
Particle charge	Positive
Tests on residue from distillation:	
Penetration at 77°F., 100g., 5 sec.	40-100 cm
Solubility in trichloroethylene, % wt.	97%, min.
Ductility at 77°F.	40 cm, min.

3.12 Aggregate.

The mineral aggregate shall be 100% crushed rock, sound, durable, hard,

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resistant to abrasion and free from lamination, weak cleavages and undesirable weathering. Smooth-textured sand of less than 1.25% water absorption shall not exceed 50% of the total combined aggregate. The aggregate shall be of such character that it will not disintegrate from the action of air, water, or the conditions to be met in handling and placing and shall have a specific gravity of not less than 2.60. It shall be clean and free from deleterious impurities, including alkali, earth, clay, and refuse. The aggregate gradation limits are shown in Table I. The Contractor shall furnish a certified statement from the manufacturer of the aggregate that the gradation conforms to Table I. Aggregate test requirements are listed in Table II.

TABLE I
Gradation Limits of Aggregate (by weight)

<u>Sieve Size</u>	<u>Type II</u> <u>% Passing</u>	<u>Type III</u> <u>% Passing</u>
3/8"	100	100
No. 4	90-100	70-90
No. 8	65-90	45-70
No. 16	45-70	28-50
No. 30	30-55	19-34
No. 50	18-30	12-25
No. 100	10-21	7-18
No. 200	5-15	5-15
Asphalt Content (% of Dry Aggregate wt.)	7.5-13.5	6.5-12

TABLE II
Aggregate Test Requirements

Hardness, AASHTO T96	35% max.
Soundness, AASHTO T104, using NaSO ₄	15% max.
Soundness, AASHTO T104, using MgSO ₄	20% max.
Oregon Degradation	30% max.
Friable Particles, AASHTO T112	1.50% max.
Sand Equivalent, ASTM D2419	55% min.

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3.13 Stockpiling of Aggregates.

The contractor shall be fully responsible for location of and obtaining permission to use stockpile sites. The contractor shall make their own arrangement for its use and assume full responsibility for its rental, preparation, maintenance and cleanup in a manner satisfactory to the City and the property owner. Precautions shall be taken to insure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

3.14 Emulsion Storage.

The contractor shall provide suitable storage facilities for the asphalt emulsion. Suitable heat shall be provided if necessary.

3.15 Mineral Filler.

Portland Cement, hydrated lime, limestone dust, flyash or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

3.16 Water.

Water used with the slurry seal shall be from any domestic supply approved by the City. When water is obtained from City fire hydrants, a permit is required, and the contractor is required to install and use a construction water meter furnished by the City. The meter is for the purpose of accounting for the water used, but there will be no charge for the water. To obtain a meter and permit, contact the Project Inspector.

3.17 Additives.

Additives may be used to accelerate or retard the break-set of the slurry seal, or improve the resulting finished surface. The use of additives in the slurry-mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required, after approval by the Engineer.

3.20 Mix Design

Before work commences, the Contractor shall submit a signed original of the mix design covering the specific materials to be used on the project. This design must have

TECHNICAL PROVISIONS

been performed by a qualified laboratory. Previous lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design. The laboratory report will show the results of tests performed on the individual materials, comparing their values to those required by this specification. The report will show the results of tests on the slurry seal mixture, according to Table III below.

TABLE III
Mix Design Test Requirements

<u>Property</u>	<u>Test</u>	<u>Requirement</u>
Slurry Seal Consistency	ISSA T106	2-3 cm
Excess Asphalt	ISSA T109	50-70 gms/sq ft
Wet Stripping Test	ISSA T114	Pass
Compatibility	ISSA T115	*Pass
Quick Set Emulsion	ISSA T102	**Pass
Wet Track Abrasion	ASTM D3910	75 gms/sq ft, max.

* Mixing tests must pass at the maximum expected air temperature

** Using job aggregate

The laboratory shall further report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The laboratory report must clearly show the proportions of aggregate, mineral filler (min and max), water (min and max), additive(s) (usage) and asphalt based on the dry aggregate weight.

3.30 Equipment

3.31 General.

The contractor shall furnish and maintain in good operating conditions all tools and equipment necessary to do the work with a minimum of inconvenience to the public, and shall employ sufficient personnel to operate all equipment efficiently and skillfully. The contractor shall have two (2) fully operational mixers for use at the project site at all times. Each unit shall have a capacity of not less than eight (8) cubic yards. The contractor shall have an additional approved slurry machine available for use in the event a slurry machine should break down. Descriptive information on the slurry mixing and applying equipment to be used shall be submitted for approval not less than five (5) days before the work starts.

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3.32 Slurry Mixing Equipment.

The slurry mixing machine shall be a continuous flow mixing unit and be capable of delivering accurately a predetermined proportion of aggregate, water and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be prewet immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together without violent agitation. The mixing machine shall be equipped with metering devices, easily readable, that will accurately measure all raw materials prior to entering pug mill. Each machine shall have an automated system capable of automatically sequencing in all raw materials to insure constant slurry mixture.

3.33 Slurry Spreading Equipment.

Attached to the mixing machine shall be a mechanical type single-squeegee spreader box equipped with flexible material in contact with the pavement to prevent loss of slurry from the box. The box shall be adjustable in width, and shall have baffles, or other suitable means, to insure a uniform application on varying grades and crowns. The box shall be kept clean, so as to prevent build-up of material on the spreader. The type of drag shall be as approved by the Engineer. It shall be cleaned or changed as frequently as needed or when so directed.

3.34 Auxiliary Equipment.

Suitable crack and surface cleaning equipment, barricading equipment, construction signs, hand tools and any support equipment shall be provided as necessary to perform the work.

3.40 **Composition, Rate of Application and Tolerances**

3.41 Composition.

The percentage of each individual material shall be as required by the laboratory report. Adjustments may be required during construction, based on field conditions. The Engineer will give final approval for all such adjustments.

Prior to beginning work, the slurry mixing unit shall be calibrated in the presence of the inspector. Previous calibration documentation covering the same materials as specified for this project may be accepted provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings of

TECHNICAL PROVISIONS

the machine's metering devices. No machine will be allowed to work on the project until the calibration has been completed and accepted by the Inspector. After calibration of each machine a portion of the project shall be done as a test strip for verification of the rate of application. Samples of the slurry seal mixture will be taken and verification made as to mix consistency and portioning.

Acceptance samples of the slurry mixture shall be taken by the contractor in the presence of the Inspector on a random basis. Five samples are required per day or one for every 1000 sq. yds. of pavement, whichever is less. These samples will be tested at the contractor's expense if the Engineer deems necessary, based on the finished appearance and/or quantitative measurements made during the proportioning of the slurry components while mixing and placing. Testing for emulsion content shall be done by the reflex method of AASHTO T164.

3.42 Rate of Application.

The slurry seal mixture shall be of proper consistency at all times so as to provide the amount of mixture required by the surface condition. The rate of application shall be as follows (+/- 15%):

Type II - 13 to 15 lbs. dry aggregate/sq. yd.
Type III - 15 to 18 lbs. dry aggregate/sq. yd.

3.43 Tolerances.

Tolerances for individual materials as well as the slurry seal mixture, in reference to the job mix formula, are as follows:

- | | | | |
|----|---|-----|--------|
| a. | Residual Asphalt Content | +/- | 1% |
| b. | Slurry Consistency | +/- | 0.5 cm |
| c. | Percent of Aggregate Passing Each Sieve | +/- | 4% |
| d. | Percent of Aggregate Passing shall not go from the high end to the low of the specified range of any two successive sieves. | | |

3.50 Traffic Control

The Contractor shall provide and maintain suitable barricades, signs, and flaggers as necessary to ensure the safety and convenience of the public, the slurry sealing crew, and to protect the work. The signing shall conform to the Manual of Uniform Traffic

TECHNICAL PROVISIONS

Control Devices. Detour signing shall be required when collector or arterial streets are closed. Signs shall be moved, replaced, positioned, or removed as required due to changes in the work schedule due to weather or other unforeseen circumstances. Additional signing and/or flaggers may be required at any time during the project, if, in the Engineer's judgement they are needed. If it is determined that the contractor's traffic control is inadequate or incorrect, the engineer may order work stopped until appropriate traffic control is provided by the contractor.

The intent is to close specific areas during the course of the work and for a period thereafter until the Engineer determines that traffic may utilize the new surface. The contractor shall remove all barricades and signs promptly when the Engineer determines the area may be reopened to traffic. No area shall be sealed so as to require closing past 5:00 p.m. without approval of the Engineer. The contractor shall schedule work so that the residents of dead-end streets are not continuously isolated for more than 4 hours.

3.60 Preparation

3.61 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.

3.62 Weed Control.

All existing weed growth in street or gutter shall be killed by application of the chemical herbicide Round Up (or approved equal).

3.63 Existing Utilities.

The contractor shall be responsible for verifying utility locations in the field and taking necessary precautions to protect all existing utilities.

3.64 Public Agency Notification.

Twenty-four (24) hours before starting work on any given group of streets, the contractor is responsible for notifying the Police and Fire Departments of proposed streets to be closed to through traffic.

TECHNICAL PROVISIONS

3.65 Notification of Residents.

"No Parking" signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor, using signs approved by the Engineer. Signs shall be posted every 100 feet apart on both sides of the street that will be affected by the slurry seal construction. On the signs shall be a notice of the day of the week parking is prohibited. For any given street, posted parking prohibition shall be for one working day unless otherwise specifically approved by the Engineer. The signs shall be placed to provide no less than 24 hours nor more than 48 hours notice of the prohibited parking.

A written notice in the form of a door hanger, approved by the Engineer, shall be distributed to each residence or business, using the same schedule as the "No Parking" signs. The notices will advise the residents of the parking restrictions, and will provide general information concerning the slurry seal.

Towing of parked vehicles which conflict with the work will be coordinated by the Inspector, in conjunction with the Police Department. The expense of towing parked vehicles will be borne by the City, provided that the contractor has used the signing and notification procedures.

3.66 Cleaning.

Immediately prior to applying the slurry seal, the surface shall be cleaned of all loose material, silt spots, vegetation, oil spots, and other objectionable material. The street shall be thoroughly swept from curb face to curb face using a vacuum type street sweeping machine. Water flushing will not be permitted less than 72 hours before slurry seal application. The engineer shall approve the surface preparation prior to sealing.

3.67 Protection of Utility Structures.

All manhole lids, catch basin grates, water and gas valve lids, survey monument lids and survey monuments flush with the surface and any other such utility structures shall be wrapped in plastic sheeting or bags by the Contractor sufficiently tight to allow the slurry application over such appurtenances without adversely affecting the final finish. All non-painted traffic control devices, such as buttons, reflectors, and plastic markings, shall be protected by the Contractor from coating by slurry seal mixture. The Contractor shall take preventative or corrective measures to insure that no residual slurry seal remains on utility structures located in the project area. If necessary, after slurry seal

TECHNICAL PROVISIONS

has been applied, utility structures shall be cleaned of slurry residual.

3.68 Personnel.

The contractor's foreman shall be a full-time supervisor, not dedicated to a specific task of the slurry application. The foreman shall be available at all times during the work day for consultation with the City's Inspector. The contractor shall maintain sufficient staff and communications facilities to receive and respond to complaints from the public concerning their work, and to immediately inform the foreman of conditions which require prompt attention.

3.69 Air Pollution Control.

The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.); and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

3.70 Dust Control.

The contractor shall assume all responsibility for dust control and shall furnish labor and materials to prevent the creation of dust damage and nuisance to persons and property. Any claim resulting therefrom shall be the responsibility of the contractor. Full payment for control of dust shall be included in the price.

3.80 Application

3.81 Weather Limitations.

No slurry shall be applied when the weather forecast exceeds 50 percent (50%) probability of rainfall; when the air or pavement temperature is not higher than 55 degrees F. (55°F) and falling; or when the weather conditions would prolong the curing beyond a reasonable time. Slurry may be applied when the air and pavement temperatures are 55 degrees F. (55°F.) and rising.

3.82 General.

The limits of slurry seal to be applied are shown on Standard Drawing ST-21.

The surface shall be prewet by fogging directly preceding the application for the slurry when required by local conditions. Water used in pre-wetting the surface shall be

TECHNICAL PROVISIONS

applied such that the entire surface is damp with no apparent flowing water in front of the slurry box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity and dryness of the pavement surface.

The slurry mixture shall be of the desired consistency upon leaving the mixer and no additional materials shall be added. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling or unmixed aggregate shall be permitted. No streaks, such as those caused by oversized aggregate, shall be left in the furnished surface. If streaks develop, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected.

3.83 Joints and Edges.

No excessive buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. The overlap at joints will not exceed 2" and shall be feathered. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. On the pass next to the gutter, the slurry seal shall be matched to the gutter edge. Edges of the limits of slurry seal application on both sides of the street shall be maintained in a neat and uniform line.

3.84 Mix Stability.

The slurry mixture shall possess sufficient stability so that premature breaking of the slurry seal in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

3.85 Hand Work.

Areas which cannot be reached with the slurry seal machine shall be surfaced using hand squeegees to provide complete and uniform slurry seal coverage. The area to be handworked shall be lightly dampened prior to mix placement and the slurry worked immediately. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

TECHNICAL PROVISIONS

3.86 Clean-up.

The Contractor shall remove any debris associated with the performance of the work, on a daily basis.

3.90 Measurement and Payment

3.91 Measurement.

Slurry Seal shall be measured by the square yard, in place, and constructed in accordance with these specifications. Pavement areas shall be obtained from the City's Pavement Management System database. A delivery ticket shall be provided for each load of material delivered. The ticket shall show the date, time, and location of delivery; and, as appropriate, certified net quantities of aggregate or emulsion.

3.92 Payment.

The unit price paid per square yard for slurry seal shall constitute full compensation for furnishing all labor, equipment, materials and supplies required in the construction of this bid item, in place, complete, including the preparation of existing surfaces and protecting the slurry seal until it has set. All costs incurred by reason of, or in connection with this contract including hauling, stockpiling, placing, clean-up, demolition and all other incidentals necessary to complete all work shall be included in the respective prices for slurry seal.

TECHNICAL PROVISIONS

SECTION 4.00 PRE-LEVELING ASPHALT

4.01 Scope.

This bid item shall consist of placing asphalt concrete Class "D" mix on certain areas, prior to the slurry seal, in order to restore the pavement cross-slope, and repair settlement from utility cuts or other low spots that have accumulated over time.

4.10 Preparation

Areas to be pre-leveled will be marked with white paint by the Inspector. An approved herbicide shall be applied to all vegetation a minimum of seven days in advance of the construction. All vegetation shall then be removed from the work area. 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.

4.20 Notification

"No Parking" signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor, using signs approved by the Engineer. Signs shall be posted every 100 feet apart on both sides of the street that will be affected by the slurry seal construction. On the signs shall be a notice of the day of the week parking is prohibited. For any given street, posted parking prohibition shall be for one working day unless otherwise specifically approved by the Engineer. The signs shall be placed to provide no less than 24 hours nor more than 48 hours notice of the prohibited parking.

A written notice in the form of a door hanger, approved by the Engineer, shall be distributed to each residence or business, using the same schedule as the "No Parking" signs. The notices will advise the residents of the parking restrictions, and will provide general information concerning the slurry seal.

Towing of parked vehicles which conflict with the work will be coordinated by the Inspector, in conjunction with the Police Department. The expense of towing parked vehicles will be borne by the City, provided that the contractor has used the signing and notification procedures.

TECHNICAL PROVISIONS

4.21 Public Agency Notification.

Twenty-four (24) hours before starting work on any given group of streets, the contractor is responsible for notifying the Police and Fire Departments of proposed streets to be closed to through traffic.

4.30 **Construction**

Refer to Section 2.00 for the Asphalt Specifications.

4.40 **Measurement and Payment**

Measurement will be made on a ton basis, and will be based on the weight tickets delivered by the Contractor to the Inspector on a daily basis. Payment shall include full payment for preparation, tack coat, signing, traffic control, and notification of residents.

TECHNICAL PROVISIONS

SECTION 5.00 PAVEMENT REPAIR

5.01 Scope.

This bid item shall consist of cutting out, excavating and re-constructing sections of asphalt pavement that show serious structural distress from traffic. Typical areas measure (approximately) 5' x 10' up to 10' x 50'.

5.10 Preparation

Areas to be repaired will be marked with white paint by the Inspector. 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.

5.20 Notification

"No Parking" signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor, using signs approved by the Engineer. Signs shall be posted every 100 feet apart on both sides of the street that will be affected by the slurry seal construction. On the signs shall be a notice of the day of the week parking is prohibited. For any given street, posted parking prohibition shall be for one working day unless otherwise specifically approved by the Engineer. The signs shall be placed to provide no less than 24 hours nor more than 48 hours notice of the prohibited parking.

A written notice in the form of a door hanger, approved by the Engineer, shall be distributed to each residence or business, using the same schedule as the "No Parking" signs. The notices will advise the residents of the parking restrictions, and will provide general information concerning the slurry seal.

Towing of parked vehicles which conflict with the work will be coordinated by the Inspector, in conjunction with the Police Department. The expense of towing parked vehicles will be borne by the City, provided that the contractor has used the signing and notification procedures.

5.21 Public Agency Notification.

Twenty-four (24) hours before starting work on any given group of streets, the

TECHNICAL PROVISIONS

contractor is responsible for notifying the Police and Fire Departments of proposed streets to be closed to through traffic.

5.30 Construction

The work shall be performed in accordance with Standard Drawing ST-23, "Asphalt Pavement Repair". Refer to the Section 2.00 for the asphalt specifications.

5.40 Measurement and Payment

Measurement and payment will be on a square yard basis of the completed pavement repair, and shall include full payment for preparation, signing, traffic control, and notification of residents.

TECHNICAL PROVISIONS

SECTION 6.00 CRACK SEALING

6.01 Scope.

This bid item consists of furnishing all labor, equipment and materials necessary for the sealing of pavement cracks and the pavement/gutter joint using a polymer modified asphalt sealant, on designated streets.

6.02 Traffic Control.

The contractor shall provide adequate signing and flaggers to ensure the work zone is properly identified in compliance with the Manual on Uniform Traffic Control Devices. One-half of a street may be closed at a time. Use "Lane Closed-Detour" signs, and place cones along the centerline. Streets shall be posted "No Parking" from 7:00 a.m. to 6:00 p.m., 24 hours in advance. Towing of parked vehicles which conflict with the work will be coordinated by the Inspector, in conjunction with the Police Department. The expense of towing parked vehicles will be borne by the City, provided that the contractor has used the signing procedures.

6.03 Street Surface Preparation.

All streets to be cracked sealed shall have an approved herbicide applied to all vegetation in the street, including cracks and curbs, a minimum of seven days in advance of cleaning. All vegetation shall then be removed from the roadway. All cracks to be sealed shall then be thoroughly cleaned of all vegetation, dirt and foreign material below street surface grade.

A compressed air hot-lance capable of providing a minimum of 10 to 15 CFM at 50 to 175 PSI and a heat range of 600°F to 2,200°F shall be used to clean the crack to a depth of one (1) inch immediately before application of sealant material. The compressor shall be equipped with a filter to filter out water and oil from the compressed air line. Care must be taken to prevent burning of the asphaltic concrete. All cleaning of road and cracks shall be considered incidental to the contract.

6.04 Polymer Modified Asphalt-Rubber Sealant.

The material to be used in this project shall be of a hot-pour type which meets or exceeds ASTM D1190 specification, and contains no vulcanized rubber particles. Additionally, the material must be compatible for use following the cleaning and application methods herein specified. Prior to use, the contractor shall submit the following information

TECHNICAL PROVISIONS

to the Engineer for approval: manufacturer's specifications and application recommendations, and the material safety data sheet.

6.05 Application Equipment.

The equipment to mix and apply the sealant shall be mounted on a trailer or truck legal for street use and provide a heating kettle of sufficient design and capacity to properly heat and maintain enough sealant material for four hours application. The equipment shall comply with the sealant manufacturer's recommendation.

6.06 Temperature Limitations.

The sealant material shall be applied following the manufacturer's specifications for mixture temperature. No material shall be prepared or applied until the ambient temperature is 50 degrees Fahrenheit or greater and the pavement temperature is 45 degrees Fahrenheit or greater. In the event the pavement temperature drops below 45 degrees, application will be suspended.

6.07 Mixing/Heating.

The sealant material shall be prepared, heated, and applied consistent with the manufacturer's specifications. When the engineer is satisfied that the mix has reached the desired temperature and consistency, application shall immediately proceed.

6.08 Application.

The sealant material shall be applied slowly and smoothly from the bottom of the crack upward in a manner which will not result in air entrapment or pocketing. The material will be brought up flush with the surface where a "U" shaped squeegee will be used to remove any excess, and to create an overlap of the adjacent surfaces. This overlap shall not exceed 1.0 inch on each surface nor shall it be less than 0.5 inches. Sufficient time shall be allowed for curing of the sealant before any vehicular traffic is allowed to resume. If traffic results in lifting or transfer of the material, the contractor shall immediately repair the damage and again allow for proper curing.

6.09 Measurement and Payment.

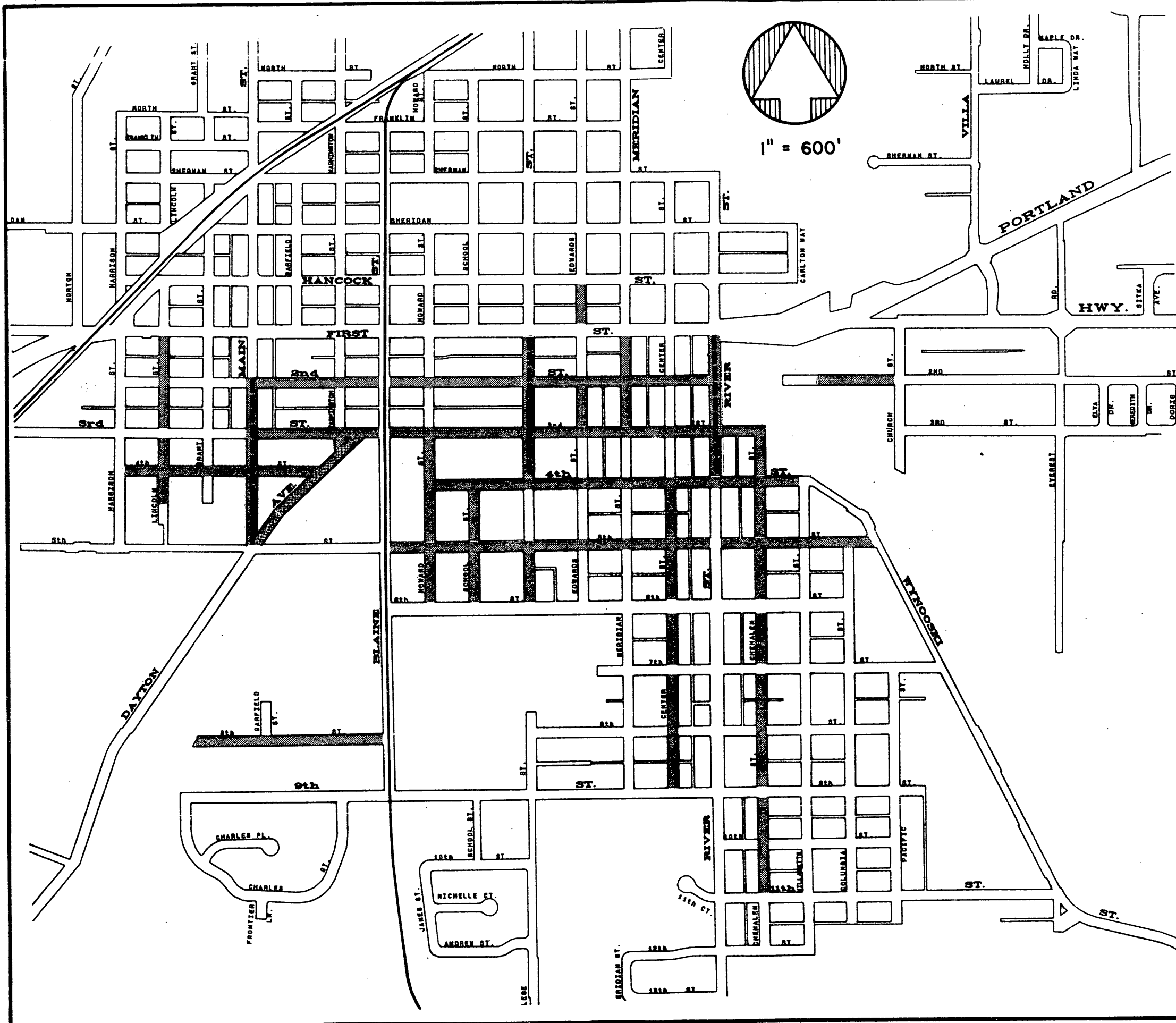
Measurement and payment for Crack Sealing will be by linear centerline foot of street. Street lengths will be obtained from the City's Pavement Management System database. Intersections will be counted only once.

PROJECT INFORMATION

**1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON**



July, 1994

**Greg Scoles
Community Development Director**



1994 SLURRY SEAL PROJECT

LEGEND

-  TYPE 3 SLURRY SEAL
-  SIGNED DETOUR

PROJECT MAP

CITY of NEWBERG

ENGINEERING DEPT.

1994 SLURRY SEAL PROJECT

Table of Streets

STREET NAME	BEGIN	END	WIDTH (FT)	LENGTH (FT)	AREA (SY)
Center	Sheridan	9th	28-32	1,710	5,950
Chehalem	3rd	11th	16-32	2,590	8,610
College [1]	1st	6th	40	1,230	4,870
Dayton [2]	3rd	5th	32	740	2,650
Edwards [3]	Hancock	3rd	24-35	540	1,080
Howard	3rd	6th	28	970	3,010
Lincoln	1st	End Pvmnt	32	900	3,210
Main	2nd	5th	36	970	3,840
Meridian	1st	2nd	24-35	520	1,730
River	1st	4th	38	900	3,740
School	4th	6th	28	670	2,080
2nd	Church	Dead End	32	470	1,680
2nd	Main	River	36-40	2,670	11,210
3rd	Main	Chehalem	17	2,900	7,900
4th	Harrison	Dayton	32	1,120	3,850
4th	Howard	Willamette	40	2,310	8,990
5th	Blaine	Wynoski	28	2,860	9,050
8th	Blaine	Dead End	32	970	3,450
				25,040	86,900

NOTES:

1. Omit 4th to 5th
2. Includes Washington Street, 3rd to Dayton
3. Omit 1st to 2nd

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
Center Street:			
14 + 65			North curb, 4th St.
15 + 06	16	15	Catch basin
15 + 29		1	Manhole
18 + 29			North curb, 5th St.
18 + 62		14	Manhole
21 + 50		15	Catch basin
21 + 99			North curb, 6th St.
23 + 54	15		Water valve
23 + 55	15		Water valve
25 + 58		17	Catch basin
25 + 61	12		Manhole
25 + 65	19		Catch basin
25 + 84	0		C/L monument box at 7th St.
28 + 59	12		Manhole
29 + 17	17	17	Catch basin
29 + 35		6	Manhole
29 + 43	0		C/L monument box at 8th St.
29 + 68	17	17	Catch basin
33 + 03	0		C/L monument box at 9th St.
=====			
Chehalem Street:			
0 + 00	0		C/L monument box at 11th St.
2 + 95		14	Water valve
3 + 06	0		Manhole
3 + 09	0		C/L monument box at 10th St.
5 + 95		15	Water valve
6 + 01			South curb, 9th St.

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
6 + 18	0		Manhole
9 + 61		14	Water valve
9 + 62		15	Water valve
9 + 63		14	Water valve
9 + 64		14	Water valve
9 + 77	0		C/L monument box at 8th St.
9 + 83		1	Manhole
13 + 16		18	Water valve
13 + 33	0		Manhole
13 + 36	0		C/L monument box at 7th St.
13 + 63		17	Catch basin
16 + 90	0		Manhole
17 + 06	0		C/L monument box at 6th St.
20 + 75	0		C/L monument box at 5th St.
24 + 14			South curb, 4th St.
24 + 54			North curb, 4th St.
25 + 42	9		Catch basin
25 + 43		9	Catch basin
27 + 24			South curb, 3rd St.
=====			
College Street:			
0 + 00			North curb, 6th St.
0 + 06		14	Water valve
3 + 51	0		C/L monument box at 5th St.
7 + 11	0		C/L monument box at 4th St.
7 + 27		10	Water valve
7 + 28		8	Water valve
10 + 13	0		C/L monument box at 3rd St.

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
10 + 32		18	Water valve
12 + 93		19	Water valve
12 + 94		17	Water valve
13 + 12	0		C/L monument box at 2nd St.
13 + 36		16,19	Water valve
14 + 57		5	Manhole
15 + 10		9	Water valve
15 + 68		10	Water valve
15 + 84			South curb, 1st St.
=====			
Dayton Ave.:			
0 + 00	0		C/L monument box at 3rd St.
0 + 18	0		South curb, 3rd St.
1 + 73	0		1" IP at C/L Washington St.
3 + 21	0		C/L monument box at 4th St.
3 + 88	13		Water valve
3 + 90	15		Water valve
5 + 34	5		Manhole
6 + 84		3	Clean-out
8 + 83			North curb line, 5th to Main.
9 + 37	0		C/L monument box at 5th St.
=====			
Edwards Street:			
0 + 00			North curb, 1st St.
0 + 12		12	Water valve
0 + 16		9	Water valve
1 + 23	6		Manhole
1 + 83	13		Telephone manhole
2 + 50			South curb, Hancock St.

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	

Edwards Street:			
0 + 00	0		C/L monument box at 3rd St.
0 + 14	16		Catch basin
2 + 76		13	Water valve
3 + 00	0		C/L monument box at 2nd St.
=====			
Eighth (8th) Street:			
0 + 00			West curb, Blaine St.
0 + 13	0		Clean-out
1 + 59	0		Manhole
3 + 92		15	Water valve
4 + 07	0		Manhole
7 + 04	0		C/L monument box at Garfield St.
7 + 07	1		Manhole
7 + 19		17	Water valve
9 + 05	0		Manhole
9 + 11		15	Water valve
9 + 50			End curb and pavement
=====			
Fifth (5th) Street:			
0 + 00			East curb, Blaine St.
0 + 80		9	Water valve
2 + 19		10	Water valve
2 + 41	0		1" IP at C/L Howard St.
2 + 43		17	Manhole
2 + 63		9	Water valve
4 + 87		8	Water valve
5 + 02	0		1" IP at C/L School St.
5 + 10		11	Water valve
5 + 12		11	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
8 + 33	0		C/L monument box at College St.
8 + 43		9,11	Water valve
11 + 21		10	Water valve
11 + 34	22		Catch basin
11 + 35			West curb, Edwards St.
11 + 43	4		Manhole
11 + 64		12	Water valve
13 + 96			West curb, Meridian St.
14 + 03		18	Manhole
14 + 25		8,14	Water valve
16 + 39	15		Catch basin
16 + 56			West curb, Center St.
16 + 70		18	Manhole
17 + 02	15		Catch basin
19 + 17		14	Water valve
19 + 19		9	Water valve
19 + 31	0		C/L monument box at River St.
19 + 37	6		Manhole
19 + 50	16		Catch basin
19 + 61		15	Catch basin
19 + 95		15	Catch basin
21 + 71		11	Water valve
21 + 77	6		Manhole
21 + 91	0		C/L monument box at Chehalem St.
24 + 30	17		Catch basin
24 + 31		9	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
24 + 39	6		Manhole
24 + 51	0		C/L monument box at Willamette St.
24 + 72	17		Catch basin
24 + 79		11	Water valve
27 + 11	0		C/L monument box at Columbia St.
27 + 25		11	Water valve
27 + 26		12	Water valve
28 + 42	15		Catch basin
28 + 61		14	Gas valve
28 + 65		12	Water valve
28 + 61			West curb line, Wynooski St.
=====			
Fourth (4th) Street:			
0 + 00	0		C/L monument box at Harrison St.
2 + 60	0		C/L monument box at Lincoln St.
2 + 80		14	Water valve
2 + 81		15	Water valve
2 + 82		14	Water valve
5 + 02		4	Manhole
5 + 20	0		C/L monument box at Grant St.
6 + 90		4	Clean-out
7 + 80	0		5/8" IR at C/L Main St.
7 + 99		17	Catch basin
8 + 00		17	Catch basin
11 + 91	0		C/L monument box at Dayton Ave.
=====			
Fourth (4th) Street:			
0 + 00			West curb, Willamette St.
0 + 00	22		Catch basin

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
0 + 11		6	Manhole
0 + 15	16		Water valve
0 + 19	12		Water valve
2 + 29			East curb, Chehalem St. (S)
2 + 33	12		Water valve
2 + 45		6	Manhole
4 + 96		6	Manhole
5 + 03	0		C/L monument box at River St.
5 + 20	12	11	Water valve
5 + 22	15		Water valve
7 + 45	21	22	Catch basin
7 + 48			East curb, Center St.
7 + 52	0		Manhole
7 + 72		6	Manhole
7 + 80		22	Catch Basin
7 + 81	21		Catch basin
10 + 05		22	Catch basin
10 + 06		11	Water valve
10 + 07			East curb, Meridian St.
10 + 39		22	Catch basin
12 + 67			East curb, Edwards St.
12 + 73		17	Water valve
12 + 89	10		Manhole
12 + 98		23	Catch basin
13 + 01	21		Catch basin
15 + 87		17	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
15 + 89		18	Water valve
15 + 97	0		C/L monument box at College St.
16 + 29		13	Water valve
19 + 26	0		C/L monument box at School St.
19 + 39	14		Water valve
21 + 44	12		Water valve
21 + 70	13		Water valve
21 + 70			East curb, Howard St.
=====			
Howard Street:			
0 + 00	0		C/L monument box at 3rd St.
0 + 16	14		Catch basin
1 + 31	0		Waterball anchor
2 + 81	0		Waterball anchor
2 + 93			North curb, 4th St.
2 + 97	12		Water valve
3 + 21	15		Water valve
6 + 35	15		Catch basin
6 + 68	0		1" IP at C/L 5th St.
6 + 85	1		Manhole
10 + 06	15		Catch basin
10 + 19			North curb, 6th St.
=====			
Lincoln Street:			
0 + 00			South curb, 1st St.
0 + 03	14	13	Catch basin
2 + 79	0		C/L monument box at 2nd St.
2 + 93		15	Water valve
2 + 96		16	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
5 + 79	0		C/L monument box at 3rd St.
7 + 98	0		C/L monument box at 4th St.
9 + 78			End curb and pavement
=====			
Main Street:			
0 + 00			North curb, West 5th St.
0 + 64		15	Water valve
2 + 40		1	Monument box
4 + 17		17	Water valve
4 + 19		21	Catch basin
4 + 22		16,18	Water valve
4 + 23		17	Water valve
4 + 37		1	5/8" IR at C/L 4th St.
4 + 55		20	Catch basin
6 + 41		12	Water valve
6 + 56		1	C/L monument box at 3rd St.
6 + 72		17	Water valve
9 + 34	18		Catch basin
9 + 39		20	Water valve
9 + 56	0		C/L monument at 2nd St.
9 + 75	18		Catch basin
=====			
Meridian Street:			
0 + 00			South curb, 1st St.
0 + 15	15		Water valve
1 + 10		7	Manhole
2 + 50			North curb, 2nd St.
=====			
Meridian Street:			
0 + 00			South curb, 2nd St.
0 + 01		22	Catch basin

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
2 + 65	17	16	Catch basin
2 + 67			North curb, 3rd St.
=====			
River Street:			
0 + 00			South curb, 1st St.
0 + 03		3	Telephone manhole
0 + 13		24	Catch basin
2 + 45		2	Telephone manhole
2 + 51	0		Manhole
2 + 68	0		C/L monument box at 2nd St.
2 + 90		17	Water valve
2 + 98		20	Catch basin
3 + 00	20		Catch basin
5 + 49	16		Gas valve
5 + 53		17	Water valve
5 + 68	0		C/L monument box at 3rd St.
5 + 81	16		Gas valve
5 + 83	14		Gas valve
5 + 89		17	Water valve
8 + 67			C/L monument box at 4th St.
=====			
School Street:			
0 + 00			North curb, 6th St.
0 + 13		15	Catch basin
3 + 41		9,11	Water valve
3 + 43	17		Water valve
3 + 51	0		1" IP at C/L 5th St.
3 + 82		15	Catch basin
7 + 10			C/L monument box at 4th St.

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	

Second (2nd) Street:			
0 + 00	0		C/L monument box at Church St.
0 + 18	12		Water valve
0 + 20		15	Water valve
4 + 41			End LT curb
4 + 82			End RT curb
=====			
Second (2nd) Street:			
0 + 00	0		C/L monument box at Main St.
0 + 20		17	Water valve
0 + 34		16	Water valve
4 + 98	22		Catch basin
5 + 09		17,20	Water valve
5 + 11		17	Water valve
5 + 20	0		C/L monument box at Washington St.
7 + 42		14	Water valve
7 + 43		17	Water valve
7 + 59	23	24	Catch basin
7 + 61	0		West curb, Blaine St.
7 + 63		22	Water valve
8 + 98		15	Water valve
9 + 65		15	Water valve
9 + 73	0		1" IP
10 + 21	23		Catch basin
10 + 27	18		Manhole
10 + 42	0		C/L monument box at Howard St.
10 + 55		16	Water valve
10 + 57		16	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
10 + 65		21	Catch basin
10 + 70	21		Catch basin
13 + 41	21		Catch basin
15 + 97	21		Catch basin
16 + 30	0		C/L monument box at College St.
16 + 47	18	17	Water valve
16 + 49		19	Water valve
16 + 51	18		Water valve
16 + 59		21	Catch basin
16 + 61	21		Catch basin
19 + 12	21		Catch basin
19 + 24	19		Manhole
19 + 30	15		Telephone manhole
19 + 41	0		C/L monument box at Edwards St.
19 + 54		23	Water valve
19 + 70	21		Catch basin
21 + 75	21		Catch basin
21 + 78		21	Catch basin
21 + 84	16		Manhole
21 + 93	13		Manhole
21 + 88			West curb, Meridian St. (S)
23 + 30	14		Manhole
24 + 31	21	21	Catch basin
24 + 48			West curb, Center St. (S)
24 + 76	23		Water valve
26 + 90	21		Catch basin

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
27 + 19	0		C/L monument box at River St.

Third (3rd) Street:			
0 + 00	0		C/L monument box at Main St.
1 + 30		8	Manhole
5 + 02	14		Catch basin
5 + 13		9	Manhole
5 + 18	0		C/L monument box at Washington St.
5 + 31	14		Water valve
5 + 51	12		Catch basin
6 + 27		10	Manhole
6 + 45	0		C/L monument box at Dayton Ave.
7 + 61	16		Catch basin.
7 + 98			East curb, Blaine St.
8 + 00	19		Catch basin
8 + 00	25		Manhole
8 + 01		13	Catch basin
10 + 29	15		Manhole
10 + 14	18		Water valve
10 + 43	0		C/L monument box at Howard St.
10 + 47		12	Manhole
10 + 56	17	16	Catch basin
16 + 31	0		C/L monument box at College St.
19 + 28	14	16	Catch basin
19 + 38	6		Manhole
19 + 44	0		C/L monument box at Edwards St.
19 + 56	10		Water valve
19 + 61		16	Gas valve

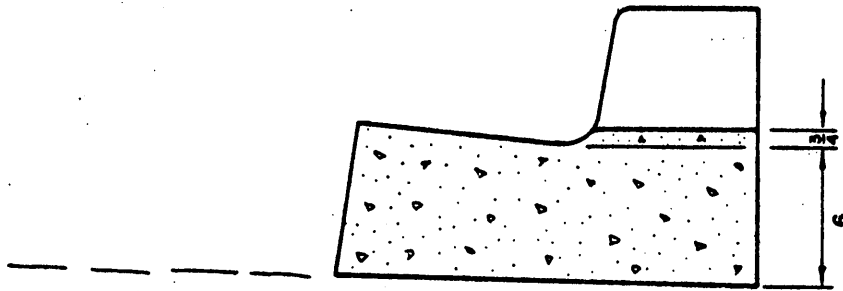
S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
19 + 75		12	Catch basin
21 + 85		15	Catch basin
21 + 89	14		Catch basin
21 + 89			West curb, Meridian St. (S)
22 + 21	14	17	Catch basin
24 + 48		16	Gas valve
24 + 50	17		Catch basin
24 + 50			West curb, Center St. (S)
24 + 77	17		Catch basin
27 + 24	0		C/L monument box at River St.
29 + 75			West curb, Chehalem St.
29 + 84	3		Manhole
30 + 01	7		Catch basin
30 + 14			End pavement
=====			
Washington St.:			
0 + 00	0		C/L monument box at 3rd St.
0 + 33	9		Gas valve
1 + 18	0		1/2" IP at C/L Dayton Ave.
=====			

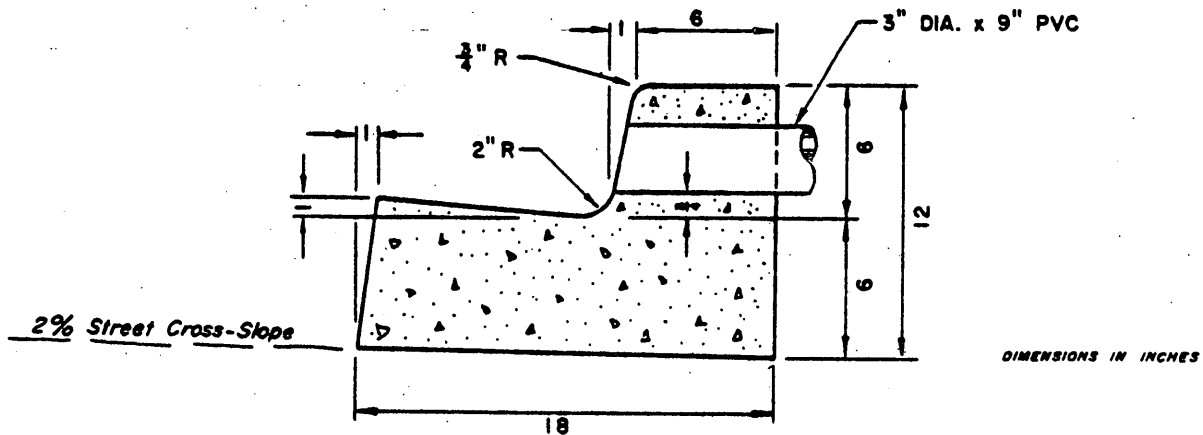
STANDARD DRAWINGS
1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director



CURB and GUTTER AT DRIVEWAY APPROACH



CURB and GUTTER

NOTES

1. Concrete shall have strength of 3000 P.S.I. at 28 days.
2. Transverse contraction joints - Make $\frac{3}{16}$ " x $1\frac{1}{2}$ " deep cut, spaced at 15'. Provide contraction joints at curb return points, catch basins, and driveways.
3. Drainage access through existing curbs shall be drilled out.
4. Weep holes shall slope to the street.
5. Expansion joints shall not be used.
6. Apply curing compound (petroleum base) to fresh concrete to retain moisture.

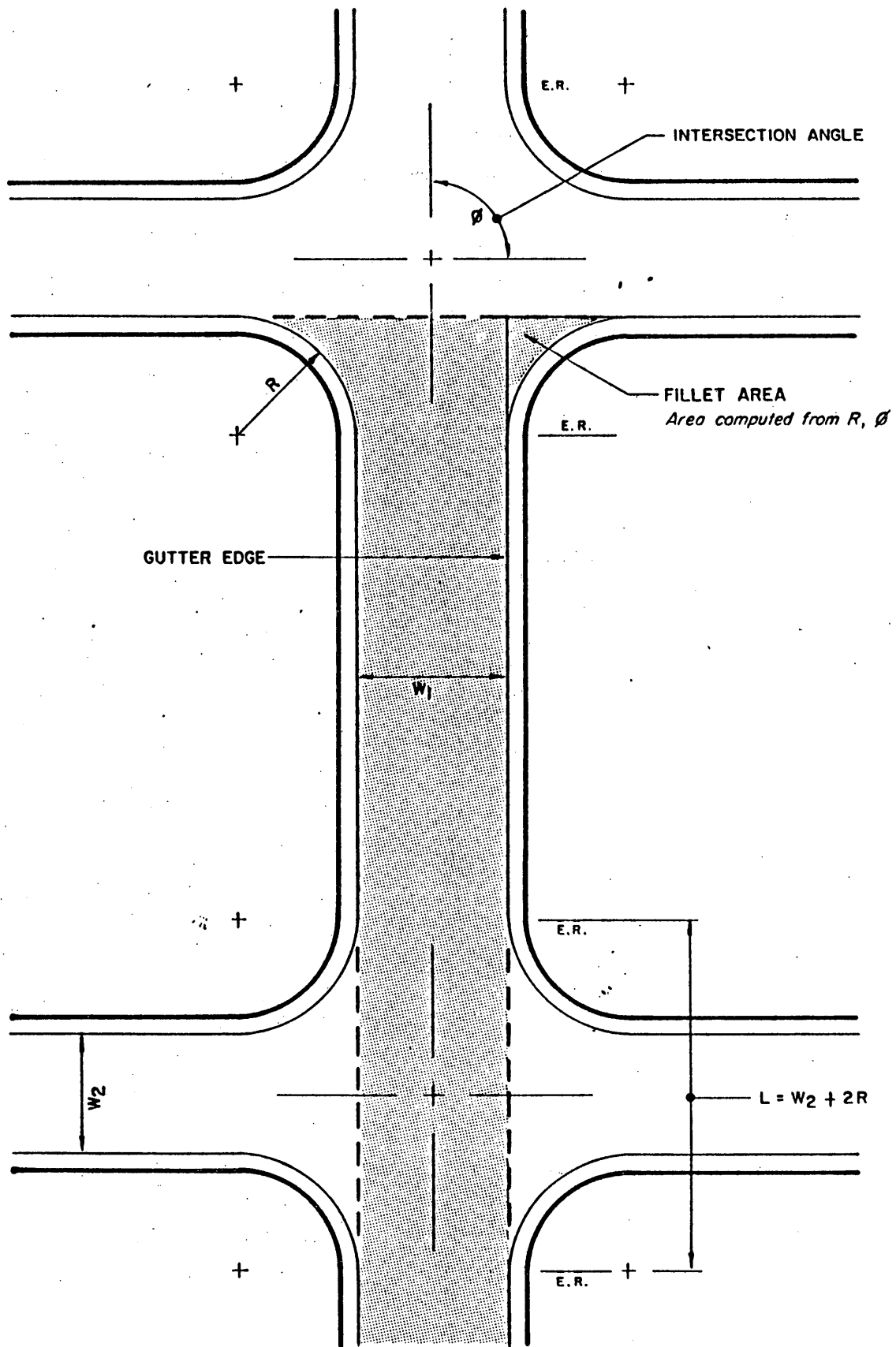
CURB & GUTTER

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD DRAWING NO. ST-4

REVISIONS



PAVEMENT SEAL COAT LIMITS

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD DRAWING NO. **ST-21**

REVISIONS

ENGINEERING DEPT.

CITY OF NEWBERG

STANDARD DRAWING NO. ST-23

REVISIONS

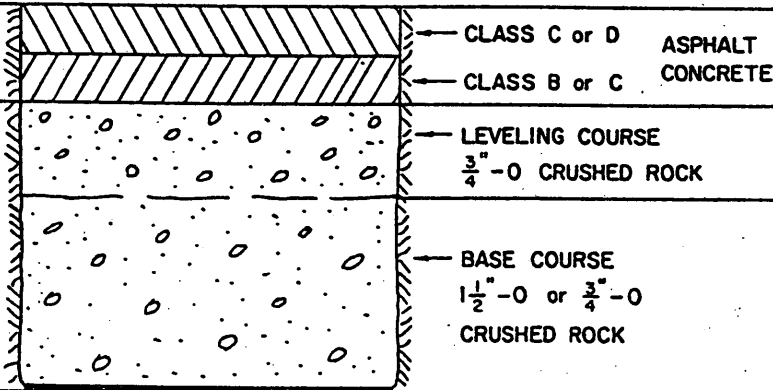
ASPHALT PAVEMENT REPAIR

EXCAVATE EXISTING STREET TO DEPTH SPECIFIED IN TABLE.
REPLACE MATERIAL AS SHOWN BELOW.

REQ'D COMPACTION
% OF LABORATORY MAX.

⚠ 96
MARSHALL
(ASTM D-1559)

⚠ 95
MODIFIED PROCTOR
(ASTM D-1557)
(AASHTO T-180)



COMPACTED SUBGRADE

GEOTEXTILE (NON-WOVEN)

SAW-CUT EDGES

STREET TYPE					
LOCAL		COLLECTOR		ARTERIAL	
DEPTH	LIFTS	DEPTH	LIFTS	DEPTH	LIFTS
3"	2	4"	2	6"	3
3"	1	3"	1	3"	1
6"	1	9"	2	12"	2
12"		16"		21"	

TOTAL DEPTH

GEOTEXTILE SPECIFICATIONS



PROPERTY	TEST	MIN. VALUE
TENSILE STRENGTH, lbs	ASTM D-1682	120
ELONGATION, WET %	ASTM D-1682	40
COEFFICIENT OF WATER PERMEABILITY, cm/sec	ASTM D-4491	0.10
PUNCTURE STRENGTH, lbs	ASTM D-3787	80
MULLEN BURST STRENGTH, psi	ASTM D-3786	250

⚠

⚠

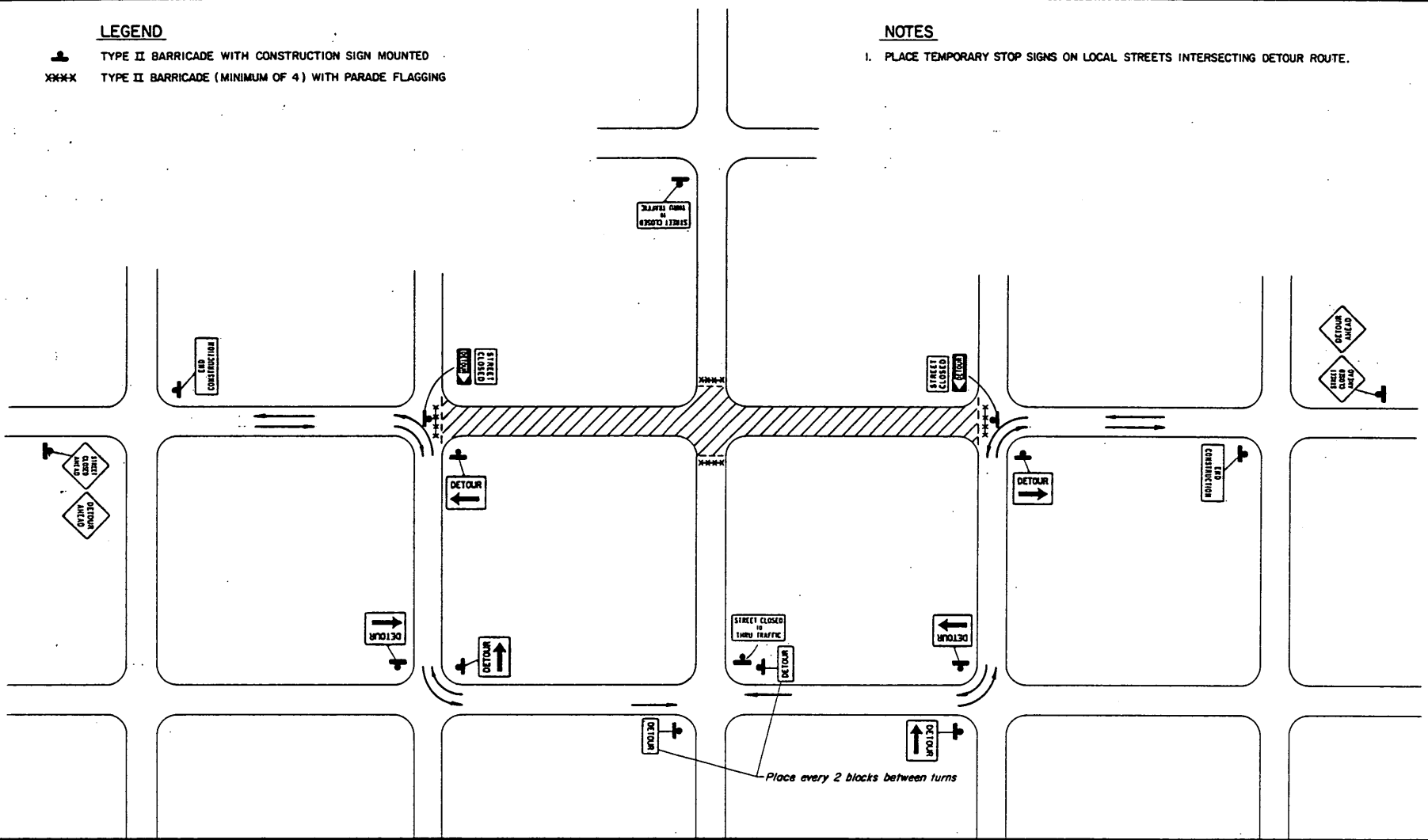
⚠







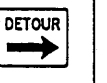

LEGEND

-  TYPE II BARRICADE WITH CONSTRUCTION SIGN MOUNTED
-  TYPE II BARRICADE (MINIMUM OF 4) WITH PARADE FLAGGING

NOTES

1. PLACE TEMPORARY STOP SIGNS ON LOCAL STREETS INTERSECTING DETOUR ROUTE.



CONSTRUCTION SIGN								
M.U.T.C.D. CODE	R11-4	W20-3	R11-2	G20-2	W20-2	M4-10R M4-10L	M4-9R M4-9L	M4-8
SIZE (in)	60 x 30	36 x 36	36 x 24	60 x 24	36 x 36	24 x 9	30 x 24	24 x 12

SIGNING PLAN FOR STREET CLOSURE (DETOUR)

ACORD CERTIFICATE OF INSURANCE

CSR LIM ISSUE DATE (MM/DD/YY)
VALLSL1 08/26/94

PRODUCER
 Summit Perspectives
 Risk Mgmt & Ins Srvcs, Inc.
 2500 Venture Oaks Way Ste 320
 Sacramento CA 95833-3287

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.

Summit Perspectives
 916-567-8900

COMPANIES AFFORDING COVERAGE

INSURED

Valley Slurry Seal Company
 P O Box 1620
 West Sacramento CA 95691

- COMPANY LETTER **A** United States Fire Ins. Co.
- COMPANY LETTER **B** Royal Insurance
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

COVERAGES

THIS IS TO CERTIFY THAT THE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	546000011-1	03/31/94	03/31/95	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
A	AUTOMOBILE LIABILITY	141000004-8	03/31/94	03/31/95	COMBINED SINGLE LIMIT	\$ 1,200,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Permissively Self-Insured			STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE— POLICY LIMIT	\$
					DISEASE— EACH EMPLOYEE	\$
B	OTHER CONTRACTORS EQUIPMENT	PSV009671	03/31/94	03/31/95	\$5,000 DED	\$5,937,000 BLANKET COV

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
VSS JOB # 94-080 1994 Slurry Seal Project for City Of Newberg
 See Additional Insured Per Attached Form

CERTIFICATE HOLDER

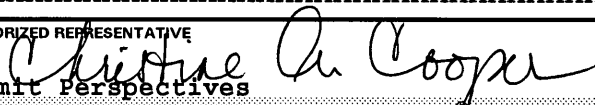
City Of Newberg
 Attn: Roger M. Pyles
 414 E. First Street
 Newberg OR 97132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Summit Perspectives



POLICY NUMBER: 546000011-1
VALLEY SLURRY SEAL

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

The City of Newberg, Its Officers, Agents & Employees
Attn: Roger M. Pyles
414 E. First Street
Newberg, OR 97132

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Re: VSS Job # 94-080
1994 Slurry Seal Project for city of Newberg

THE POLICY INCLUDES COVERAGE FOR HOLD HARMLESS AS
PROVIDED IN THE INSURING AGREEMENTS: SUBJECT, HOWEVER,
TO ALL EXCLUSIONS, CONDITIONS AND OTHER PROVISIONS OF
THE POLICY.

CONTRACT DOCUMENTS AND
SPECIFICATIONS

1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director

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PROJECT INFORMATION

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- ST-23 Asphalt Pavement Repair
- ST-24 Signing Plan for Street Closure (Detour)

ADVERTISEMENT FOR BIDS

1994 Slurry Seal Project

Sealed bids for the construction of the **1994 Slurry Seal Project** in the City of Newberg, Oregon addressed to the Community Development Director, 719 E. First St., Newberg, Oregon 97132, will be received by Greg Scoles, Community Development Director, until **2:00 p.m.** prevailing time on the **11th of August, 1994** 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 90,800 SY of Type 3 Slurry Seal. Included is 26,700 LF of crack sealing; 500 SY of asphalt pavement repairs; 200 LF of concrete curb and gutter; 250 Tons of Class D pre-leveling asphalt.

Plans and Specifications may be obtained at the office of the Community Development Director, 719 E. First St., Newberg, Oregon 97132.

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 **10th day of August, 1994.**

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. 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 of Newberg reserves the right to reject any or all bids, to waive formalities, and to accept the bid which is in the best interest of the City. No bidder may withdraw his bid for a period of thirty (30) calendar days after the date set for opening.

Greg Scoles
Community Development Director

Advertisement Schedule:

Newberg Graphic - Wed July 20

Daily Journal of Commerce - Tues July 19, Fri July 22

CONTRACT DOCUMENTS

BID

PLACE: CITY OF NEWBERG, OREGON

PROJECT: 1994 SLURRY SEAL 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 Community Development Director.

The Bidder further agrees to begin work within ten calendar days after receipt of written "Notice to Proceed" of the owner and to fully complete the project according to the time table in the Special Provisions. 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.

CONTRACT DOCUMENTS

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 279.363 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.

**1994 SLURRY SEAL PROJECT
SCHEDULE OF PRICES**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE IN FIGURES	UNIT PRICE IN WRITING	TOTAL AMOUNT
1	Mobilization	1	L.S.	11,332 ⁰⁰	Eleven Thousand Three Hundred Thirty Two Dollars	\$ 11,332 ⁰⁰
2	Crack Sealing	25,400	L.F.	157	One + 57/100 Dollars	\$ 3,987 ⁸⁰
3	Pavement Repairs, Local Street	400	S.Y.	42 ⁷²	Forty Two + 72/100 Dollars	\$ 17,088 ⁰⁰
4	Pavement Repairs, Collector Street	100	S.Y.	52 ²⁵	Fifty Two + 25/100 Dollars	\$ 5,225 ⁰⁰
5	Concrete Curb & Gutter	150	L.F.	25 ⁰⁰	Twenty Five + 00/100 Dollars	\$ 3,750 ⁰⁰
6	Preleveling Asphalt, Class D	250	TON	75 ⁷⁵	Seventy Five + 75/100 Dollars	\$ 18,947 ⁵⁰
7	Slurry Seal Type 3	87,700	S.Y.	0 ⁷⁵	Seventy Five Cents	\$ 65,775 ⁰⁰
TOTAL						\$ 161,995³⁰

One Hundred Sixty One Thousand Nine Hundred
TOTAL BID IN WRITING Ninety Five + 50/100 Dollars

VALLEY SLURRY SEAL COMPANY
A CALIFORNIA CORPORATION

CONTRACTORS NAME

JEFFREY R. REED
PRESIDENT

DATE

8-10-94

CONTRACT DOCUMENTS

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>8/9/94</u>	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____

The name of the Bidder submitting this Proposal is VALLEY

SLURRY SEAL Co. doing business at

3050 BEACON BLVD. W. SACRAMENTO CA, 95891
 Street City State Zip

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

BIDDER'S PERFORMANCE BOND STATEMENT

VALLEY SLURRY SEAL Co., hereinafter referred to as Contractor, is submitting a bid to the City of Newberg pursuant to the latter's Advertisement for Bids for the 1994 Slurry Seal Project.

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.

CONTRACT DOCUMENTS

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 Hucik & Co. Contractor hereby authorizes Hucik & Co to disclose any information to the 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

10TH day of AUGUST, 1994

Signature of Bidder

JEFFREY R. REED

PRESIDENT

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 10TH day of AUGUST, 1994.

VALLEY SLURRY SEAL COMPANY
A CALIFORNIA CORPORATION

Name of Corporation

By

JEFFREY R. REED

PRESIDENT

Title

Attest

Gregory B. Reed
Secretary

GREGORY B. REED
SECRETARY

CONTRACT DOCUMENTS

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 12th day of SEP, 1994, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and VALLEY SLURRY SEAL CO
of 3050 BEACON BLVD, STE 205
WEST SACRAMENTO, CA 95691

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 1994 Slurry Seal Project to the extent of the Bid made by the Contractor on the 11th day of August, 1994, all in 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, and the Special Provisions, 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 Community Development Director 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 DOCUMENTS

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



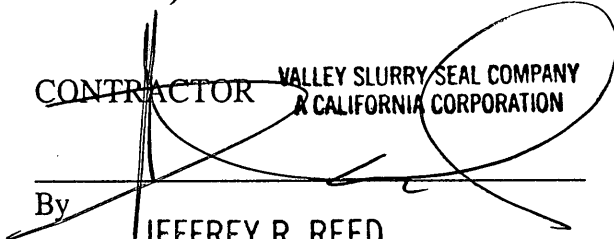
By



Title

~~CONTRACTOR~~ VALLEY SLURRY SEAL COMPANY
& CALIFORNIA CORPORATION

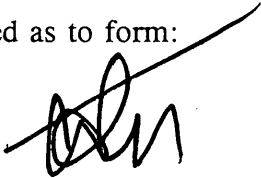
By



JEFFREY R. REED
PRESIDENT

Title

Approved as to form:



City Attorney

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

Valley Slurry Seal Company

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

"Principal" and Safeco Insurance Company of America of Seattle,
State of Washington, hereinafter called "Surety", are held firmly bound unto the
City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of One Hundred Forty Nine
Thousand One Hundred Fifty Dollars (\$ 149,150.00) 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 1st day of September, 1994, a copy of
which is hereto attached and made a part hereof for the construction of the 1994 Slurry Seal
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.


CONTRACT DOCUMENTS

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 this the 2nd day of September, 1994.

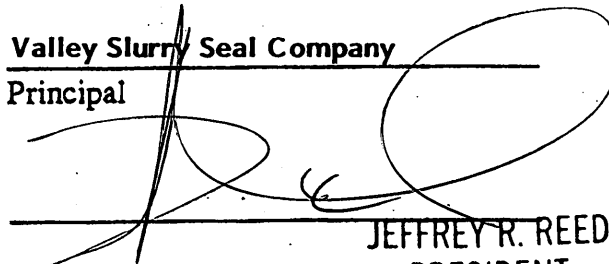


(Principal) Secretary
GREGORY B. REED
SECRETARY

Valley Slurry Seal Company

Principal

By



JEFFREY R. REED

PRESIDENT

P.O. Box 1620 West Sacramento, CA 95691
(Address - Zip Code)

(SEAL)

Witness as to Principal

(Address - Zip Code)

ATTEST

(Surety) Secretary

(SEAL)

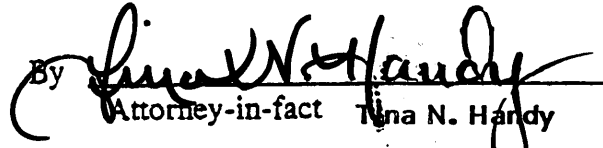
Witness as to Surety

(Address - Zip Code)

Safeco Insurance Company of America

Surety

By



Attorney-in-fact Tina N. Handy

120 Montgomery Street, Ste. 2050

(Address - Zip Code) San Francisco, CA 94104

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

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9703

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

*****TINA N. HANDY, Rancho Cordova, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind SAFECO INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 18th day of March, 19 94

R.A. PIERSON, SECRETARY

DAN D. McLEAN, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
SAFECO INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R. A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 2nd day of September, 19 94



R.A. PIERSON, SECRETARY

® Registered trademark of SAFECO Corporation.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On 9/2/94 before me, Brandi Atkinson, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Tina N. Handy
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Brandi Atkinson
SIGNATURE OF NOTARY
Brandi Atkinson

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- TRUSTEE(S) GENERAL
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Safeco Insurance Company of America

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

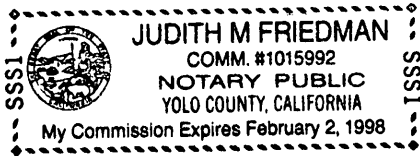
County of YOLO

On AUGUST 29, 1994 before me, JUDITH M FRIEDMAN, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JEFFREY R. REED
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Judith M Friedman
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER
PRESIDENT

TITLE(S)

PARTNER(S) LIMITED
 TRUSTEE(S) GENERAL
 ATTORNEY-IN-FACT
 GUARDIAN/CONSERVATOR
 OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
VALLEY SLURRY SEAL CO.

SIGNER(S) OTHER THAN NAMED ABOVE

CONTRACT DOCUMENTS

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

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

"Principal" and _____ of _____,
State of _____, hereinafter called "Surety", are held firmly bound unto the
City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of _____
_____ Dollars (\$_____) 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 ___ day of _____, 1994, a copy of
which is hereto attached and made a part hereof for the construction of the **1994 Slurry Seal
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.

CONTRACT DOCUMENTS

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 this the ___ day of _____, 1994.

Principal

(Principal) Secretary

By _____

(Address - Zip Code)

(SEAL)

Witness as to Principal

(Address - Zip Code)

ATTEST

Surety

(Surety) Secretary

By _____

Attorney-in-fact

(Address - Zip Code)

(SEAL)

Witness as to Surety

(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.

GENERAL PROVISIONS
1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director

GENERAL PROVISIONS

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

GENERAL PROVISIONS

during its execution.

1.08 HOUSE CONNECTION SEWER

Any sewer pipe line lying within an easement, public street or right of way which connects or is proposed to connect, a house sewer or any lot or part of a lot with a public sewer.

1.09 HOUSE SEWER

Any sewer pipe line which connects, or is proposed to connect, any building to a house connection sewer.

1.10 INSPECTOR

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

1.11 LABORATORY

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

1.12 LINEAL FOOT

Horizontal measurement as determined by engineers' station.

1.13 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.

1.14 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.

1.15 PERSON

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

1.16 PLANS

GENERAL PROVISIONS

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

1.17 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.

1.18 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.

1.19 ROADWAY

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

1.20 SANITARY SEWER

A sewer that carries liquid and water-carried wastes together with minor quantities of storm, surface, and groundwaters that are not admitted intentionally.

1.21 SEWER

A pipe or conduit that carries wastewater or drainage water.

1.22 SPECIAL PROVISIONS

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

1.23 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.

GENERAL PROVISIONS

1.24 STANDARD DRAWINGS

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

1.25 STATE

The State of Oregon.

1.26 STORM SEWER

A sewer that carries storm water and surface water, street wash and other wash waters, or drainage, but excludes domestic wastewater and industrial wastes. Also called storm drain.

1.27 STREET

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

1.28 SURETY

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

1.29 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.

1.30 WORK

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

1.31 ABBREVIATIONS AND SYMBOLS

A.A.S.H.T.O. (AASHTO) American Association of State Highway Transportation Officials; A.G.C. (AGC) Associated General Contractors of America; 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.

GENERAL PROVISIONS

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. The Contracting Agency will not be liable for any loss sustained by the Contractor as a result of any variance between conditions as set forth in the soil 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 interpretation 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

GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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

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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 of 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.

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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 insured 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 PROVISIONS, 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 PROVISIONS. 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

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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.

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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 but not shown on the plans and detailed drawings, or anything shown on the plans and detailed drawings but 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 or standard drawing in the contract documents shall refer to the version that is in force at the time of advertisement for bids.

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

- (1) Permits from outside 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. 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. 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

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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 standard engineering practice. Shop drawings shall be of sufficient size and scale to clearly illustrate all details. 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. 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 drawing.

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 made without additional cost to the Contracting Agency, and the 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 of 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

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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 Contractor 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 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 insurance, health and welfare, pension, vacation, and other similar purposes shall be included in this cost.

4.08 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

GENERAL PROVISIONS

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 therefore.

4.08A LABOR

The cost of all labor used in performing extra work under this contract shall be in accordance with Section 4.07.

4.08B 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.

GENERAL PROVISIONS

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.

4.08C 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 4.08D.

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

GENERAL PROVISIONS

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 4.08C 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 into the location 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.

4.08D RECORDS

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

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.

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.

4.09 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.

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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," including all charges for water, are to be absorbed in the prices bid for the various bid items.

4.10 VERMIN CONTROL

At the time of occupancy by the Contracting Agency, any structure or structures entirely constructed under the contract shall be free of rodents, insects, vermin and/or pests. Extermination work as may be necessary shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a licensed agency and in accordance with the requirements of governing authorities. The Contractor shall be responsible for any injury to persons or property resulting from extermination work.

4.11 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.

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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 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 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 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.

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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 therefore.

5.04 UTILITIES

Utilities for the purposes of these specifications shall be considered as including but not limited to: pipe lines, conduits, transmission lines, and appurtenances of Public Utilities and those of private industry, businesses or individuals solely for their own use or for use of their tenants, and storm drains, sanitary sewers, irrigation facilities, street lighting, traffic signals, telephone, television, and fire alarm systems.

The Contracting Agency has by a search of known records, endeavored to locate and indicate on the drawings, all utilities which exist within the limits of work. However, the accuracy or completeness of the utilities indicated on the drawings is not guaranteed. Service connections to adjacent property may or may not be shown on the drawings. It shall be the responsibility of the Contractor to determine the exact location of all utilities and their service connections. The Contractor shall contact all utility owners and request that they locate and mark any existing utilities and their appurtenances and that service connections which may be affected by the contract work also be marked. In addition, the Contractor shall notify the Engineer as to any utility, appurtenances, and service connections located by him which have been incorrectly shown or omitted from the drawings.

Unless otherwise specified the Contractor shall remove all interfering portions of utilities which are shown on the drawings as "abandoned" or "to be abandoned in place", and which interfere with the construction of the project. All costs involved in said removals shall be included in the prices bid for the various items of work. All such abandoned utilities removed by the Contractor, shall be included in the prices bid for the various items of work. All such abandoned utilities removed by the Contractor, shall be stored on the site where directed and shall remain the property of the owner utility company or Contracting Agency as determined by the Engineer.

Where utilities are shown on the drawings as "abandoned" or "to be abandoned in place", it shall be the Contractor's responsibility to contact the utility company involved, as required in Section 5.11 herein, prior to excavating around such utilities to ascertain that the abandonment of the utility has been completed.

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In certain cases where indicated on the drawings, the Contractor shall locate utilities in advance of his construction operations. In these cases the Contractor shall backfill the excavations and shall construct either a temporary or permanent resurfacing over the backfill. The temporary resurfacing shall be constructed when the exploratory excavations are made in an area located within the proposed project excavation.

The permanent resurfacing when specified shall be constructed when the exploratory excavations are made in an area located outside the proposed project excavation. Said permanent resurfacing shall be of the type and thickness specified or as field conditions may otherwise require. In either case, the excavations shall be backfilled by the methods and to the relative density specified.

This work shall be performed as soon as practical after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. All costs for making such exploratory excavations (including the backfilling and the resurfacing as specified herein) shall be included in the prices bid for the various items of work.

Utilities which upon exploration, are found to interfere with the permanent project work will be relocated, altered, or reconstructed by others in accordance with the provisions of Section 5.05 herein, or the Engineer may approve and order changes in location, line or grade of structures being built in order to avoid the utilities. The cost of such changes will be paid for under applicable bid items or as "Extra Work" as provided under Section 4.08.

5.05 BY OTHER THAN THE CONTRACTOR

When it is stated in the detailed specifications or indicated on the drawings, that a utility is to be relocated, altered or reconstructed by other than the Contractor, the Contracting Agency will conduct all negotiations with the owners in respect to such work and the work shall be done at no cost to the Contractor.

Service connections which physically interfere with project structures or appurtenances, whether or not so stated or indicated, shall be relocated by other than the Contractor; except as otherwise specified or unless directed by the Engineer in accordance with Section 5.08.

5.06 BY THE CONTRACTOR UNDER A SPECIFIC CONTRACT ITEM

When bidding schedule contains a separate item covering the relocation, alteration, or reconstruction of a utility by the Contractor, the price bid for said item shall cover all costs involved in such work.

The drawings and detailed specifications will give the construction details for the work, and unless the time at which the work must be done is specified in the detailed specifications,

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the Contractor shall coordinate with the Engineer in respect to when the work is to be done.

5.07 BY THE CONTRACTOR BUT NOT UNDER A SPECIFIC CONTRACT ITEM

When the work on a utility is specified or indicated on the drawings to be done by the Contractor, but is not included as a separate contract item in the bidding schedule, the Contracting Agency will make all arrangements with the owner of the utility in respect to the construction details, however, the Contractor shall coordinate with the owner as to when the work is to be done. Any costs for such work shall be absorbed or included in the prices bid for the various contract items.

5.08 BY THE CONTRACTOR - SERVICE CONNECTIONS

For the purpose of these specifications, service connections shall be construed to mean all, or any portion of, the conduit cable or duct which connects a utility main distribution line to the meter box of an individual user.

Except when shown on the drawings to be relocated by others, and except as otherwise specified herein, the alteration or permanent relocation of service connections which physically interfere with project structures, or appurtenances thereto, which are to be constructed under this contract shall, when directed by the Engineer, be arranged for by the Contractor in accordance with the requirements of the utility owner. The costs for such work will be paid for as "Extra Work" as per Section 4.08.

5.09 BY THE CONTRACTOR FOR HIS OWN CONVENIENCE

The temporary or permanent relocation or alteration of utilities including service connections, desired by the Contractor for his own convenience, shall be the Contractor's own responsibility and he shall make all arrangements regarding such work. The costs of such work shall be absorbed or included in the prices bid for the various contract items.

5.10 BY THE CONTRACTOR OR BY OTHERS - UNKNOWN UTILITIES DISCLOSED DURING CONTRACT WORK

In the event that a utility is disclosed subsequent to the award of the contract, such utility not being indicated on the drawings, or in the event that an existing utility is found to be in a materially different location than shown on the drawings and thus requires additional or more costly work on the part of the Contractor for its maintenance, relocation, or support, the necessary alteration, relocation, proper support and protection shall be done and paid for as follows:

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a. When said utility is found to occupy the space to be occupied by a part of the permanent works to be constructed, or when utility is, in the opinion of the Engineer, in such close proximity to the new work as to require the relocation or alteration of said utility the Contracting Agency will arrange for such relocation or alteration, or require the Contractor to do so as "Extra Work" as per Section 4.08.

b. When any portion of a utility is in close proximity and more or less parallel to the structure of conduit and does not lie between the vertical planes or pay lines specified in subparagraph a., above, the Contractor shall advise the owner thereof, and in cooperation with the owner, provide and place the necessary support for proper protection to insure continuous and safe operation of the utility structure. All costs for such work shall be borne by the Contractor.

c. With the exception of service connections, when said utility lies within the excavation but does not intercept the permanent works to be constructed and the length of said utility between the vertical planes or pay lines specified in paragraph a., above, is less than five times the perpendicular distance between pay lines, the Contractor shall maintain the utility in place. The work of maintaining the utility in place shall be considered as "Extra Work" (see Section 4.08).

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 contract items.

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

5.12 DELAYS CAUSED BY FAILURE TO RELOCATE UTILITIES

Where parties other than the Contractor are responsible for the relocation of utilities and a delay in the Contractor's work is caused by the failure on the part of said parties to remove or relocate such utilities in time to prevent such delay, or by any action or lack of action on the part of the Contracting Agency, it shall be understood that the Contractor shall not be entitled, as a result of such delay to his work, to damages or additional payments over and above the contract price. If delays in the Contractor's work are caused by the reasons mentioned herein, the Contractor shall be entitled to an extension of time. The length of such extension

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of time will be determined by the Engineer with consideration as to the effect of the delay on the project as a whole.

In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities which interfere with structures, the Contractor, after approval from the Engineer, may be permitted to temporarily omit the portion of work affected by the utility. The portion thus omitted shall be constructed by the Contractor immediately following the relocation of the utility involved.

5.13 PERMANENT SURVEY MARKERS

The Contractor shall notify the Engineer not less than seven days prior to starting work in order that the Engineer may take necessary measures to insure the preservation of survey monuments, stakes, and bench marks. The Contractor shall not disturb permanent survey monuments, stakes or bench marks without the consent of the Engineer, and shall notify Engineer and bear the expense of replacing any that may be disturbed without permission. Replacement shall be done or arranged for only by the Engineer.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall, at his own expense, adjust the monument cover to the new grade unless otherwise specified.

5.14 LOT STAKES

Unless otherwise directed by the Engineer or shown on the plans, the Contractor shall preserve existing survey stakes that mark property lines and corners. Any stakes that become lost or disturbed by his operation shall be replaced at the Contractor's expense and by a Registered Land Surveyor.

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 rock, 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 line 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 rock, or as determined necessary by the Engineer, and the tops of these stakes

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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 Section 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 that any variation from a straight grade can be detected. If any such 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, 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

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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 not 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

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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 5.21, 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 that 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 DELIVERY OF MATERIALS

Materials shall be delivered to the project, using the truck routes designated by City Ordinance, to the nearest practical exit to the project location.

5.23 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

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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 HISTORICAL AND ARCHAEOLOGICAL REPORTS

Where historical objects of archaeological and paleontological nature, including ruins, sites, buildings, artifacts, fossils and other objects of antiquity are encountered within the areas on which the Contractor's operations are performed, the Contractor shall postpone operations in the area, shall preserve such objects for disturbance or damage and shall notify the Engineer of their existence and location.

Upon receipt of such notification, the Engineer will arrange for the disposition of the objects or for the recording of data relative thereto, and will notify the Contractor when it is proper for him to proceed with the work in the affected area. If the Contractor is directed by the Engineer to perform any work in salvaging said objects, the Contractor shall do so on the "Extra Work" basis set forth in Section 4.08.

5.25 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.

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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 wording 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

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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.

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

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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 PROVISIONS. Parking of cars may be prohibited on streets where construction work, such as grading or paving operations are in progress. When directed by the Engineer, traffic shall be controlled or routed through the construction area, 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.

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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 and maintain smooth and dust free
3. More than one week - if on a major or secondary arterial 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 4.08 and 4.09.
 - (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

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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 USE OF EXPLOSIVES

The use of explosives will be permitted only when authorized in writing by the

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Engineer unless otherwise stated in the SPECIAL PROVISIONS. Explosives shall be handled, used, and stored in accordance with the provisions and requirements of all applicable laws, ordinances, and regulations with respect thereto. The approval by the Engineer for the use of explosives shall not relieve the Contractor from his responsibility.

7.06 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.

7.07 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.

7.08 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

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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.

7.09 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 hour's work 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 if 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, that 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.

In 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 wage rates applicable to the work to be done under the contract are those prescribed under the provisions of ORS 279.348 through 279.356 and laws amendatory thereto. The Contractor is reminded that a provision of these statutes requires the certification and filing of the payroll with the owner at each of the following times: (1) once before the payment of the first monthly estimate, (2) once immediately after any change in the wage rates, and (3) once before final payment is made.

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Copies of prevailing wage rates may be obtained from the Bureau of Labor, 115 Labor and Industries Building, Salem, Oregon 97310.

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 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 contract. These statements are to be submitted to the Engineer 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).

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

The Contractor shall comply fully with ORS 279.334 of the Oregon Revised

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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.

7.11 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.

7.12 CLEARING AND BURNING PERMITS

The Contractor shall comply fully with ORS 477.685 which reads, in part, as follows: "(1) Before clearing any right-of-way for any highway or railroad, or any power, commercial telegraph or telephone line, or for any transmission or transportation utility right-of-way on any forest land, whether upon his land or that of another, where the clearing would constitute a fire hazard, every person shall file with the forester a general description of the right-of-way to be cleared. The forester shall issue a written permit for such clearing. The permit shall set forth the precautionary conditions and manner under which the clearing shall be done."

"(2) A person engaged in clearing any right-of-way or forest land shall not place on adjoining land or property any forest material or debris resulting from such clearing without the permission of the owner of the adjoining land."

7.13 LICENSING OF CONTRACTORS

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

7.14 PATENTS, FEES OR ROYALTIES

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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 harmless from any damage, costs and expenses by reason of any infringement of the patent thereof, and any loss to 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 enjoined. Provided further the Bond for Faithful Performance shall be deemed to be expressly applied to this provision of the specifications.

7.15 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.

7.16 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 for such service."

7.17 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.

7.18 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

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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.

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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 the work before such suspension, the Contractor will be paid such 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

GENERAL PROVISIONS

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 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. 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.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather or the conditions resulting from the 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.

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 be allowed 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

GENERAL PROVISIONS

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

GENERAL PROVISIONS

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 or 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

GENERAL PROVISIONS

Contractor.

8.09 ADVERTISING

No advertising matter shall be attached or painted on surfaces of buildings, fences or canopies, except the names of contractors and subcontractors, with their addresses and the designation of their particular branch may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Engineer.

8.10 ASSIGNMENT

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.

8.11 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.

8.12 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:

GENERAL PROVISIONS

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 subcontracts 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), hospital associations and/or others, (ORS 279.320), have been paid."

GENERAL PROVISIONS

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 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,

GENERAL PROVISIONS

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, plant, 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 laws or local ordinances, 5% will be deducted and retained by the 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.

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.

GENERAL PROVISIONS

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.

SPECIAL PROVISIONS
1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director

SPECIAL PROVISIONS

1. CONSTRUCTION TIME PERIOD

All work shall be completed by September 30, 1994.

2. CONSTRUCTION SEQUENCE

Crack Sealing, Pavement Repairs, Pre-leveling Asphalt, and Concrete Curb and Gutter, shall be completed prior to the Slurry Seal.

3. CRACK SEALING

Cracks were previously sealed in 1987 to 1990. Crack sealant that has not failed can remain in place.

4. CONCRETE CURB AND GUTTER

This item consists of removing and reconstructing concrete curb and gutter that is deteriorated due to age, is sunken, or humped by tree roots, as tabulated below.

Method: Sawcut curb and two (2) foot width of pavement. Reconstruct pavement according to Standard Drawing ST-23, Asphalt Pavement Repair. Reconstruct curb and gutter according to Standard Drawing ST-4. Backfill curb with select material, restore existing surfacing. If the surface is plantings or barkdust, backfill top 6 inches with topsoil. If surface is grass, re-seed, cover with peatmoss, and provide one good watering.

Measurement will be per linear foot of curb and gutter. The unit price shall include sawcutting, excavation, restoration of the asphalt pavement, restoration of the backfill surface, and all tasks included in this item.

STREET	LOCATION	SIDE OF STREET	APPROX. LENGTH
Lincoln	1st to 2nd	East	22
Pacific	10th to 11th	West	10
School	5th to 6th	East	20
2nd	Howard to College	South	10
5th	School to College	South	20
5th	Edwards to Meridian	South	18

STREET	LOCATION	SIDE OF STREET	APPROX. LENGTH
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SPECIAL PROVISIONS

5th	Chehalem to Willamette	South	12
5th	Willamette to Columbia	South	15
			127

5. PAVEMENT REPAIRS

Streets and approximate areas are tabulated below. All streets are local streets unless noted otherwise.

STREET	APPROX. AREA (SY)
Chehalem	20
Howard	10
Lincoln	120
Main (Collector)	30
Meridian	40
2nd (Collector)	50
3rd	20
4th, Harrison to College	60
5th	20
8th	50
	420

6. PRE-LEVELING ASPHALT

Streets and approximate areas are tabulated below. Edwards Street (2nd to 3rd, East side), has a rock surface from the existing pavement edge to the concrete curb and gutter. Sawcut pavement edge, excavate and grade rock to 3 inch depth, and pave in 2 lifts using a spreader box. This work shall be included in the bid item "Pre-leveling Asphalt."

SPECIAL PROVISIONS

STREET	APPROX. AREA (SY)
Center	110
Chehalem	430
College	10
Dayton	30
Edwards, Hancock to 2nd	60
Edwards, 2nd to 3rd	80
Meridian	100
School	10
Washington	2
2nd, Main to River	120
2nd, Church to Dead End	90
3rd	400
4th	140
5th	420
8th	50
	2,052

7. PRE-CONSTRUCTION MEETING

A pre-construction meeting will be scheduled by the Engineer after the Contract has been awarded, and before the notice to proceed is issued. At the meeting the Contractor shall provide a detailed construction schedule.

8. DETOUR SIGNING

Detour routes will be used for the following streets. Refer to Standard Drawing ST-24 as a guideline for signing.

Main Street, 2nd to 5th
College Street, 1st to 4th
River Street, 1st to 4th

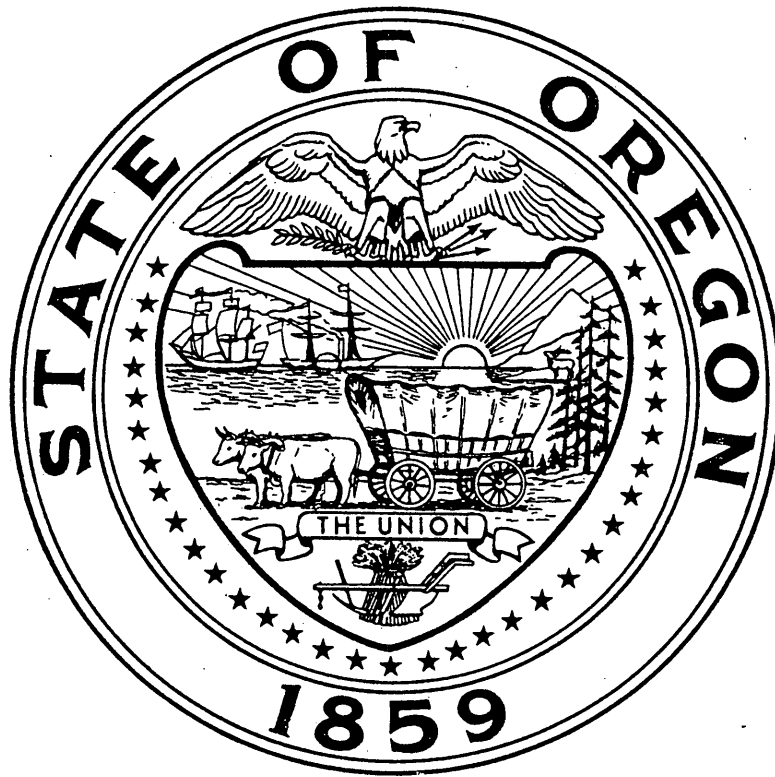
9. STOCKPILING OF AGGREGATES

(Referring to Sections 3.13, Technical Provisions). Approval has been obtained from the Newberg School District for use of their rock surfaced yard at 6th and Blaine Streets. The yard measures 40 ft x 250 ft. The conditions for use of this location, are (1) that it be restored to original or better condition upon completion of work; (2) the Newberg School District be named as an additional insured on the Certificate of Insurance.

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective July 1, 1994




MARY WENDY ROBERTS
COMMISSIONER

July 1, 1994

This booklet contains the Prevailing Wage Rates for non-residential building and construction trades in the State of Oregon. These rates are effective July 1, 1994. These rates have been amended in accordance with ORS 279.348 through ORS 279.365. A new determination of these rates is issued two times each year.

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 Rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Coordinator in Portland (731-4466). If you have any questions about the manner in which the Prevailing Wage Rates are enforced, contact the Wage and Hour Division in Portland (731-4074).


MARY WENDY ROBERTS
Commissioner
Bureau of Labor and Industries

PORTLAND
800 NE Oregon St. # 32
Portland, OR 97232
(503) 731-4200
FAX (503) 731-4069

EUGENE
165 E 7th Street, Suite 220
Eugene, OR 97401
(503) 686-7623
FAX (503) 686-7980

PENDLETON
200 SE Hailey Ave., Suite 308
PO Box 730
Pendleton, OR 97801
(503) 276-7884
FAX (503) 276-2950

BEND
1250 NE 3rd, Suite B105
Bend, OR 97701
(503) 388-6330
FAX (503) 388-6273

MEDFORD
700 E Main, Suite 105
Medford, OR 97504
(503) 776-6270
FAX (503) 776-6284

SALEM
3865 Wolverine St. NE; E-1
Salem, OR 97310
(503) 373-1447

COOS BAY
320 Central Ave., Suite 510
Coos Bay, OR 97420
(503) 269-4575
FAX (503) 267-3104

THIS INFORMATION IS AVAILABLE IN AN ALTERNATE FORMAT

ANNOUNCEMENT

The Prevailing Wage Rates contained in this booklet generally reflect non-residential building, heavy, and highway construction 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. If you have specific questions regarding how rates are determined or if you would like a copy of this booklet, please contact:

Prevailing Wage Rate Coordinator
Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon St. # 32
Portland, OR 97232
(503)731-4466

The first copy is free. Additional copies are available for \$2.00 each.

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 questions about the enforcement of Prevailing Wage Rates, please contact the Wage and Hour Division. Division offices may be reached at the following phone numbers:

Bend	388-6330
Eugene	686-7623
Medford	776-6201
Pendleton	276-7884
Portland	731-4074
Salem	378-3292

Apprentices and Trainees

Apprentices and trainees may be employed on public works projects. To qualify as an apprentice or trainee, the worker must be registered in a bona fide 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. For information call 731-4072. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate which is listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate 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 designated 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 shall be exclusively that of the agency.[ORS 279.356(3)]

Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. The term "fringe benefits" refers to the payments such as:

- 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.

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.).

Every Contractor or Subcontractor that provides for or contributes to a health and welfare plan or a pension plan, must post notice describing such plans in a conspicuous and accessible place on the project.[ORS 279.350(5)] 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 prevailing base rate is paid, the amount by which the rate is exceeded may be credited toward payment of fringe benefits.

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). In the computation of overtime, travel pay does not need to be included but zone pay differentials do.

Work performed on Saturday, Sunday or legal holidays must also be compensated at time and one-half. Legal holidays for purposes of Prevailing Wage Rates 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. If one of these days falls on Saturday or Sunday, then the legal holiday becomes the preceding Friday or the following Monday.

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. A sample of Form WH-38 and instructions for completing it are included in the back of this booklet. Copies for use in filing should be obtained from the public contracting agency.

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; 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. When work on a project starts and finishes in 15 days or less, the contractor or subcontractor which performed the work shall submit a payroll and certified statement form which accurately and completely sets out the payroll for all the work performed on the project. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon St. # 32, Portland, Oregon 97232. 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.

Office/clerical employees and supervisory employees who are supervisory only and do not perform any hands-on labor are not required to be paid the PWR. A person who owns and operates his/her own truck 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 federal Davis-Bacon Act, not Oregon PWR statutes. (Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (326-3057).) In the event that federal funds are involved, but the contract is not regulated under the Davis-Bacon Act, Oregon's Prevailing Wage Rate Statutes may apply (ORS 279.348 - 279.365). Oregon statutes pertaining to overtime requirements apply on both state and federally regulated contracts. (ORS 279.334).

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) My employees receive health benefits. Do I get credit for the health benefit when I prepare my payroll on a public works project?

Yes. Any expenditures an employer makes for bona fide employee benefits can be charged against the fringe benefit payments designated in the Prevailing Wage Rate Booklet. To learn how to compute the correct hourly charge, call the Wage and Hour Division (731-4074).

6) 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.

7) How do I classify workers?

Virtually all of the job classifications/trades normally used in the non-residential 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 need residential construction rates, or if you have questions about how to classify workers, contact the Prevailing Wage Rate Coordinator at 731-4466.

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.)

COMMONLY ASKED QUESTIONS (Continued)

8) 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.

9) 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.

10) 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, 800 NE Oregon St. # 32, Portland, Oregon 97232 (731-4074). Other Bureau offices are located in Bend (388-6330), Coos Bay (269-4575), Eugene (686-7623), Medford (776-6201), Pendleton (276-7884) and Salem (378-3292). You may also complain to the contracting agency, which has the contractual authority to pay PWR claims directly to a contractor's or subcontractor's workers (ORS 279.314).

11) 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). Contracting agencies also have the contractual authority to withhold payments due or to be due to the contractor or subcontractor in order to pay the unpaid prevailing wages directly to the worker (ORS 279.314).

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.

In addition, Chapter 323, Oregon Laws 1991, provides that any person that loses a competitive bid for a construction contract may bring an action for damages against the person who is awarded the contract, if the losing bidder can establish that the winner has knowingly violated any one of several laws, including the requirement to pay Prevailing Wage Rates while performing work under the contract. The losing bidder is entitled to recover, as liquidated damages, 10% of the losing bid amount, or \$5,000, whichever is greater, plus reasonable attorney fees.

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. For information call 731-4072. The apprentice is to receive all fringe benefits and a percentage of the journeyman's wage rate as listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate apprenticeship committee. All other workers receive rates as published.

13) 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.

Administrative rules on Prevailing Wage Rates require that these records be kept for a period of three (3) years from the completion of the public work contract. Other legal considerations may require retention of records for a period greater than 3 years. Records relating to public works contracts must be maintained separately from records relating to private projects/contracts.

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

Public agencies are required to prepare and file a list of every public improvement that the agency intends to fund during the subsequent budget period with the Commissioner of the Bureau of Labor and Industries (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.

15) Does a contracting agency have any power to enforce payment of Prevailing Wage Rates on its public works projects?

Yes. According to ORS 279.314, all public contracts for work or services must contain a clause or condition permitting the contracting agency to pay a worker's past due wage claim, charging the payment against funds due or to become due to the contractor.



NOTE

There have been several changes in this booklet in addition to the usual wage and fringe benefit updates. You may have already noticed the change on page 2 which is printed in bold. These are modifications which have been made at the suggestion of users of this document in the interest of clarity.

As was previously noted in the January 94 edition of this booklet, the procedure for obtaining forms for the submission of certain information required from public contracting agencies, contractors, and subcontractors has been changed. All public agencies in Oregon have been supplied with personalized copies of the forms which previously were found in the back of this booklet. With the exception of forms WH-118 (Planned Public Improvement Summary), and WH-119 (Capitol Improvement Project Cost Comparison Estimate), the forms found in this booklet are examples only. Public contracting agencies are expected to provide contractors with the appropriate WH-38 (Payroll/Certified Statement) form, and WH-303 (List of Subcontractors By Project) form. The instruction sheet WH-38A, which is provided to assist contractors in filling out the Payroll/Certified Statement, has been revised to take into account this new procedure, and to improve its clarity and usefulness.

We have attempted to make other changes more noticeable by printing them in **Bold Type**. You will see such changes under the following trades:

PAINTERS AND DRYWALL TAPERS

The additional pay that Painters receive for spray work, and the additional pay they receive for work over 60 feet high, may both apply. Thus the manner in which those differentials are described has been modified.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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ASBESTOS WORKERS

Installation of insulation on mechanical systems*

Journeyman Asbestos Worker

- o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.) **20.79 6.01**
- o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.) **20.79 6.01**

Removal of insulation on mechanical systems* which are not going to be scrapped.**

- o Hazardous Materials Handler Mechanic (in any type of project regardless of value) **13.65 3.10**

* Mechanical systems include pipes, boilers, ducts, flues, breechings, etc.
 ** The removal of all insulation materials from mechanical systems is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrapped. It does not matter whether the insulation materials contain asbestos. Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc.) insulation. They also do loading of any insulation materials that have already been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Laborers performing asbestos removal are classified as Group 3 laborers.

BOILERMAKERS **22.37 8.14**

BRICKLAYERS/STONEMASONS

Area 1 **21.60 5.92**
 (add \$0.75 per hour to Fringe for Refractory repair work.)

Area 2 **19.72 5.28**
 (add \$0.75 per hour to Fringe for Refractory repair work.)

Area 1

Baker	Hood River	Multnomah	Wallowa
Benton (a)	Lincoln (a)	Polk	Wasco (a)
Clackamas	Linn (a)	Sherman	Washington
Clatsop	Malheur (a)	Tillamook	Yamhill
Columbia	Marion	Umatilla	
Gilliam	Morrow	Union	

Area 2

Benton (b)	Douglas	Josephine	Linn (b)
Crook	Grant	Klamath	Malheur (b)
Coos	Harney	Lake	Wasco (b)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln (b)	

- a) North half
- b) South half

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS

Zone 1 (Base Rate):

o Group 1	20.62	5.57
o Group 2	20.77	5.57
o Group 3	21.12	5.57
o Group 4	21.27	5.57
o Group 5	21.12	5.57
o Group 6	21.27	5.57
o Group 7	21.62	5.57

Zone Differential for Carpenters
(Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00

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 60 miles.

Zone 5: More than 60 miles but less than 70 miles.

Zone 6: More than 70 miles.

Reference cities for Group 1 and 2 Carpenters

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	Vancouver

Zones for Groups 3 and 4 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.

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

CARPENTERS (Continued)

Zones for Groups 5, 6 and 7 Carpenters are determined as follows:

1. For those workers who reside within zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the city hall of that city to the project site.
2. For those workers who reside nearer to the project than is the city hall of any reference city below, the mileage from their residence to the project may be used in computing their zone pay differential.
3. The zone pay differential for all other projects shall be computed from the city hall of Longview, North Bend, or Portland, whichever is closer to the project.

Reference Cities for Groups 5, 6 and 7

Astoria	Eugene	Newport	Salem
Bend	Klamath Falls	Portland	The Dalles
North Bend	Medford	Roseburg	Longview

Group 1

Auto. Nailing Machine Carpenters
Form Stripper
Manhole Builders
Non-irritating Ins.
Cabinet & Shelving Installers (wood or steel)

Group 2

Floor Layers & Finishers
Stationary Power Saw Operators
Wall & Ceiling Insulators
Irritating Insulation

Group 3

Millwrights
Machine Erectors
Machinists

Group 4

Millwright/Welders
(Certified Welders receive \$0.25/hour over Group 3)

Group 5

Bridge, Dock & Wharf Builders
Piledrivermen

Group 6

Boom Men

Group 7

Marine Piledriver

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CEMENT MASONS

Zone 1 (Base Rate):

o Group 1	17.54	7.77
o Group 2	17.89	7.77
o Group 3	17.89	7.77
o Group 4	18.24	7.77

Group 1 Cement Masons, finishing, hand chipping and patching grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades.

Group 2 Composition Workers (includes installation of epoxy & other resinous toppings), and Power Machine Operators.

Group 3 Cement masons working on suspended, swinging and/or hanging scaffold.

Group 4 Cement Masons performing work of both Group 2 and Group 3 at the same time.

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 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

Bend Eugene Medford Salem Vancouver
Corvallis Longview Portland The Dalles

DIVERS & DIVERS' TENDERS

o Divers	50.76	5.57
o Divers' Tenders	22.75	5.57

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.

BASIC HOURLY RATE	HOURLY PAY	HOURLY ENCLOSURE PAY	DIVERS' HOURLY PAY	TOTAL
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DIVERS & DIVERS' TENDERS(continued)

o Divers' Depth Pay

Depth of Dive	Hourly Depth Pay
50-100 ft	[(total ft- 50] x \$1.00)/hr.
100-150 ft	\$ 50 + [(total ft-100] x \$1.50)/hr.
150-200 ft	\$125 + [(total ft-150] x \$2.00)/hr.

o Divers' Enclosure Pay(working without vertical escape)

Distance Travelled

In the Enclosure	Hourly Enclosure Pay
5 - 50 ft	\$.50/hr
50 - 100 ft	\$.63/hr
100 - 150 ft	\$ 2.13/hr
150 - 200 ft	\$ 4.63/hr
200 - 300 ft	\$ 4.63 + [(total ft-200)x \$.05)/hr
300 - 450 ft	\$ 9.63 + [(total ft-300)x \$.10)/hr
450 - 600 ft	\$24.63 + [(total ft-450)x \$.20)/hr

DREDGING

Zone 1 (Base Rate):

o Leverman (Hydraulic, Dipper, Floating Clamshell)	24.22	6.30
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	23.47	6.30
o Tenderman (Boatman, Attending Dredge Plant); Fireman	22.92	6.30
o Fill Equipment Operator	22.42	6.30
o Assistant Mate (Deckhand); Oiler	20.93	6.30

Zone Differential for Dredging
(Add to Zone 1 Rate)

Zone 2	1.50
Zone 3	1.90
Zone 4	2.40
Zone 5	3.00

Zone 1: Center of job site not more than 15 miles from the City Hall of Portland

Zone 2: More than 15 miles but not more than 30

Zone 3: More than 30 miles but not more than 50

Zone 4: More than 50 miles but not more than 70

Zone 5: More than 70 miles.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>DRYWALL/WETWALL</u>			<u>ELEVATOR CONSTRUCTORS</u>		
o Drywall (Accoustical and Drywall Applicator)	18.53	6.32	<u>Area 1</u>		
o Wetwall (Lather)	17.68	7.17	o Mechanic	22.52	6.74 + a
<u>ELECTRICIANS</u>			o Helper	15.76	6.56 + a
<u>Area 1:</u>			o Probationary Helper	11.26	0.30
o Electricians	19.70	4.42	<u>Area 2</u>		
o Cable Splicers	21.67	4.51	o Mechanic	24.53	6.79 + a
<u>Area 2:</u>			o Helper	17.17	6.59 + a
o Electricians	22.22	6.70	o Probationary Helper	12.27	0.33
o Cable Splicers	23.33	6.73	a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.		
<u>Area 3:</u>			<u>Area 1</u>	<u>Area 2</u>	
o Electricians	20.85	6.42	Umatilla	All	
o Cable Splicers			Wallowa	Remaining	
<u>Area 4:</u>			Union	Counties	
o Electricians	23.15	5.39	Baker		
o Cable Splicers	25.47	5.46	<u>GLAZIERS</u>		
<u>Area 5:</u>			Area 1	21.32	4.44
o Electricians	23.05	7.54	(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
o Cable Splicers	23.80	7.56	(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
<u>Area 6:</u>			Area 2	14.11	3.59
o Electricians	20.75	6.57	(Add \$0.50 to base rate if working at over 35 feet of free fall in height)		
o Cable Splicers	20.75	6.57	<u>Area 1</u>	<u>Area 2</u>	
<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u>	All Counties	Malheur	
Malheur	Baker	Umatilla	except Malheur		
	Gilliam	Union	<u>HIGHWAY AND PARKING STRIPERS</u>		
	Grant	Wallowa		19.25	2.94
	Morrow	Wheeler	<u>IRONWORKERS</u>		
<u>Area 4</u>	<u>Area 5</u>	<u>Area 5(cont)</u>	o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.25	8.17
Benton	Clackamas	Washington			
Crook	Clatsop	Yamhill (d)			
Deschutes	Columbia				
Jefferson	Hood River				
Lane (b)	Multnomah				
Linn	Sherman				
Marion	Tillamook				
Polk	Wasco				
Yamhill(c)					
a) Those portions lying west of a line running 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					

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS

Zone 1 (Base Rate):

o Group 1	16.34	5.97
o Group 2	16.69	5.97
o Group 3	16.99	5.97
o Group 4	17.24	5.97
o Group 5	14.75	5.97

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.

Zone Differential for Laborers
(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.

Reference Cities

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	Vancouver

Group 1

Asphalt Plant Laborers	Guardrail, Median
Asphalt Spreaders	Rail (c)
Batch Weighman	Landscape or Planting Laborer
Broomers	Leverman or Aggregate Spreader (d)
Brush Burners/Cutters	Loading Spotter
Carpenter Tender	Material Yard Man (e)
Car & Truck Loaders	Powderman Assistant
Change-House Man	Railroad Track Laborers
Chipper Operator (a)	Ribbon Setters (f)
Choke Setter	Rip Rap Man (Hand Placed)
Clean-up Laborers ***	Road Pump Tender
Concrete Laborers	Sewer Laborer
Curing, concrete	
Demolition, wrecking and moving(industrial) ***	

LABORERS Group 1(continued)

Driller Assistant	Signal
Dry-shack Man	Skipman
Dumpers, road oiling crew	Sloper
Dumpmen for grading crew	Sprayer
Elevator Feeders	Stake Driver
Fence Builder	Stockpiler
Fine Graders	Tie Bar Shoring
Fire Watch	Timber Puller/Bucker (Hand Labor)
Form Strippers (b)	Toolroom Man (Job site)
General Laborer ***	Tunnel Bull Gang (Above Ground)
	Weight Man-Crusher (g)

- a) Pittsburg or similar types
 - b) Not swinging stages
 - c) Reference Post, Guide Post, or Right-of Way Marker
 - d) Flaherty, and similar types
 - e) Including electrical
 - f) Including steel forms
 - g) Aggregate when used
- *** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

Group 2

Applicators (a)	Guniting or Sandblasting
Brush Cutters (b)	Pot Tender
Burners	Hand Mixer/Mixers (f)
Choker Splicer	Post Hole Digger, Air, gas or electric
Clary Power Spreader(c)	Power Pool Operators (g)
Clean up Nozzleman-Green Cutter (d)	Sand Blasting (wet)
Concrete Power Buggyman	Stake Setter
Crusher Feeder	Tampers
Demolition/Wrecking (e)	Tunnel Buckers/Brakeman/Concrete Crew/Bull
Grade Checker	Gauging (underground)
Gunnite Nozzleman Tender	Vibrating Screed
	Vibrators (less than 4" diam.)

- a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project
- b) Power saw
- c) And similar types of spreaders
- d) Concrete, rock, etc.
- e) Charred Materials
- f) Of all materials of an irritating nature including cement and lime
- g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS(continued)

Group 3

Asbestos Removal		Powdermen
Bit Grinder		Power Saw Operators (d)
Concrete Saw Operator		Pumpcrete Nozzleman
Drill Doctor		Sand Blasting (dry)
Drill Operators (a)		Pipe Layers of all Types
Gunite Nozzleman		Sewer Timberman
High Scalers,		Track Liners (e)
Strippers, Drillers(b)		Tugger Operator
Laser Beam (c)		Tunnel-Chuck Tenders
Manhole Builder		Vibrator (4" and larger)
Nippers & Timbermen		Water Blaster
Nuclear Plant Worker -		Welder
Lead Shield		

- 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

Asphalt Rakers
Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam
Motorman - Dinky Locomotive
Shield Operator
Tunnel Miners
Tunnel Powderman

Group 5

Clean-up Laborers (building only)***
Demolition, Wrecking, & Moving (building only)***
Flagger

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):

Area 1	17.75	6.18
Area 2	17.75	6.18
Area 3	13.75	4.49
Area 4	13.75	4.49
Area 5	13.75	4.49
Area 6	13.75	4.49
Area 7	13.75	4.49
Area 8	13.75	4.49
Area 9	17.75	6.18
Area 10	13.75	4.49
Area 11	13.75	4.49
Area 12	16.21	2.14
Area 13	13.69	2.59
Area 14	13.37	2.33

<u>Area 1</u>	Clatsop, Columbia, Tillamook
<u>Area 2</u>	Clackamas, Multnomah, Washington, Yamhill (north half)
<u>Area 3</u>	Marion, Polk, Yamhill (south half)
<u>Area 4</u>	Benton, Lincoln, Linn
<u>Area 5</u>	Lane
<u>Area 6</u>	Douglas
<u>Area 7</u>	Coos, Curry
<u>Area 8</u>	Jackson, Josephine
<u>Area 9</u>	Hood River, Sherman, Wasco
<u>Area 10</u>	Crook, Deschutes, Jefferson
<u>Area 11</u>	Klamath, Lake, Harney
<u>Area 12</u>	Gilliam, Grant, Morrow, Umatilla, Wheeler
<u>Area 13</u>	Baker, Union, Wallowa
<u>Area 14</u>	Malheur

LINE CONSTRUCTION

Area 1:		
o Group 1	24.73	5.59
o Group 2	22.34	5.51
o Group 3	17.37	4.34
o Group 4	19.27	4.40
o Group 5	16.86	4.32
o Group 6	15.85	4.29
Area 2:		
o Cable Splicers	23.38	4.74
o Journeyman Lineman	21.20	4.66
o Line Equip. Mech. (Right-of-way)	17.98	4.51
o Line Equip. Oper.	17.98	4.51
o Groundman	13.15	4.30

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

LINE CONSTRUCTION(continued)

Area 1

All counties except Malheur County

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

MARBLE SETTERS (Includes Granite)

Area 1	22.60	5.92
Area 2	20.72	5.28

Area 1

Baker	Hood River	Multnomah	Wallowa
Benton (a)	Lincoln (a)	Polk	Wasco (a)
Clackamas	Linn (a)	Sherman	Washington
Clatsop	Malheur (a)	Tillamook	Yamhill
Columbia	Marion	Umatilla	
Gilliam	Morrow	Union	

Area 2

Benton (b)	Douglas	Josephine	Linn (b)
Crook	Grant	Klamath	Malheur (b)
Coos	Harney	Lake	Wasco (b)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln (b)	

a) North half
b) South half

PAINTERS & DRYWALL TAPERS

Area 1

o Painters & Drywall Tapers 12.90 2.51

Area 2

o Brush Painting 16.50 2.70
(Add \$0.50 to base rate for spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning.)
(Add \$0.50 to base rate for work over 60 ft high on swing stage, mechanical climber, spider, or bucket truck.)
o Drywall Tapers 21.40 4.33

Area 1

Malheur County

Area 2

Remaining Counties

PLASTERERS

o Nozzleman	22.26	4.81
o Swinging scaffold	21.26	4.81
o all other work	20.76	4.81

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both)	21.27	5.35
Area 2 (Both)	24.50	7.70
Area 3 (Both)	22.49	6.15

Area 1

Baker
Harney (a)
Malheur

Area 2

Grant (b)
Morrow
Umatilla
Wallowa
Union

Area 3

All remaining counties

a) Except Northwest Portion b) Except Southwest Corner

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

POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate):

o Group 1	21.53	6.30
o Group 2	21.16	6.30
o Group 3	20.51	6.30
o Group 4	20.08	6.30
o Group 5	19.55	6.30
o Group 6	18.00	6.30

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.

ZONE RATES
(Add to Zone 1 Rate)

Zone 2	1.50
Zone 3	3.00

ZONE DESCRIPTIONS

Portland to Salem Metropolitan Area

Zone 1: Projects within the boundary of a region described as follows: Those portions of Multnomah, Clackamas, and Marion Counties which are West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22. Also those portions of Washington County East of Highway 47, and of Yamhill County East of Highway 47 and Highway 99W.

Zone 2: Projects outside of any Zone 1, but less than 50 miles from the Portland city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 50 miles from the Portland city hall.

Albany, Eugene, Roseburg, Grants Pass, Medford

Zone 1: Projects within 30 miles of the City Hall of the above cities.

Zone 2: Projects outside of any Zone 1 and more than 30 miles but less than 50 miles from the city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 50 miles from the city hall.

Longview, Coos Bay, Klamath Falls, Bend

Zone 1: Projects within 20 miles of the City Hall of the above cities.

Zone 2: Projects outside of any Zone 1, and more than 20 but less than 40 miles from the city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 40 miles from the city hall.

POWER EQUIPMENT OPERATORS (continued)
ZONE DESCRIPTIONS (continued)

Astoria, The Dalles, Pendleton, LaGrande, Baker, Ontario, McMinnville
Zone 1: Projects within 5 miles of the city hall of the above cities.
Zone 2: No Zone 2 for these cities.
Zone 3: Projects outside of any Zone 1 or 2, and more than 5 miles from the city hall.

GROUP CLASSIFICATIONS

ASPHALT

- 6 Plant Oiler
- 6 Plant Fireman
- 6 Pugmill Operator (any type)
- 6 Truck mounted asphalt spreader, with screed
- 4 Screed Operator
- 5 Extrusion Machine Operator
- 2 Asphalt Plant Operator (any type)
- 4 Asphalt Paver Operator
- 5 Roller Operator (any asphalt mix)
- 4 Diesel-Electric Engineer, Plant
- 5 Asphalt Burner and Reconditioner Operator (anytype),⁸⁴
- 4 Roto-Mill, pavement profiler operator, under 6 foot lateral cut
- 5 Roto-Mill, pavement profiler, ground man
- 2 Roto-Mill, pavement profiler operator, 6 foot lateral cut and over

BLADE

- 6 Blade Operator, pulled type
- 4 Blade Operator
- 4 Blade Operator, Finish
- 4 Blade Operator, externally controlled by electronic, mechanical hydraulic means
- 4 Blade Operator, multi-engine
- 2 Auto Grader or "Trimmer" Operator

BULLDOZERS

- 4 Bulldozer Operator
- 4 Drill Cat Operator
- 4 Side-Boom Operator
- 2 Tandem bulldozer operator (quadnine and similar type, D-11)
- 4 Bulldozer Operator, twin engine (TC 12 and similar type, D-10)
- 4 Cable-Plow Operator (any type)

TRADES	BASIC	FRINGE	TRADES	BASIC	FRINGE
	HOURLY			HOURLY	

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

HEATING PLANT

- 6 Temporary Heating Plant Operator
- 4 Surface Heater and Planer Operator

HYDRAULIC HOES

- 5 Hydraulic Backhoe Operator, wheel type 3/8 cu. yd. and under with or without front end attachments 2-1/2 cu. yd. and under (Ford, John Deere, Case type)
- 4 Hydraulic Backhoe Operator, Track Type 3/8 cu.yd. (Note: Over 3/8 cu. yd. takes Shovel Classification rate)

LOADERS

- 6 Bobcat, Skid Steer (under 1 cubic yard)
- 6 Bucket Elevator Loader Operator, Barber-Greene and similar types
- 5 Loaders, rubber-tired type, 2-1/2 cu. yd. and under
- 5 Elevating Grader Operator, Tractor Towed requiring Operator or Grader
- 4 Belt Loader Operator, Kolman and Ko Cal types
- 4 Loader Operator, front end and overhead, 2-1/2 cu. yd. and under 4 cu. yd.
- 4 Elevating Loader Operator, Athey and similar types
- 4 Elevating Grader Operator, Sierra, Euclid or similar types
- 3 Loader Operator, 4 cu. yd. but less than 6 cu. yd.
- 2 Loader Operator, 6 cu. yd. and over

OILERS

- 6 Oiler
- 6 Guardrail Punch Oiler
- 6 Truck Crane Oiler-Driver, 25 ton or over
- 6 Auger Oiler
- 6 Grade Oiler, required to check grade
- 5 Service Oiler (Greaser)
- 6 Grade Checker

PILEDRIVERS (Use Crane rates when driving or pulling piling)

- 4 Hammer Operator
- 4 Piledriver Operator (not crane type)

PIPE LINE - Sewer Water

- 6 Tar Pot Fireman
- 6 Tar Pot Fireman (power agitated)

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

PIPE LINE - Sewer Water (continued)

- 6 Hydraulic Pipe Press Operator
- 5 Hydra Hammer or similar types
- 5 Pavement Breaker Operator
- 4 Pipe Cleaning Machine Operator
- 4 Pipe Doping Machine Operator
- 4 Pipe Bending Machine Operator
- 4 Pipe Wrapping Machine Operator
- 4 Boring Machine Operator
- 4 Back Filling Machine Operator

PUMPS

- 6 Pump Operator, any power
- 6 Hydrostatic Pump Operator
- 5 Pump Operator, more than 5 (any size)
- 5 Pot Rammer Operator

RAILROAD EQUIPMENT

- 6 Brakeman
- 6 Oiler
- 6 Switchman
- 6 Motorman
- 6 Ballast Jack Tamper Operator
- 5 Locomotive Operator
- 5 Ballast Regulator Operator
- 5 Ballast Tamper Multi-Purpose Operator
- 5 Track Liner Operator
- 5 Tie Spacer Operator
- 5 Shuttle Car Operator

REMOTE CONTROL

- 2 Remote controlled earth-moving equipment

REPAIRMEN, Heavy Duty

- 6 Parts Man (Tool Room)
- 6 H.D. Repairman Assistant
- 6 Welder's Assistant
- 4 Diesel-Electric Engineer (Plant or Floating)
- 4 Bolt Threading Machine Operator
- 4 Drill Doctor (Bit Grinder)
- 4 H.D. Mechanic
- 4 H.D. Welder
- 4 Machine Tool Operator
- 4 Combination H.D. Mechanic-Welder, when dispatched and/or when required to do both
- 4 Welder - Certified, when dispatched and/or required

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued)			<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued)		
<u>RUBBER-TIRED SCRAPERS</u>			<u>SWEEPERS</u>		
4			6		Broom Operator, self-propelled
4			5		Sweeper Operator (Wayne type) self-propelled
4			<u>TRACTOR - RUBBER TIRED</u>		
4			5		Tractor Operator, rubber-tired, 50 H.P. Flywheel and under
3			4		Tractor Operator, rubber-tired, over 50 H.P. Flywheel
2			4		Tractor Operator, with boom attachment
4			4		Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type)
4			<u>TRENCHING MACHINE</u>		
3			6		Oiler
<u>SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR</u>			6		Grade Oiler (required to check grade)
6			5		Trenching Machine Operator, maximum digging capacity 3 ft. depth
6			4		Trenching Machine Operator, maximum digging capacity over 3 ft. depth
6			4		Back Filling Machine Operator
4			2		Wheel Excavator
4			2		Canal Trimmer
4			2		Band Wagon (in conjunction with wheel excavator)
4			<u>TUNNEL</u>		
2			4		Mucking Machine Operator
<u>SIGNALMAN</u>			6		Conveyor Operator (any type)
6			4		Shield Operator
6			6		Air Filtration Equipment Operator
<u>SURFACING (BASE) MATERIAL</u>			6		Dinkey Operator
6			6		Oiler
5			4		Tunnel Boring Machine Operator
6			<u>WELDING MACHINES</u>		
6			6		Welding Machine Operator
5			<u>UNDERWATER EQUIPMENT</u>		
6			2		Underwater Equipment Operator, remote or otherwise, when used in construction work

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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ROOFERS

(Installation and removal of sheet metal roofing is done by sheetmetal workers.)

Area 1:		
o Roofers	17.89	4.60
o Handling coal tar pitch	19.68	4.60
Area 2:		
o Roofers	16.54	5.38
(Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)		
Area 3:		
o Roofers	14.85	3.33
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)		
Area 4:		
o Roofers	16.00	4.85
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)		
Area 5:		
o Roofers	16.50	5.42
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)		

<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 2(cont)</u>
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	
<u>Area 3</u>	<u>Area 4</u>	<u>Area 5</u>	
Malheur	Umatilla	Morrow	
	Union		
	Wallowa		

SHEETMETAL WORKERS

Area 1 20.39 6.64
 (Add \$0.75 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)

Area 2 18.51 5.03
 (Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 feet or more)
 (Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3 22.22 6.27
 (Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask)
 (Add \$1.00 to base rate for work where employee is required to wear a fresh air mask due to nuclear related work)
 (Add \$.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground)

Area 4 17.96 4.67

Area 5 17.75 4.88

<u>Area 1</u>			
Benton	Gilliam	Linn	Tillamook
Clackamas	Grant	Marion	Wasco
Clatsop	Harney	Multnomah	Washington
Columbia	Hood River	Polk	Wheeler
Crook	Jefferson	Sherman	Yamhill
Deschutes	Lincoln		
<u>Area 2</u>			
Baker	Morrow	Douglas	Coos
Malheur	Umatilla	Jackson	Curry
	Union	Josephine	
	Wallowa	Klamath	
		Lake	
		Lane	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>SOFT FLOOR LAYERS</u>	17.58	4.93 + a

a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.

<u>SPRINKLER FITTERS</u>	21.40	6.13
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TENDERS TO MASON TRADES

- o Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.

16.86 4.97

(Add \$0.50 to base rate for refractory work)
(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)

<u>TENDERS TO PLASTERERS</u>	16.50	4.97
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<u>TILE SETTER</u>	19.55	5.43
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(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.)

TILE, TERRAZZO, BRICK & MARBLE FINISHERS

- o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.

14.84 3.95

(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.)
(Add \$0.75 to fringe for refractory repair work.)

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>TRUCK DRIVERS</u>		

Zone 1 (Base Rate):

o Group 1	18.57	6.14
o Group 2	18.69	6.14
o Group 3	18.82	6.14
o Group 4	19.07	6.14
o Group 5	19.29	6.14
o Group 6	19.44	6.14
o Group 7	19.64	6.14

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.

Zone Differential for 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.

Reference Cities

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	

<u>Work</u>	<u>Group</u>
A-Frame or Hydra-lift Truck w/load bearing surface	1
Battery Rebuilder	1
Bus or Man-Haul Driver.	1
Concrete Buggies (Power operated)	1
Drivers and Helpers handling sacked cement--add 15¢ per hour	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
TRUCK DRIVERS (continued)			TRUCK DRIVERS (Continued)		
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:					
Up to and inc. 10 cu. yds.		1	Tireman, full-time basis.		1
Over 10 cu. yds. and inc. 30 cu. yds.		3	Truck Assistant		1
Over 30 cu. yds. and inc. 50 cu. yds.		4	Truck Mechanic--Welder--Body Repairman		3
Over 50 cu. yds. and inc. 60 cu. yds.		5	Truck Mechanic Assistant		1
Over 60 cu. yds. and inc. 80 cu. yds.		6	Water Wagons (Rated Capacity) up to:		
Over 80 cu. yds. and inc. 100 cu. yds.		7	3000 gallons		1
Dumpsters or Similar Equipment--all sizes		2	3000 to 5000 gallons		2
Flaherty Spreader Driver or Leverman		2	5000 to 10,000 gallons.		3
Lift Jitneys, Fork Lifts--all sizes--used in loading, unloading & transporting material on job site.		1	10,000 to 15,000 gallons		4
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated.		1	Winch Truck--takes classification of truck on which winch is mounted		
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials		2	WELDERS; RIGGERS		
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.		1	Receive rate for craft performing operation to which welding and rigging are incidental.		
Lumber Carrier, Driver-Straddle Carrier--used in loading, unloading and transportation of material on job site.		2			
Oil Distributor Driver or Leverman.		2			
Pilot Car		1			
Slurry Truck Driver or Leverman		1			
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.		2			
Over 7 cu. yds. and inc. 11 cu. yds.		3			
Over 11 cu. yds. and inc. 15 cu. yds.		4			
Team Drivers.		1			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ASBESTOS WORKERS</u>			<u>BRICKLAYERS/STONEMASONS</u>	19.72	5.28
<u>Installation</u> of insulation on mechanical systems*			<u>CARPENTERS</u>	13.20	3.67
Journeyman Asbestos Worker			<u>CEMENT MASONS</u>	10.00	0
o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.)	20.79	6.01	<u>DRYWALL/WETWALL</u>		
o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.)	20.79	6.01	o Drywall (Accoustical and Drywall Applicator)	18.53	6.32
			o Wetwall (Lather)	17.68	7.17
			<u>ELECTRICIANS</u>		
			Coos, Curry, Douglas (western portion)		
			o Electricians	20.85	6.42
			Josephine, Douglas (eastern portion)		
			o Electricians	20.75	6.57
			o Cable Splicers	20.75	6.57
<u>Removal</u> of insulation on mechanical systems* which are not going to be scrapped.**			<u>ELEVATOR CONSTRUCTORS</u>		
o Hazardous Materials Handler Mechanic (in any type of project regardless of value)	13.65	3.10	o Mechanic	24.53	6.79 + a
			o Helper	17.17	6.59 + a
			o Probationary Helper	12.27	0.33
* Mechanical systems include pipes, boilers, ducts, flues, breechings, etc.			a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.		
** The removal of all insulation materials from mechanical systems is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrapped. It does not matter whether the insulation materials contain asbestos. <u>Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc.) insulation.</u> They also do loading of any insulation materials that have already been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site.			<u>GLAZIERS</u>	21.32	4.44
			(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
			(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
<u>BOILERMAKERS</u>	22.37	8.14	<u>INSULATORS (BAT AND BLOWN)</u>	7.85	0
			<u>IRONWORKERS</u>		
			o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.25	8.17
			<u>LABORERS</u>	9.10	4.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
LIMITED ENERGY ELECTRICIANS			TENDERS TO MASON TRADES		
May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):			o Tenders for Bricklayers 16.86 4.97 (Add \$0.50 to base rate for refractory work) (Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)		
PAINTERS	13.00	0	TENDERS TO PLASTERERS 16.50 4.97		
PLASTERERS			TILE SETTER 19.55 5.43		
o Nozzleman	22.26	4.81	(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.)		
o Swinging scaffold	21.26	4.81	TILE, TERRAZZO, BRICK & MARBLE FINISHERS		
o all other work	20.76	4.81	o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.		
PLUMBERS & STEAMFITTERS/PIPEFITTERS			14.84 3.95 (Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.) (Add \$0.75 to fringe for refractory repair work.)		
	22.49	6.15	TRUCK DRIVERS		
POWER EQUIPMENT OPERATORS			Zone 1 (Base Rate):		
Backhoes	12.94	1.56	o Group 1 18.57 6.14		
Bulldozers	13.50	1.56	o Group 2 18.69 6.14		
Loader	13.50	1.56	o Group 3 18.82 6.14		
ROOFERS	8.00	0	o Group 4 19.07 6.14		
SHEETMETAL WORKERS			o Group 5 19.29 6.14		
Coos, Curry	17.75	4.88	o Group 6 19.44 6.14		
Douglas, Josephine	17.96	4.67	o Group 7 19.64 6.14		
SOFT FLOOR LAYERS			Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.		
	17.58	4.93 + a	Zone Differential for Truck Drivers (Add to Zone 1 Rate) Zone 2 .65 Zone 3 1.15 Zone 4 1.70 Zone 5 2.75		
a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.					
SPRINKLER FITTERS	21.40	6.13			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS																																
TRUCK DRIVERS (continued)			TRUCK DRIVERS (Continued)																																		
<p><u>Zone 1:</u> Projects within 30 miles of City Hall in the Cities listed below.</p> <p><u>Zone 2:</u> More than 30 miles but less than 40 miles.</p> <p><u>Zone 3:</u> More than 40 miles but less than 50 miles.</p> <p><u>Zone 4:</u> More than 50 miles but less than 80 miles.</p> <p><u>Zone 5:</u> More than 80 miles.</p> <p><u>Reference Cities</u></p> <table border="0"> <tr> <td>Albany</td> <td>Eugene</td> <td>Longview</td> <td>Portland</td> </tr> <tr> <td>Astoria</td> <td>Goldendale</td> <td>Madras</td> <td>Port Orford</td> </tr> <tr> <td>Baker</td> <td>Grants Pass</td> <td>Medford</td> <td>Reedsport</td> </tr> <tr> <td>Bend</td> <td>Hermiston</td> <td>McMinnville</td> <td>Roseburg</td> </tr> <tr> <td>Brookings</td> <td>Hood River</td> <td>Newport</td> <td>Salem</td> </tr> <tr> <td>Burns</td> <td>Klamath Falls</td> <td>Oregon City</td> <td>The Dalles</td> </tr> <tr> <td>Coos Bay</td> <td>LaGrande</td> <td>Ontario</td> <td>Tillamook</td> </tr> <tr> <td>Corvallis</td> <td>Lakeview</td> <td>Pendleton</td> <td></td> </tr> </table> <p><u>Work</u> <u>Group</u></p> <p>A-Frame or Hydra-lift Truck w/load bearing surface. 1</p> <p>Battery Rebuilder 1</p> <p>Bus or Man-Haul Driver. 1</p> <p>Concrete Buggies (Power operated) 1 Drivers and Helpers handling sacked cement--add 15¢ per hour</p> <p>Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:</p> <p>Up to and inc. 10 cu. yds. 1</p> <p>Over 10 cu. yds. and inc. 30 cu. yds 3</p> <p>Over 30 cu. yds. and inc. 50 cu. yds 4</p> <p>Over 50 cu. yds. and inc. 60 cu. yds 5</p> <p>Over 60 cu. yds. and inc. 80 cu. yds 6</p> <p>Over 80 cu. yds. and inc. 100 cu. yds 7</p> <p>Dumpsters or Similar Equipment--all sizes 2</p> <p>Flaherty Spreader Driver or Leverman 2</p> <p>Lift Jitneys, Fork Lifts--all sizes--used in loading, unloading & transporting material on job site. 1</p> <p>Loader and/or Leverman on Concrete Dry Batch Plant, manually operated. 1</p>			Albany	Eugene	Longview	Portland	Astoria	Goldendale	Madras	Port Orford	Baker	Grants Pass	Medford	Reedsport	Bend	Hermiston	McMinnville	Roseburg	Brookings	Hood River	Newport	Salem	Burns	Klamath Falls	Oregon City	The Dalles	Coos Bay	LaGrande	Ontario	Tillamook	Corvallis	Lakeview	Pendleton		<p>Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials 2</p> <p>Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination. 1</p> <p>Lumber Carrier, Driver-Straddle Carrier--used in loading, unloading and transportation of material on job site. 2</p> <p>Oil Distributor Driver or Leverman. 2</p> <p>Pilot Car 1</p> <p>Slurry Truck Driver or Leverman 1</p> <p>Solo Flat Bed and Misc. Body Trucks--0-10 tons 1</p> <p>Transit Mix and Wet or Dry Mix Trucks:</p> <p>5 cu. yds. and under 1</p> <p>Over 5 cu. yds. and inc. 7 cu. yds 2</p> <p>Over 7 cu. yds. and inc. 11 cu. yds 3</p> <p>Over 11 cu. yds. and inc. 15 cu. yds. 4</p> <p>Team Drivers. 1</p> <p>Tireman, full-time basis. 1</p> <p>Truck Assistant 1</p> <p>Truck Mechanic--Welder--Body Repairman 3</p> <p>Truck Mechanic Assistant. 1</p> <p>Water Wagons (Rated Capacity) up to:</p> <p>3000 gallons 1</p> <p>3000 to 5000 gallons 2</p> <p>5000 to 10,000 gallons. 3</p> <p>10,000 to 15,000 gallons 4</p> <p>Winch Truck--takes classification of truck on which winch is mounted</p> <p>WELDERS; RIGGERS</p> <p>Receive rate for craft performing operation to which welding and rigging are incidental.</p>		
Albany	Eugene	Longview	Portland																																		
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(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Name, Address, And Social Security Number of Employee	Trade Classification (Include group number if applicable)								Total	Basic Hourly Rate Of Pay	Hourly Fringe Benefit Paid As Wage To Employee	Gross Amount Earned	Total Deductions FICA, FED, STATE, ETC.	Net Wage Paid For Week	Hourly Fringe Benefit Paid To Party, Plan, Fund or Program	Name Of Benefit Party, Plan, Fund, or Program
		HOURS WORKED EACH DAY							Hours							
		OT														
		S														
		OT														
		S														
		OT														
		S														
		OT														
		S														

CERTIFIED STATEMENT

I _____ do hereby state:
 (Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____;
 (Contractor, Subcontractor or Surety) (Building or work)
 that during the payroll period 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 as follows: _____

(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 in the contract; that the classification set forth therein for each worker conforms with work performed.

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

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

NAME AND TITLE

SIGNATURE

Note to Contractors: Essential information has been provided on the shaded lines of this form by the contracting agency. You must attach copies of this form to each of your payroll submissions on this project. See the BOLI publication Prevailing Wage Rates for Public Works Contracts in Oregon for instructions on completing this form.

File this form with the contracting agency and send a true copy to the Bureau of Labor and Industries, Wage and Hour Division, 800 NE Oregon St. #32, Portland, OR 97232.
 FORM WH-38S (REV 8/93)

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM,
WH-38 (Rev 1/94)

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 benefits to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringe benefits.

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 fringe benefits, and provides for the contractor's representation in the payroll/certified statement that he/she is paying other benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the form follow:

Fill in the box at the top of the form. Fill in the appropriate Prime Contractor or Subcontractor box. Be sure to enter the date the contract was first advertised for bid, if it has not been already entered by the Public Contracting Agency. If you are not sure of this date, contact the Public Contracting Agency.

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 can be listed.

Column 2 - Trade Classifications: List the classification found in the Bureau of Labor and Industries publication "Prevailing Wage Rates for Public Works Contracts in Oregon," which is most descriptive of the work actually performed by the employee. Give the group number for those worker classifications which include such information. Consult the worker classifications and minimum Prevailing Wage Rate schedule set forth in contract specifications. Refer to the appropriate Prevailing Wage Rates in effect at the time the contract was first advertised for bid for information regarding trade classifications, basic hourly rates, and hourly fringe benefits. Indicate which workers are apprentices, if any, and give their current percentage, trade classification, and group number when applicable. If additional worker classifications are deemed necessary, contact the contracting public agency. If an employee works in more than one worker classification, use the highest rate for all hours worked, or use separate line entries to show hours worked, rate of pay, and fringe benefit for each classification.

Column 3

- DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, Sn) in the top row of boxes, and the number of the day of the month below.

- HOURS WORKED EACH DAY: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and all hours worked on legal holidays as defined in ORS 279.334. See ORS 279.334(3) for exceptions to this requirement.

Column 4 - Total Hours: Enter separately the total number of overtime hours and straight time hours worked by each listed classification during this pay period; overtime ("OT") on top, straight time ("S") immediately below.

Column 5 - Basic Hourly Rate of Pay: Enter the basic hourly rate and the overtime hourly rate (if any) paid the employee in the appropriate overtime and straight time boxes. Payment of not less than one and one half times the basic or regular rate paid is required for overtime under ORS 279.334.

Column 6 - Hourly Fringe Benefit Paid as Wages to the Employee: Enter any additional cash paid directly to the employee in lieu of fringe benefits. It is not necessary to pay time and a half for overtime work on those wages which are paid in lieu of fringe benefits.

Column 7 - Gross amount earned: Enter the gross wages earned by the worker in this classification for all listed straight time hours, all listed overtime hours, and including all additional amounts paid directly to the employee.

Column 8 - Total Deductions, FICA, FED, STATE, ETC: Enter the total amount of deductions withheld from each employee for just those hours reported on this payroll/certified statement for this project. All deductions must be in accordance with the provisions of ORS 652.610.

Column 9 - Net Wages Paid for Week: Enter the amount of wage actually paid to the employee after subtracting the total deductions reported in Column 8 from the gross amount earned shown in Column 7.

Column 10 - Hourly Fringe Benefit Paid to Party, Plan, Fund or Program: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund or program for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form.

Column 11 - Name of Benefit Party, Plan, Fund or Program: Enter the name of the party, plan, fund or program that corresponds to the amount shown as an hourly fringe benefit in Column 10.

Summary - In order to determine if the wages and fringe benefits being certified by this statement are sufficient to meet Prevailing Wage Rate requirements, the following check may be performed:

1. Consider each Trade Classification listed in Column 2.
2. For that Trade Classification, take the sum of:
 - a) the Basic Hourly Rate of Pay (Column 5),
 - b) the Hourly Fringe Benefit Paid as Wage to Employee (Column 6),
 - c) and the Hourly Fringe Benefit Paid To Party, Plan, Fund or Program (Column 10).
3. This sum must equal or exceed the sum of the Basic Hourly Rate (including zone pay and special wage differentials, if any) and the Fringe Benefit as they are listed for that Trade Classification in the appropriately dated issue of the Bureau of Labor and Industries publication; Prevailing Wage Rates for Public Works Contracts in Oregon.

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR _____ - _____

PAGE _____ OF _____

(Name of State or Local Government Agency)

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 279.023 generally states that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to that agency that the agency plans to fund in the budget period... If the agency decides to use its own equipment and personnel for constructing projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. **NOTE:** This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 800 NE Oregon St. # 32, Portland, Oregon 97232.

BUREAU OF LABOR AND INDUSTRIES
NOTICE OF AWARD OF PUBLIC WORKS CONTRACT
(For use by Public Agencies in Complying with ORS 279.363)

1. CONTRACTING AGENCY INFORMATION

Name CITY OF NEWBERG 1236
Address .414 E FIRST STREET
City, State, Zip .NEWBERG OR 97132
Agency Representative . PUBLIC WORKS MANAGER Phone 537-1214

2. CONTRACT INFORMATION

Project Name [REDACTED] Project Number [REDACTED]
Project Manager Name [REDACTED] Fax Number [REDACTED]
Location of Work [REDACTED] Phone [REDACTED]
County [REDACTED]
Contract Amount [REDACTED]
Source of Funds (i.e. 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) [REDACTED]
Date Contract Specifications First Advertized For Bid [REDACTED]
Date Contract Awarded [REDACTED] Date Work Expected to Begin [REDACTED]

3. PRIME CONTRACTOR INFORMATION

Name [REDACTED]
Address [REDACTED]
City, State, Zip [REDACTED] Phone [REDACTED]
Construction Contractors Board Registration Number [REDACTED]
Workers' Comp Insurance Company [REDACTED]
Workers' Comp Policy/Binder Number [REDACTED]

RETURN THIS COMPLETED FORM TO:

Bureau of Labor and Industries
Wage and Hour Division Rm 1160
Prevailing Wage Section
800 NE Oregon # 32
Portland, Oregon 97232
731-4074 ext. 233
Fax Number 731-4623

Please fill out this entire form.
Make sure the information you enter
on the shaded lines matches the infor-
mation you provide your contractors
on the shaded lines of the forms Cer-
tified Payroll (WH-38), and List of
Subcontractors by Project (WH-303).
See instruction sheet for details.

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

LIST OF SUBCONTRACTORS BY PROJECT
For use by Prime Contractors in Complying with
ORS 701.055 (11) and OAR 812-03-000 (14)

PRIME CONTRACTOR NAME _____

Address _____

City, State, Zip _____ Phone _____

PROJECT NAME AND NUMBER _____

Project Location _____

CONTRACTING CITY OF NEWBERG 537-1214
AGENCY NAME _____ Phone _____

<u>SUBCONTRACTOR NAME</u>	<u>CCB REGISTRATION NUMBER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
---------------------------	--	----------------	-------------------------

The primary contractor shall provide the initial list of subcontractors to the contracting public agency and to the Wage and Hour Division of the Bureau of Labor and Industries, 800 NE Oregon #32, Portland, OR 97232, on the same date that the initial payroll and certified statement form WH-38 is due. The primary contractor will prepare and submit updated lists of subcontractors with each submittal of the payroll and certified statement.

TECHNICAL PROVISIONS
1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director

TECHNICAL PROVISIONS

SECTION 1.00 MOBILIZATION

1.01 Description

This section consists of the preparatory operations necessary to move personnel, equipment, and materials to the project site; establish facilities necessary for the work; for premiums on bond and insurance for the work; for other operations performed or costs incurred before the beginning of the work; and for de-mobilization.

1.02 Materials

The Contractor shall provide all materials required to accomplish the work as specified.

1.03 Construction

The Contractor shall set up construction facilities in a neat and orderly manner within designated or approved work areas.

1.04 Measurement and Payment

a. Lump Sum Basis. When listed in the bid schedule as a pay item, payment for mobilization will be made as follows: the first payment, in the amount of 75% of the mobilization, will be paid when 10% of the work has been completed. The remaining balance for the mobilization will be paid after substantial completion. Mobilization shall not be more than ten percent (10%) of the total contract bid.

b. Incidental Basis. When neither specified nor listed in the proposal for separate payment, mobilization will be considered incidental work for which no separate payment will be made.

TECHNICAL PROVISIONS

SECTION 2.00 ASPHALT CONCRETE

2.01 Scope.

This work shall consist of constructing one or more courses of asphalt concrete pavement on a prepared base in accordance with these specifications, and in reasonably close conformity to the lines, grades, thicknesses and cross-sections shown on the plans or established by the Engineer.

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

Unless otherwise specified herein or in applicable subsections, types and grades of materials shall conform to the current Oregon State Highway Division's "Specifications for Asphalt Materials" for Light Duty asphalt concrete, obtainable from the Engineer of Materials, ODOT, Salem, OR 97310.

2.10 Aggregate Materials

2.11 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 2.20 of these Specifications.

2.12 Tests.

Aggregates for flexible pavements will be subject to testing for the properties tabulated below. The contractor shall perform quality control testing of their aggregate materials on a periodic basis. The testing shall be of sufficient frequency so as to be representative of the aggregates used on the project. The test reports shall be submitted to the Engineer. The initial test report shall be submitted at the Pre-Construction Meeting.

<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
Sand Equivalent	AASHTO T 176	

TECHNICAL PROVISIONS

Soundness	AASHTO T 104	10% loss maximum
Unit Weight		
Specific Gravity		
- Coarse Aggregate	AASHTO T 85	
- Fine Aggregate	AASHTO T 84	
Liquid Limit	AASHTO T 89	
Plastic Limit	AASHTO T 90	
Friable Particles	AASHTO T 112	
- Coarse Aggregate		1.00% Max
- Fine Aggregate		1.50% Max

2.13 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 form 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 75% (by weight) of fragments which have at least one mechanically fractured face. The sieve analysis of Coarse Aggregate is shown in Table I.

Table I
Sieve Analysis of Aggregate

Percentages of Designated Sizes (by weight)

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

2.14 Fine Aggregate.

That portion of the aggregate passing the 1/4" sieve will 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. Fine Aggregate shall have at least one mechanically fractured face on not less than 60% of the particles (by weight). The sieve analysis of Fine Aggregate is shown in Table I above.

TECHNICAL PROVISIONS

Of the aggregate 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

Aggregate passing the 1/4" sieve shall conform to the following requirements of Liquid Limit and Plastic Limit:

<u>Percent of Material Passing No. 40 Sieve</u>	<u>Liquid Limit Maximum</u>	<u>Plastic Limit Maximum</u>
0 to 5.5	33	6
5.6 to 10.0	30	5
10.1 to 15.0	27	4
15.1 to 20.0	24	3
20.1 to 25.0	21	2
over 25	21	Non-plastic

2.15 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.

2.20 **Asphalt Concrete Materials**

2.21 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.

TECHNICAL PROVISIONS

2.22 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
Percentages of Total Aggregate (by weight)

Sieve Size Passing	Class "B"	Class "C"	Class "D"
1"	99-100	-	-
3/4"	92-100	99-100	-
1/2"	75-91	90-100	99-100
1/4"	50-70	52-80	85-100
No. 10	21-41	21-46	37-57
No. 40	6-24	8-25	13-29
No. 200	2-7	3-8	4-9
Asphalt Cement*	4-8	4-8	4-8

* Percent of total mix (by weight)

2.23 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 (Plus or Minus Percentage)</u>
Passing 1/4" Sieve or larger	6.0
Passing No. 10 and No. 40 Sieve	5.0
Passing No. 200 Sieve	2.0

TECHNICAL PROVISIONS

Asphalt Cement	0.5
Temperature of Mix	20°F

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.

2.24 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.

2.25 Asphalt Cement.

Asphalt Cement shall be "Aged Residue" (AR) grades AR-1000, AR-2000, AR-4000, AR-8000, and AR-16000, conforming to those specifications shown in Table IV. AR-4000 shall be the standard grade used in mix designs. The Contractor may utilize a different grade in their mix design, upon approval of the Engineer, when such use is necessary to produce the specified finished pavement.

Table IV

Requirements for Asphalt Cement Viscosity Graded at 140°F (60°C)
(Tests on residue from Rolling Thin-Film Oven Test)

<u>SPECIFICATION DESIGNATION</u>	<u>AASHTO Test</u>	Viscosity Grade				
		<u>AR- 1000</u>	<u>AR- 2000</u>	<u>AR- 4000</u>	<u>AR- 8000</u>	<u>AR- 16000</u>
Absolute Viscosity at 140°F, poise	T-202	750- 1250	1500- 2500	3000- 5000	6000- 10000	12000- 20000
Kinematic Viscosity at 275°F, cs, min.	T-201	140	200	275	400	550
Penetration at 77°F 100g/5sec, min.	T-49	65	40	25	20	20
Percent of original						

TECHNICAL PROVISIONS

penetration at 77°F, min. ***	-	100**	75	75	75
-------------------------------	---	-------	----	----	----

Ductility at 77°F. 5cm/min, min. cm.	T-51	100**	100**	75	75	75
---	------	-------	-------	----	----	----

TESTS ON ORIGINAL ASPHALT

Flash point, Pensky- Martens, deg. F. min.	T-73	400	425	440	450	460
---	------	-----	-----	-----	-----	-----

Solubility in Trichloroethylene 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 ductility at 77° is less than 100 cm. the material will be accepted if ductility at 60°F. is 100 cm. minimum at a rate of 5 cm/min.

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

2.26 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

2.27 Tack Coat Asphalt

Tack coat asphalt shall be one or another of the following emulsified asphalts

TECHNICAL PROVISIONS

as designated by the Engineer: CSS-1 or CSS-1h.

2.30 Construction

2.31 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.

2.32 Reconditioning Old Roadbed.

This work shall consist of the reconditioning of previously constructed roadbed sub-grades, 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.

2.33 Preparation of Surface.

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. Existing pavement surfaces shall be

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cleaned of all loose material, dirt and dust by brooming, by flushing with water or by other approved methods.

2.34 Application of Tack Coat.

The 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, waterproof joint.

Tack coat asphalt shall be applied to existing bituminous and Portland cement concrete surfaces prior to placing asphalt concrete. Apply the tack coat within a range of 0.20 to 0.30 gallons per square yard of surface, and within a temperature range of 125 to 165°F. Tack coat asphalt shall not be applied to any wet surfaces or when the air temperature is less than 60 degrees fahrenheit. 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.

Application of tack coat 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 only be permitted where the distributor truck cannot maneuver, or to touch-up areas applied by distributor truck.

2.35 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.

2.36 Equipment for Hauling and Placing.

Trucks - Vehicles used for hauling asphalt concrete shall have tight, smooth metal bottoms and shall be free from dust, screenings, petroleum oils, volatile or other mineral spirits which may affect the mix being hauled. Trucks shall be equipped with a tarpaulin cover to protect against moisture and against heat loss.

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.

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Rollers - Rollers and compactors shall be 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.

2.37 Leveling Course.

At the locations called for on the plans, or designated by the Engineer, the Contractor shall place a leveling course of asphalt concrete on existing pavements prior to construction of the asphalt concrete pavement, for the purpose of leveling existing irregular surfacings. The leveling work shall be a separate operation under the bid item "Leveling Course Asphalt." Use Class D asphalt concrete for the Leveling Course. Leveling material shall be spread by means of a paving machine except in small incidental areas as determined by the Engineer where other suitable equipment may be permitted.

2.38 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.

2.39 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 Section 2.36. 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 one foot. Special care shall be taken at longitudinal joints to provide the required bond and density.

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

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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.

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 uniform speed which will result, as close as practicable, in a continuous spreading and finishing operation. 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. The plan of the work, order of paving, and other details of performance, shall meet with the approval of the Engineer.

2.40 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 Section 2.36. The Contractor shall provide as many rollers or compactors as may be necessary to obtain specified density of the asphalt concrete.

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. Operate rollers at a uniform speed of not more than 3 MPH with the drive roll or drive wheels operated nearest the paver. For breakdown rolling use a tandem-wheeled steel roller. Make at least three complete roller coverages. For intermediate rolling, a tandem-wheeled or a pneumatic-tired wheel roller may be used. Make at least two complete roller coverages. For finish rolling, use a non-vibratory tandem-wheeled steel roller. Continue rolling until roller marks are eliminated.

Rolling shall begin at the sides and progress gradually to the center of the roadway, except that on super elevated 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 compact the asphalt concrete mixture to a density of not less than 96 percent of the density obtained on a laboratory compacted sample based on the Marshall standard laboratory procedure (ASTM D-1559) for

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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.

2.41 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 level 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.

2.42 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. The thickness of a regular course, or of a leveling course, shall not exceed the following:

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

2.43 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 centerline 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.

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2.44 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. If measurement is by ton basis, it will be based on the weight tickets delivered by the Contractor to the Inspector on a daily basis.

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SECTION 3.00 SLURRY SEAL

3.01 General.

This specification applies to the mix design, testing, construction, and quality control required for the proper application of an emulsified asphalt slurry seal surface (slurry seal).

3.02 Description.

The slurry seal shall consist of a mixture of approved materials including emulsified asphalt, mineral aggregate, water and specified additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Engineer. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid resistant surface texture.

3.10 Materials

3.11 Asphaltic Emulsion.

The asphalt shall be a cationic quick-setting type CQS-1h, as specified in ASTM D2397, with property limits as shown below. The cement mixing test is waived. The Contractor shall furnish a certified statement from the manufacturer of the emulsion giving the analysis of the base asphalt used in its manufacture.

<u>Properties</u>	<u>Limits</u>
Viscosity at 77°F. Saybolt-Furol	20-100 sec., max.
Asphalt residue by distillation, % wt.	57%, min.
Sieve test, % retained on No. 20 mesh	0.10%, max.
pH	6.5, max.
Settlement, 5 days	1%
Particle charge	Positive
Tests on residue from distillation:	
Penetration at 77°F., 100g., 5 sec.	40-100 cm
Solubility in trichloroethylene, % wt.	97%, min.
Ductility at 77°F.	40 cm, min.

3.12 Aggregate.

The mineral aggregate shall be 100% crushed rock, sound, durable, hard,

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resistant to abrasion and free from lamination, weak cleavages and undesirable weathering. Smooth-textured sand of less than 1.25% water absorption shall not exceed 50% of the total combined aggregate. The aggregate shall be of such character that it will not disintegrate from the action of air, water, or the conditions to be met in handling and placing and shall have a specific gravity of not less than 2.60. It shall be clean and free from deleterious impurities, including alkali, earth, clay, and refuse. The aggregate gradation limits are shown in Table I. The Contractor shall furnish a certified statement from the manufacturer of the aggregate that the gradation conforms to Table I. Aggregate test requirements are listed in Table II.

TABLE I
Gradation Limits of Aggregate (by weight)

<u>Sieve Size</u>	<u>Type II % Passing</u>	<u>Type III % Passing</u>
3/8"	100	100
No. 4	90-100	70-90
No. 8	65-90	45-70
No. 16	45-70	28-50
No. 30	30-55	19-34
No. 50	18-30	12-25
No. 100	10-21	7-18
No. 200	5-15	5-15
Asphalt		
Content (% of Dry Aggregate wt.)	7.5-13.5	6.5-12

TABLE II
Aggregate Test Requirements

Hardness, AASHTO T96	35% max.
Soundness, AASHTO T104, using NaSO ₄	15% max.
Soundness, AASHTO T104, using MgSO ₄	20% max.
Oregon Degradation	30% max.
Friable Particles, AASHTO T112	1.50% max.
Sand Equivalent, ASTM D2419	55% min.

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3.13 Stockpiling of Aggregates.

The contractor shall be fully responsible for location of and obtaining permission to use stockpile sites. The contractor shall make their own arrangement for its use and assume full responsibility for its rental, preparation, maintenance and cleanup in a manner satisfactory to the City and the property owner. Precautions shall be taken to insure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

3.14 Emulsion Storage.

The contractor shall provide suitable storage facilities for the asphalt emulsion. Suitable heat shall be provided if necessary.

3.15 Mineral Filler.

Portland Cement, hydrated lime, limestone dust, flyash or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

3.16 Water.

Water used with the slurry seal shall be from any domestic supply approved by the City. When water is obtained from City fire hydrants, a permit is required, and the contractor is required to install and use a construction water meter furnished by the City. The meter is for the purpose of accounting for the water used, but there will be no charge for the water. To obtain a meter and permit, contact the Project Inspector.

3.17 Additives.

Additives may be used to accelerate or retard the break-set of the slurry seal, or improve the resulting finished surface. The use of additives in the slurry-mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required, after approval by the Engineer.

3.20 Mix Design

Before work commences, the Contractor shall submit a signed original of the mix design covering the specific materials to be used on the project. This design must have

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been performed by a qualified laboratory. Previous lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design. The laboratory report will show the results of tests performed on the individual materials, comparing their values to those required by this specification. The report will show the results of tests on the slurry seal mixture, according to Table III below.

TABLE III
Mix Design Test Requirements

<u>Property</u>	<u>Test</u>	<u>Requirement</u>
Slurry Seal Consistency	ISSA T106	2-3 cm
Excess Asphalt	ISSA T109	50-70 gms/sq ft
Wet Stripping Test	ISSA T114	Pass
Compatibility	ISSA T115	*Pass
Quick Set Emulsion	ISSA T102	**Pass
Wet Track Abrasion	ASTM D3910	75 gms/sq ft, max.

* Mixing tests must pass at the maximum expected air temperature

** Using job aggregate

The laboratory shall further report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The laboratory report must clearly show the proportions of aggregate, mineral filler (min and max), water (min and max), additive(s) (usage) and asphalt based on the dry aggregate weight.

3.30 Equipment

3.31 General.

The contractor shall furnish and maintain in good operating conditions all tools and equipment necessary to do the work with a minimum of inconvenience to the public, and shall employ sufficient personnel to operate all equipment efficiently and skillfully. The contractor shall have two (2) fully operational mixers for use at the project site at all times. Each unit shall have a capacity of not less than eight (8) cubic yards. The contractor shall have an additional approved slurry machine available for use in the event a slurry machine should break down. Descriptive information on the slurry mixing and applying equipment to be used shall be submitted for approval not less than five (5) days before the work starts.

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3.32 Slurry Mixing Equipment.

The slurry mixing machine shall be a continuous flow mixing unit and be capable of delivering accurately a predetermined proportion of aggregate, water and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be prewet immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together without violent agitation. The mixing machine shall be equipped with metering devices, easily readable, that will accurately measure all raw materials prior to entering pug mill. Each machine shall have an automated system capable of automatically sequencing in all raw materials to insure constant slurry mixture.

3.33 Slurry Spreading Equipment.

Attached to the mixing machine shall be a mechanical type single-squeegee spreader box equipped with flexible material in contact with the pavement to prevent loss of slurry from the box. The box shall be adjustable in width, and shall have baffles, or other suitable means, to insure a uniform application on varying grades and crowns. The box shall be kept clean, so as to prevent build-up of material on the spreader. The type of drag shall be as approved by the Engineer. It shall be cleaned or changed as frequently as needed or when so directed.

3.34 Auxiliary Equipment.

Suitable crack and surface cleaning equipment, barricading equipment, construction signs, hand tools and any support equipment shall be provided as necessary to perform the work.

3.40 **Composition, Rate of Application and Tolerances**

3.41 Composition.

The percentage of each individual material shall be as required by the laboratory report. Adjustments may be required during construction, based on field conditions. The Engineer will give final approval for all such adjustments.

Prior to beginning work, the slurry mixing unit shall be calibrated in the presence of the inspector. Previous calibration documentation covering the same materials as specified for this project may be accepted provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings of

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the machine's metering devices. No machine will be allowed to work on the project until the calibration has been completed and accepted by the Inspector. After calibration of each machine a portion of the project shall be done as a test strip for verification of the rate of application. Samples of the slurry seal mixture will be taken and verification made as to mix consistency and portioning.

Acceptance samples of the slurry mixture shall be taken by the contractor in the presence of the Inspector on a random basis. Five samples are required per day or one for every 1000 sq. yds. of pavement, whichever is less. These samples will be tested at the contractor's expense if the Engineer deems necessary, based on the finished appearance and/or quantitative measurements made during the proportioning of the slurry components while mixing and placing. Testing for emulsion content shall be done by the reflex method of AASHTO T164.

3.42 Rate of Application.

The slurry seal mixture shall be of proper consistency at all times so as to provide the amount of mixture required by the surface condition. The rate of application shall be as follows (+/- 15%):

Type II - 13 to 15 lbs. dry aggregate/sq. yd.
Type III - 15 to 18 lbs. dry aggregate/sq. yd.

3.43 Tolerances.

Tolerances for individual materials as well as the slurry seal mixture, in reference to the job mix formula, are as follows:

- | | | | |
|----|---|-----|--------|
| a. | Residual Asphalt Content | +/- | 1% |
| b. | Slurry Consistency | +/- | 0.5 cm |
| c. | Percent of Aggregate Passing Each Sieve | +/- | 4% |
| d. | Percent of Aggregate Passing shall not go from the high end to the low of the specified range of any two successive sieves. | | |

3.50 Traffic Control

The Contractor shall provide and maintain suitable barricades, signs, and flaggers as necessary to ensure the safety and convenience of the public, the slurry sealing crew, and to protect the work. The signing shall conform to the Manual of Uniform Traffic

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Control Devices. Detour signing shall be required when collector or arterial streets are closed. Signs shall be moved, replaced, positioned, or removed as required due to changes in the work schedule due to weather or other unforeseen circumstances. Additional signing and/or flaggers may be required at any time during the project, if, in the Engineer's judgement they are needed. If it is determined that the contractor's traffic control is inadequate or incorrect, the engineer may order work stopped until appropriate traffic control is provided by the contractor.

The intent is to close specific areas during the course of the work and for a period thereafter until the Engineer determines that traffic may utilize the new surface. The contractor shall remove all barricades and signs promptly when the Engineer determines the area may be reopened to traffic. No area shall be sealed so as to require closing past 5:00 p.m. without approval of the Engineer. The contractor shall schedule work so that the residents of dead-end streets are not continuously isolated for more than 4 hours.

3.60 Preparation

3.61 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.

3.62 Weed Control.

All existing weed growth in street or gutter shall be killed by application of the chemical herbicide Round Up (or approved equal).

3.63 Existing Utilities.

The contractor shall be responsible for verifying utility locations in the field and taking necessary precautions to protect all existing utilities.

3.64 Public Agency Notification.

Twenty-four (24) hours before starting work on any given group of streets, the contractor is responsible for notifying the Police and Fire Departments of proposed streets to be closed to through traffic.

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3.65 Notification of Residents.

"No Parking" signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor, using signs approved by the Engineer. Signs shall be posted every 100 feet apart on both sides of the street that will be affected by the slurry seal construction. On the signs shall be a notice of the day of the week parking is prohibited. For any given street, posted parking prohibition shall be for one working day unless otherwise specifically approved by the Engineer. The signs shall be placed to provide no less than 24 hours nor more than 48 hours notice of the prohibited parking.

A written notice in the form of a door hanger, approved by the Engineer, shall be distributed to each residence or business, using the same schedule as the "No Parking" signs. The notices will advise the residents of the parking restrictions, and will provide general information concerning the slurry seal.

Towing of parked vehicles which conflict with the work will be coordinated by the Inspector, in conjunction with the Police Department. The expense of towing parked vehicles will be borne by the City, provided that the contractor has used the signing and notification procedures.

3.66 Cleaning.

Immediately prior to applying the slurry seal, the surface shall be cleaned of all loose material, silt spots, vegetation, oil spots, and other objectionable material. The street shall be thoroughly swept from curb face to curb face using a vacuum type street sweeping machine. Water flushing will not be permitted less than 72 hours before slurry seal application. The engineer shall approve the surface preparation prior to sealing.

3.67 Protection of Utility Structures.

All manhole lids, catch basin grates, water and gas valve lids, survey monument lids and survey monuments flush with the surface and any other such utility structures shall be wrapped in plastic sheeting or bags by the Contractor sufficiently tight to allow the slurry application over such appurtenances without adversely affecting the final finish. All non-painted traffic control devices, such as buttons, reflectors, and plastic markings, shall be protected by the Contractor from coating by slurry seal mixture. The Contractor shall take preventative or corrective measures to insure that no residual slurry seal remains on utility structures located in the project area. If necessary, after slurry seal

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has been applied, utility structures shall be cleaned of slurry residual.

3.68 Personnel.

The contractor's foreman shall be a full-time supervisor, not dedicated to a specific task of the slurry application. The foreman shall be available at all times during the work day for consultation with the City's Inspector. The contractor shall maintain sufficient staff and communications facilities to receive and respond to complaints from the public concerning their work, and to immediately inform the foreman of conditions which require prompt attention.

3.69 Air Pollution Control.

The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.); and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

3.70 Dust Control.

The contractor shall assume all responsibility for dust control and shall furnish labor and materials to prevent the creation of dust damage and nuisance to persons and property. Any claim resulting therefrom shall be the responsibility of the contractor. Full payment for control of dust shall be included in the price.

3.80 Application

3.81 Weather Limitations.

No slurry shall be applied when the weather forecast exceeds 50 percent (50%) probability of rainfall; when the air or pavement temperature is not higher than 55 degrees F. (55°F) and falling; or when the weather conditions would prolong the curing beyond a reasonable time. Slurry may be applied when the air and pavement temperatures are 55 degrees F. (55°F.) and rising.

3.82 General.

The limits of slurry seal to be applied are shown on Standard Drawing ST-21.

The surface shall be prewet by fogging directly preceding the application for the slurry when required by local conditions. Water used in pre-wetting the surface shall be

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applied such that the entire surface is damp with no apparent flowing water in front of the slurry box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity and dryness of the pavement surface.

The slurry mixture shall be of the desired consistency upon leaving the mixer and no additional materials shall be added. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling or unmixed aggregate shall be permitted. No streaks, such as those caused by oversized aggregate, shall be left in the furnished surface. If streaks develop, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected.

3.83 Joints and Edges.

No excessive buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. The overlap at joints will not exceed 2" and shall be feathered. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. On the pass next to the gutter, the slurry seal shall be matched to the gutter edge. Edges of the limits of slurry seal application on both sides of the street shall be maintained in a neat and uniform line.

3.84 Mix Stability.

The slurry mixture shall possess sufficient stability so that premature breaking of the slurry seal in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

3.85 Hand Work.

Areas which cannot be reached with the slurry seal machine shall be surfaced using hand squeegees to provide complete and uniform slurry seal coverage. The area to be handworked shall be lightly dampened prior to mix placement and the slurry worked immediately. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

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3.86 Clean-up.

The Contractor shall remove any debris associated with the performance of the work, on a daily basis.

3.90 **Measurement and Payment**

3.91 Measurement.

Slurry Seal shall be measured by the square yard, in place, and constructed in accordance with these specifications. Pavement areas shall be obtained from the City's Pavement Management System database. A delivery ticket shall be provided for each load of material delivered. The ticket shall show the date, time, and location of delivery; and, as appropriate, certified net quantities of aggregate or emulsion.

3.92 Payment.

The unit price paid per square yard for slurry seal shall constitute full compensation for furnishing all labor, equipment, materials and supplies required in the construction of this bid item, in place, complete, including the preparation of existing surfaces and protecting the slurry seal until it has set. All costs incurred by reason of, or in connection with this contract including hauling, stockpiling, placing, clean-up, demolition and all other incidentals necessary to complete all work shall be included in the respective prices for slurry seal.

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SECTION 4.00 PRE-LEVELING ASPHALT

4.01 Scope.

This bid item shall consist of placing asphalt concrete Class "D" mix on certain areas, prior to the slurry seal, in order to restore the pavement cross-slope, and repair settlement from utility cuts or other low spots that have accumulated over time.

4.10 Preparation

Areas to be pre-leveled will be marked with white paint by the Inspector. An approved herbicide shall be applied to all vegetation a minimum of seven days in advance of the construction. All vegetation shall then be removed from the work area. 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.

4.20 Notification

"No Parking" signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor, using signs approved by the Engineer. Signs shall be posted every 100 feet apart on both sides of the street that will be affected by the slurry seal construction. On the signs shall be a notice of the day of the week parking is prohibited. For any given street, posted parking prohibition shall be for one working day unless otherwise specifically approved by the Engineer. The signs shall be placed to provide no less than 24 hours nor more than 48 hours notice of the prohibited parking.

A written notice in the form of a door hanger, approved by the Engineer, shall be distributed to each residence or business, using the same schedule as the "No Parking" signs. The notices will advise the residents of the parking restrictions, and will provide general information concerning the slurry seal.

Towing of parked vehicles which conflict with the work will be coordinated by the Inspector, in conjunction with the Police Department. The expense of towing parked vehicles will be borne by the City, provided that the contractor has used the signing and notification procedures.

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4.21 Public Agency Notification.

Twenty-four (24) hours before starting work on any given group of streets, the contractor is responsible for notifying the Police and Fire Departments of proposed streets to be closed to through traffic.

4.30 **Construction**

Refer to Section 2.00 for the Asphalt Specifications.

4.40 **Measurement and Payment**

Measurement will be made on a ton basis, and will be based on the weight tickets delivered by the Contractor to the Inspector on a daily basis. Payment shall include full payment for preparation, tack coat, signing , traffic control, and notification of residents.

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SECTION 5.00 PAVEMENT REPAIR

5.01 Scope.

This bid item shall consist of cutting out, excavating and re-constructing sections of asphalt pavement that show serious structural distress from traffic. Typical areas measure (approximately) 5' x 10' up to 10' x 50'.

5.10 **Preparation**

Areas to be repaired will be marked with white paint by the Inspector. 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.

5.20 **Notification**

"No Parking" signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor, using signs approved by the Engineer. Signs shall be posted every 100 feet apart on both sides of the street that will be affected by the slurry seal construction. On the signs shall be a notice of the day of the week parking is prohibited. For any given street, posted parking prohibition shall be for one working day unless otherwise specifically approved by the Engineer. The signs shall be placed to provide no less than 24 hours nor more than 48 hours notice of the prohibited parking.

A written notice in the form of a door hanger, approved by the Engineer, shall be distributed to each residence or business, using the same schedule as the "No Parking" signs. The notices will advise the residents of the parking restrictions, and will provide general information concerning the slurry seal.

Towing of parked vehicles which conflict with the work will be coordinated by the Inspector, in conjunction with the Police Department. The expense of towing parked vehicles will be borne by the City, provided that the contractor has used the signing and notification procedures.

5.21 Public Agency Notification.

Twenty-four (24) hours before starting work on any given group of streets, the

TECHNICAL PROVISIONS

contractor is responsible for notifying the Police and Fire Departments of proposed streets to be closed to through traffic.

5.30 Construction

The work shall be performed in accordance with Standard Drawing ST-23, "Asphalt Pavement Repair". Refer to the Section 2.00 for the asphalt specifications.

5.40 Measurement and Payment

Measurement and payment will be on a square yard basis of the completed pavement repair, and shall include full payment for preparation, signing, traffic control, and notification of residents.

TECHNICAL PROVISIONS

SECTION 6.00 CRACK SEALING

6.01 Scope.

This bid item consists of furnishing all labor, equipment and materials necessary for the sealing of pavement cracks and the pavement/gutter joint using a polymer modified asphalt sealant, on designated streets.

6.02 Traffic Control.

The contractor shall provide adequate signing and flaggers to ensure the work zone is properly identified in compliance with the Manual on Uniform Traffic Control Devices. One-half of a street may be closed at a time. Use "Lane Closed-Detour" signs, and place cones along the centerline. Streets shall be posted "No Parking" from 7:00 a.m. to 6:00 p.m., 24 hours in advance. Towing of parked vehicles which conflict with the work will be coordinated by the Inspector, in conjunction with the Police Department. The expense of towing parked vehicles will be borne by the City, provided that the contractor has used the signing procedures.

6.03 Street Surface Preparation.

All streets to be cracked sealed shall have an approved herbicide applied to all vegetation in the street, including cracks and curbs, a minimum of seven days in advance of cleaning. All vegetation shall then be removed from the roadway. All cracks to be sealed shall then be thoroughly cleaned of all vegetation, dirt and foreign material below street surface grade.

A compressed air hot-lance capable of providing a minimum of 10 to 15 CFM at 50 to 175 PSI and a heat range of 600°F to 2,200°F shall be used to clean the crack to a depth of one (1) inch immediately before application of sealant material. The compressor shall be equipped with a filter to filter out water and oil from the compressed air line. Care must be taken to prevent burning of the asphaltic concrete. All cleaning of road and cracks shall be considered incidental to the contract.

6.04 Polymer Modified Asphalt-Rubber Sealant.

The material to be used in this project shall be of a hot-pour type which meets or exceeds ASTM D1190 specification, and contains no vulcanized rubber particles. Additionally, the material must be compatible for use following the cleaning and application methods herein specified. Prior to use, the contractor shall submit the following information

TECHNICAL PROVISIONS

to the Engineer for approval: manufacturer's specifications and application recommendations, and the material safety data sheet.

6.05 Application Equipment.

The equipment to mix and apply the sealant shall be mounted on a trailer or truck legal for street use and provide a heating kettle of sufficient design and capacity to properly heat and maintain enough sealant material for four hours application. The equipment shall comply with the sealant manufacturer's recommendation.

6.06 Temperature Limitations.

The sealant material shall be applied following the manufacturer's specifications for mixture temperature. No material shall be prepared or applied until the ambient temperature is 50 degrees Fahrenheit or greater and the pavement temperature is 45 degrees Fahrenheit or greater. In the event the pavement temperature drops below 45 degrees, application will be suspended.

6.07 Mixing/Heating.

The sealant material shall be prepared, heated, and applied consistent with the manufacturer's specifications. When the engineer is satisfied that the mix has reached the desired temperature and consistency, application shall immediately proceed.

6.08 Application.

The sealant material shall be applied slowly and smoothly from the bottom of the crack upward in a manner which will not result in air entrapment or pocketing. The material will be brought up flush with the surface where a "U" shaped squeegee will be used to remove any excess, and to create an overlap of the adjacent surfaces. This overlap shall not exceed 1.0 inch on each surface nor shall it be less than 0.5 inches. Sufficient time shall be allowed for curing of the sealant before any vehicular traffic is allowed to resume. If traffic results in lifting or transfer of the material, the contractor shall immediately repair the damage and again allow for proper curing.

6.09 Measurement and Payment.

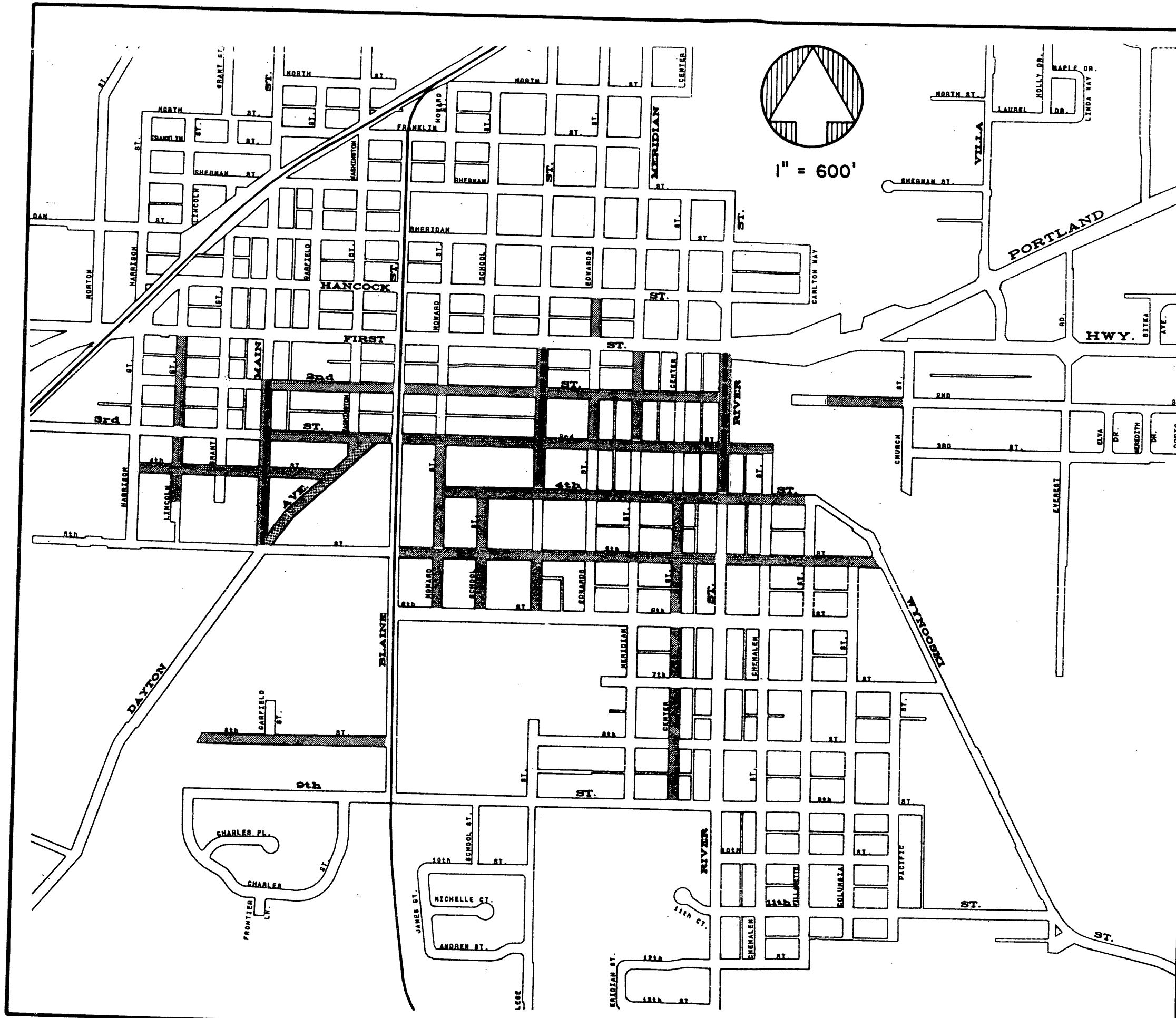
Measurement and payment for Crack Sealing will be by linear centerline foot of street. Street lengths will be obtained from the City's Pavement Management System database. Intersections will be counted only once.

PROJECT INFORMATION

1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON

July, 1994

Greg Scoles
Community Development Director



1994 SLURRY SEAL PROJECT

LEGEND

- TYPE 3 SLURRY SEAL
- SIGNED DETOUR

PROJECT MAP

CITY of NEWBERG

ENGINEERING DEPT.

1994 SLURRY SEAL PROJECT

Table of Streets

STREET NAME	BEGIN	END	WIDTH (FT)	LENGTH (FT)	AREA (SY)
Center	Sheridan	9th	28-32	1,710	5,950
College [1]	1st	6th	40	1,230	4,870
Dayton [2]	3rd	5th	32	740	2,650
Edwards [3]	Hancock	3rd	24-35	540	1,080
Howard	3rd	6th	28	970	3,010
Lincoln	1st	End Pvmt	32	900	3,210
Main	2nd	5th	36	970	3,840
Meridian	1st	3rd	24-35	520	1,730
River	1st	4th	38	900	3,740
School	4th	6th	28	670	2,080
2nd	Church	Dead End	32	470	1,680
2nd	Main	River	36-40	2,670	11,210
3rd	Main	Chehalem	17	2,900	7,900
4th	Harrison	Dayton	32	1,120	3,850
4th	Howard	Willamette	40	2,310	8,990
5th	Blaine	Wynooski	28	2,860	9,050
8th	Blaine	Dead End	32	970	3,450
				<hr/>	
				22,450	79,100

NOTES:

1. Omit 4th to 5th
2. Includes Washington Street, 3rd to Dayton
3. Omit 1st to 2nd

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
Edwards Street:			
0 + 00	0		C/L monument box at 3rd St.
0 + 14	16		Catch basin
2 + 76		13	Water valve
3 + 00	0		C/L monument box at 2nd St.
=====			
Eighth (8th) Street:			
0 + 00			West curb, Blaine St.
0 + 13	0		Clean-out
1 + 59	0		Manhole
3 + 92		15	Water valve
4 + 07	0		Manhole
7 + 04	0		C/L monument box at Garfield St.
7 + 07	1		Manhole
7 + 19		17	Water valve
9 + 05	0		Manhole
9 + 11		15	Water valve
9 + 50			End curb and pavement
=====			
Fifth (5th) Street:			
0 + 00			East curb, Blaine St.
0 + 80		9	Water valve
2 + 19		10	Water valve
2 + 41	0		1" IP at C/L Howard St.
2 + 43		17	Manhole
2 + 63		9	Water valve
4 + 87		8	Water valve
5 + 02	0		1" IP at C/L School St.
5 + 10		11	Water valve
5 + 12		11	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
8 + 33	0		C/L monument box at College St.
8 + 43		9,11	Water valve
11 + 21		10	Water valve
11 + 34	22		Catch basin
11 + 35			West curb, Edwards St.
11 + 43	4		Manhole
11 + 64		12	Water valve
13 + 96			West curb, Meridian St.
14 + 03		18	Manhole
14 + 25		8,14	Water valve
16 + 39	15		Catch basin
16 + 56			West curb, Center St.
16 + 70		18	Manhole
17 + 02	15		Catch basin
19 + 17		14	Water valve
19 + 19		9	Water valve
19 + 31	0		C/L monument box at River St.
19 + 37	6		Manhole
19 + 50	16		Catch basin
19 + 61		15	Catch basin
19 + 95		15	Catch basin
21 + 71		11	Water valve
21 + 77	6		Manhole
21 + 91	0		C/L monument box at Chehalem St.
24 + 30	17		Catch basin
24 + 31		9	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
24 + 39	6		Manhole
24 + 51	0		C/L monument box at Willamette St.
24 + 72	17		Catch basin
24 + 79		11	Water valve
27 + 11	0		C/L monument box at Columbia St.
27 + 25		11	Water valve
27 + 26		12	Water valve
28 + 42	15		Catch basin
28 + 61		14	Gas valve
28 + 65		12	Water valve
28 + 61			West curb line, Wyooski St.
=====			
Fourth (4th) Street:			
0 + 00	0		C/L monument box at Harrison St.
2 + 60	0		C/L monument box at Lincoln St.
2 + 80		14	Water valve
2 + 81		15	Water valve
2 + 82		14	Water valve
5 + 02		4	Manhole
5 + 20	0		C/L monument box at Grant St.
6 + 90		4	Clean-out
7 + 80	0		5/8" IR at C/L Main St.
7 + 99		17	Catch basin
8 + 00		17	Catch basin
11 + 91	0		C/L monument box at Dayton Ave.
=====			
Fourth (4th) Street:			
0 + 00			West curb, Willamette St.
0 + 00	22		Catch basin

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
0 + 11		6	Manhole
0 + 15	16		Water valve
0 + 19	12		Water valve
2 + 29			East curb, Chehalem St. (S)
2 + 33	12		Water valve
2 + 45		6	Manhole
4 + 96		6	Manhole
5 + 03	0		C/L monument box at River St.
5 + 20	12	11	Water valve
5 + 22	15		Water valve
7 + 45	21	22	Catch basin
7 + 48			East curb, Center St.
7 + 52	0		Manhole
7 + 72		6	Manhole
7 + 80		22	Catch Basin
7 + 81	21		Catch basin
10 + 05		22	Catch basin
10 + 06		11	Water valve
10 + 07			East curb, Meridian St.
10 + 39		22	Catch basin
12 + 67			East curb, Edwards St.
12 + 73		17	Water valve
12 + 89	10		Manhole
12 + 98		23	Catch basin
13 + 01	21		Catch basin
15 + 87		17	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
15 + 89		18	Water valve
15 + 97	0		C/L monument box at College St.
16 + 29		13	Water valve
19 + 26	0		C/L monument box at School St.
19 + 39	14		Water valve
21 + 44	12		Water valve
21 + 70	13		Water valve
21 + 70			East curb, Howard St.
=====			
Howard Street:			
0 + 00	0		C/L monument box at 3rd St.
0 + 16	14		Catch basin
1 + 31	0		Waterball anchor
2 + 81	0		Waterball anchor
2 + 93			North curb, 4th St.
2 + 97	12		Water valve
3 + 21	15		Water valve
6 + 35	15		Catch basin
6 + 68	0		1" IP at C/L 5th St.
6 + 85	1		Manhole
10 + 06	15		Catch basin
10 + 19			North curb, 6th St.
=====			
Lincoln Street:			
0 + 00			South curb, 1st St.
0 + 03	14	13	Catch basin
2 + 79	0		C/L monument box at 2nd St.
2 + 93		15	Water valve
2 + 96		16	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
5 + 79	0		C/L monument box at 3rd St.
7 + 98	0		C/L monument box at 4th St.
9 + 78			End curb and pavement
=====			
Main Street:			
0 + 00			North curb, West 5th St.
0 + 64		15	Water valve
2 + 40		1	Monument box
4 + 17		17	Water valve
4 + 19		21	Catch basin
4 + 22		16,18	Water valve
4 + 23		17	Water valve
4 + 37		1	5/8" IR at C/L 4th St.
4 + 55		20	Catch basin
6 + 41		12	Water valve
6 + 56		1	C/L monument box at 3rd St.
6 + 72		17	Water valve
9 + 34	18		Catch basin
9 + 39		20	Water valve
9 + 56	0		C/L monument at 2nd St.
9 + 75	18		Catch basin
=====			
Meridian Street:			
0 + 00			South curb, 1st St.
0 + 15	15		Water valve
1 + 10		7	Manhole
2 + 50			North curb, 2nd St.
=====			
Meridian Street:			
0 + 00			South curb, 2nd St.
0 + 01		22	Catch basin

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
2 + 65	17	16	Catch basin
2 + 67			North curb, 3rd St.
=====			
River Street:			
0 + 00			South curb, 1st St.
0 + 03		3	Telephone manhole
0 + 13		24	Catch basin
2 + 45		2	Telephone manhole
2 + 51	0		Manhole
2 + 68	0		C/L monument box at 2nd St.
2 + 90		17	Water valve
2 + 98		20	Catch basin
3 + 00	20		Catch basin
5 + 49	16		Gas valve
5 + 53		17	Water valve
5 + 68	0		C/L monument box at 3rd St.
5 + 81	16		Gas valve
5 + 83	14		Gas valve
5 + 89		17	Water valve
8 + 67			C/L monument box at 4th St.
=====			
School Street:			
0 + 00			North curb, 6th St.
0 + 13		15	Catch basin
3 + 41		9,11	Water valve
3 + 43	17		Water valve
3 + 51	0		1" IP at C/L 5th St.
3 + 82		15	Catch basin
7 + 10			C/L monument box at 4th St.

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	

Second (2nd) Street:			
0 + 00	0		C/L monument box at Church St.
0 + 18	12		Water valve
0 + 20		15	Water valve
4 + 41			End LT curb
4 + 82			End RT curb
=====			
Second (2nd) Street:			
0 + 00	0		C/L monument box at Main St.
0 + 20		17	Water valve
0 + 34		16	Water valve
4 + 98	22		Catch basin
5 + 09		17,20	Water valve
5 + 11		17	Water valve
5 + 20	0		C/L monument box at Washington St.
7 + 42		14	Water valve
7 + 43		17	Water valve
7 + 59	23	24	Catch basin
7 + 61	0		West curb, Blaine St.
7 + 63		22	Water valve
8 + 98		15	Water valve
9 + 65		15	Water valve
9 + 73	0		1" IP
10 + 21	23		Catch basin
10 + 27	18		Manhole
10 + 42	0		C/L monument box at Howard St.
10 + 55		16	Water valve
10 + 57		16	Water valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
10 + 65		21	Catch basin
10 + 70	21		Catch basin
13 + 41	21		Catch basin
15 + 97	21		Catch basin
16 + 30	0		C/L monument box at College St.
16 + 47	18	17	Water valve
16 + 49		19	Water valve
16 + 51	18		Water valve
16 + 59		21	Catch basin
16 + 61	21		Catch basin
19 + 12	21		Catch basin
19 + 24	19		Manhole
19 + 30	15		Telephone manhole
19 + 41	0		C/L monument box at Edwards St.
19 + 54		23	Water valve
19 + 70	21		Catch basin
21 + 75	21		Catch basin
21 + 78		21	Catch basin
21 + 84	16		Manhole
21 + 93	13		Manhole
21 + 88			West curb, Meridian St. (S)
23 + 30	14		Manhole
24 + 31	21	21	Catch basin
24 + 48			West curb, Center St. (S)
24 + 76	23		Water valve
26 + 90	21		Catch basin

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
27 + 19	0		C/L monument box at River St.
=====			
Third (3rd) Street:			
0 + 00	0		C/L monument box at Main St.
1 + 30		8	Manhole
5 + 02	14		Catch basin
5 + 13		9	Manhole
5 + 18	0		C/L monument box at Washington St.
5 + 31	14		Water valve
5 + 51	12		Catch basin
6 + 27		10	Manhole
6 + 45	0		C/L monument box at Dayton Ave.
7 + 61	16		Catch basin
7 + 98			East curb, Blaine St.
8 + 00	19		Catch basin
8 + 00	25		Manhole
8 + 01		13	Catch basin
10 + 29	15		Manhole
10 + 14	18		Water valve
10 + 43	0		C/L monument box at Howard St.
10 + 47		12	Manhole
10 + 56	17	16	Catch basin
16 + 31	0		C/L monument box at College St.
19 + 28	14	16	Catch basin
19 + 38	6		Manhole
19 + 44	0		C/L monument box at Edwards St.
19 + 56	10		Water valve
19 + 61		16	Gas valve

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
19 + 75		12	Catch basin
21 + 85		15	Catch basin
21 + 89	14		Catch basin
21 + 89			West curb, Meridian St. (S)
22 + 21	14	17	Catch basin
24 + 48		16	Gas valve
24 + 50	17		Catch basin
24 + 50			West curb, Center St. (S)
24 + 77	17		Catch basin
27 + 24	0		C/L monument box at River St.
29 + 75			West curb, Chehalem St.
29 + 84	3		Manhole
30 + 01	7		Catch basin
30 + 14			End pavement
=====			
Washington St.:			
0 + 00	0		C/L monument box at 3rd St.
0 + 33	9		Gas valve
1 + 18	0		1/2" IP at C/L Dayton Ave.
=====			

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
Center Street:			
14 + 65			North curb, 4th St.
15 + 06	16	15	Catch basin
15 + 29		1	Manhole
18 + 29			North curb, 5th St.
18 + 62		14	Manhole
21 + 50		15	Catch basin
21 + 99			North curb, 6th St.
23 + 54	15		Water valve
23 + 55	15		Water valve
25 + 58		17	Catch basin
25 + 61	12		Manhole
25 + 65	19		Catch basin
25 + 84	0		C/L monument box at 7th St.
28 + 59	12		Manhole
29 + 17	17	17	Catch basin
29 + 35		6	Manhole
29 + 43	0		C/L monument box at 8th St.
29 + 68	17	17	Catch basin
33 + 03	0		C/L monument box at 9th St.
=====			
Chehalem Street:			
0 + 00	0		C/L monument box at 11th St.
2 + 95		14	Water valve
3 + 06	0		Manhole
3 + 09	0		C/L monument box at 10th St.
5 + 95		15	Water valve
6 + 01			South curb, 9th St.

S T R A I G H T L I N E C H A R T

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
6 + 18	0		Manhole
9 + 61		14	Water valve
9 + 62		15	Water valve
9 + 63		14	Water valve
9 + 64		14	Water valve
9 + 77	0		C/L monument box at 8th St.
9 + 83		1	Manhole
13 + 16		18	Water valve
13 + 33	0		Manhole
13 + 36	0		C/L monument box at 7th St.
13 + 63		17	Catch basin
16 + 90	0		Manhole
17 + 06	0		C/L monument box at 6th St.
20 + 75	0		C/L monument box at 5th St.
24 + 14			South curb, 4th St.
24 + 54			North curb, 4th St.
25 + 42	9		Catch basin
25 + 43		9	Catch basin
27 + 24			South curb, 3rd St.

College Street:			
0 + 00			North curb, 6th St.
0 + 06		14	Water valve
3 + 51	0		C/L monument box at 5th St.
7 + 11	0		C/L monument box at 4th St.
7 + 27		10	Water valve
7 + 28		8	Water valve
10 + 13	0		C/L monument box at 3rd St.

S T R A I G H T L I N E C H A R T

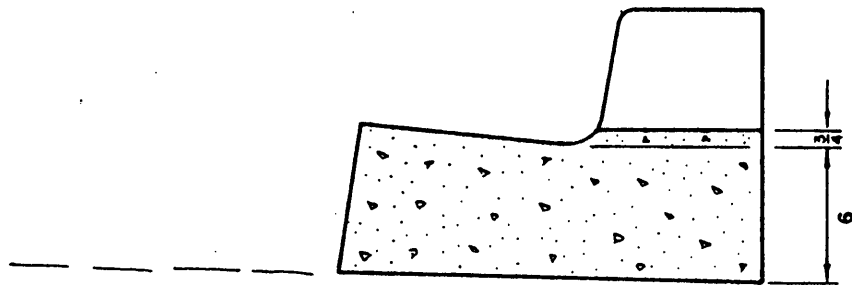
STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
10 + 32		18	Water valve
12 + 93		19	Water valve
12 + 94		17	Water valve
13 + 12	0		C/L monument box at 2nd St.
13 + 36		16,19	Water valve
14 + 57		5	Manhole
15 + 10		9	Water valve
15 + 68		10	Water valve
15 + 84			South curb, 1st St.
=====			
Dayton Ave.:			
0 + 00	0		C/L monument box at 3rd St.
0 + 18	0		South curb, 3rd St.
1 + 73	0		1" IP at C/L Washington St.
3 + 21	0		C/L monument box at 4th St.
3 + 88	13		Water valve
3 + 90	15		Water valve
5 + 34	5		Manhole
6 + 84		3	Clean-out
8 + 83			North curb line, 5th to Main.
9 + 37	0		C/L monument box at 5th St.
=====			
Edwards Street:			
0 + 00			North curb, 1st St.
0 + 12		12	Water valve
0 + 16		9	Water valve
1 + 23	6		Manhole
1 + 83	13		Telephone manhole
2 + 50			South curb, Hancock St.

STANDARD DRAWINGS

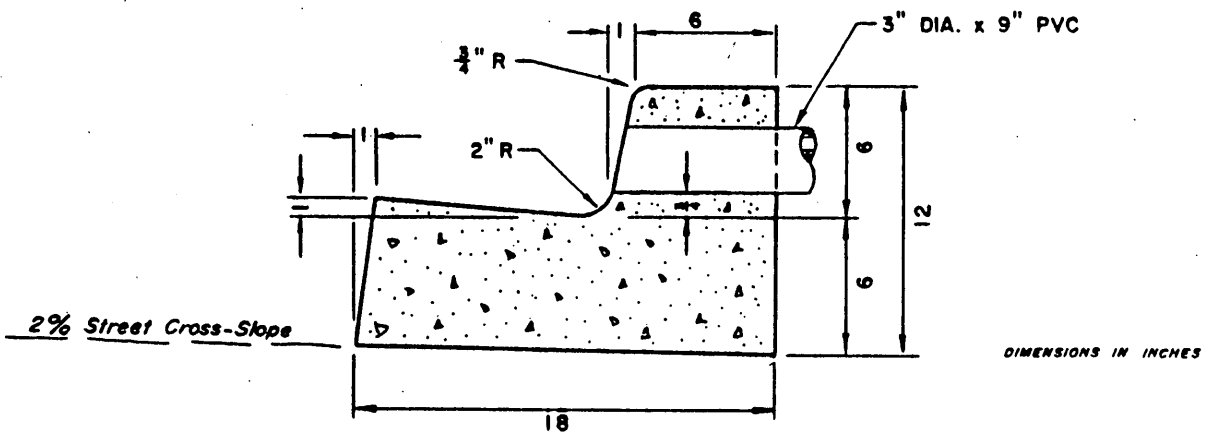
**1994 Slurry Seal Project
FOR
CITY OF NEWBERG, OREGON**

July, 1994

**Greg Scoles
Community Development Director**



CURB and GUTTER AT DRIVEWAY APPROACH



CURB and GUTTER

NOTES

1. Concrete shall have strength of 3000 P.S.I. at 28 days.
2. Transverse contraction joints - Make $\frac{3}{16}$ " x $1\frac{1}{2}$ " deep cut, spaced at 15'. Provide contraction joints at curb return points, catch basins, and driveways.
3. Drainage access through existing curbs shall be drilled out.
4. Weep holes shall slope to the street.
5. Expansion joints shall not be used.
6. Apply curing compound (petroleum base) to fresh concrete to retain moisture.

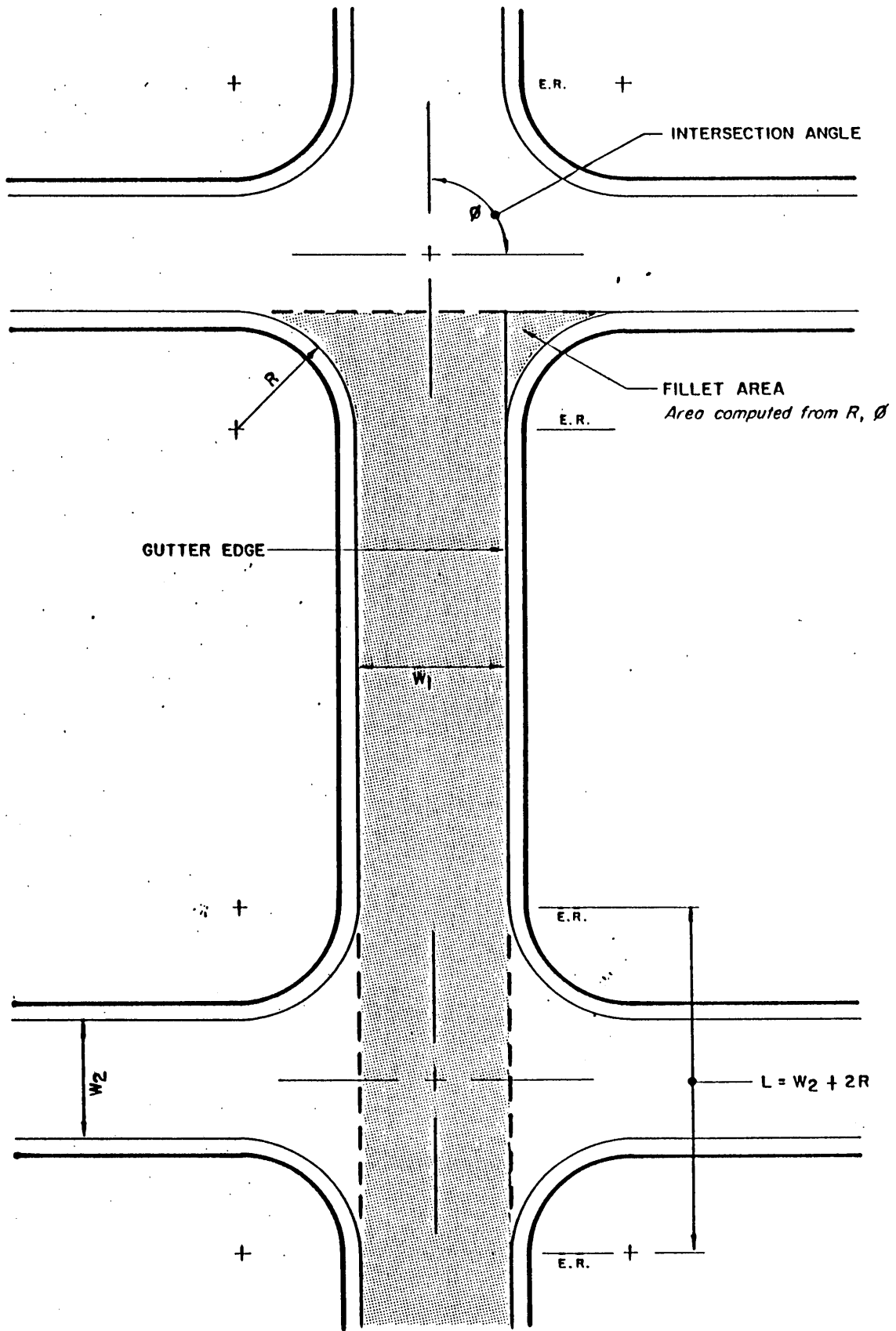
CURB & GUTTER

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD DRAWING NO. ST-4

REVISIONS



PAVEMENT SEAL COAT LIMITS

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD DRAWING NO. ST-21

REVISIONS

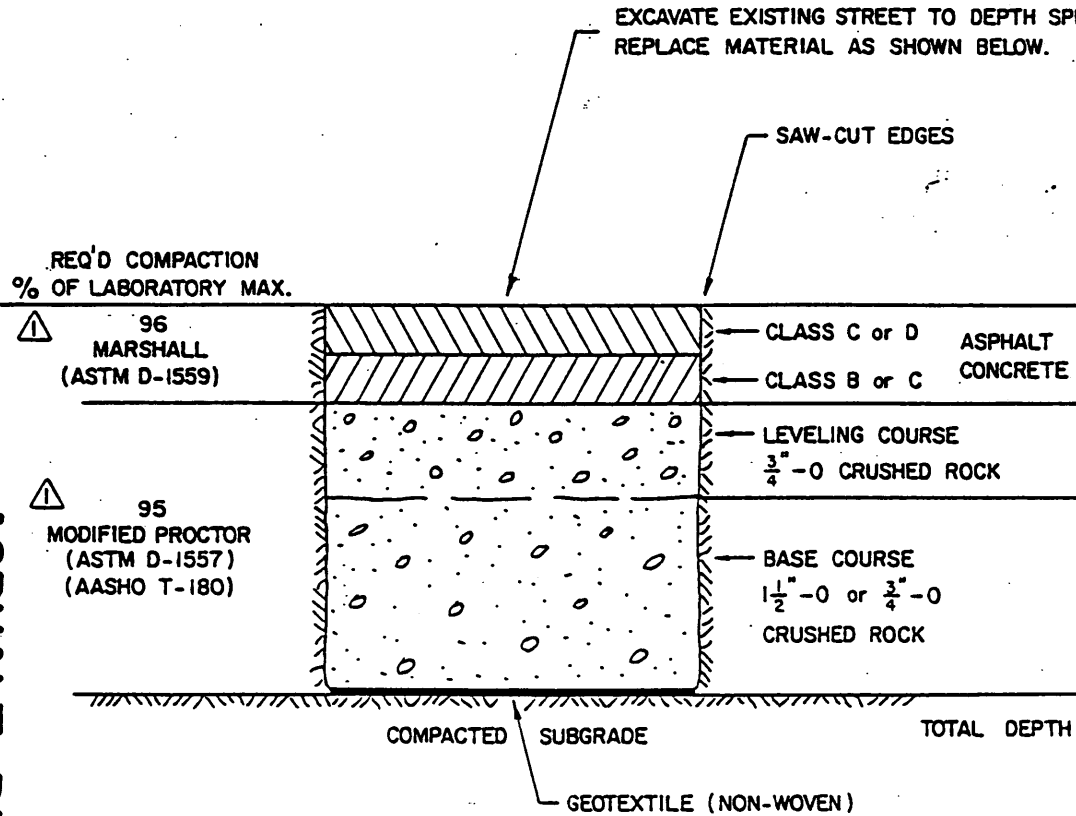
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD DRAWING NO ST-23

REVISIONS

ASPHALT PAVEMENT REPAIR



STREET TYPE					
LOCAL		COLLECTOR		ARTERIAL	
DEPTH	LIFTS	DEPTH	LIFTS	DEPTH	LIFTS
3"	2	4"	2	6"	3
3"	1	3"	1	3"	1
6"	1	9"	2	12"	2
12"		16"		21"	
TOTAL DEPTH		TOTAL DEPTH		TOTAL DEPTH	

GEOTEXTILE SPECIFICATIONS

PROPERTY	TEST	MIN. VALUE
TENSILE STRENGTH, lbs	ASTM D-1682	120
ELONGATION, WET %	ASTM D-1682	40
COEFFICIENT OF WATER PERMEABILITY, cm/sec	ASTM D-4491	0.10
PUNCTURE STRENGTH, lbs	ASTM D-3787	80
MULLEN BURST STRENGTH, psi	ASTM D-3786	250



ACORD. CERTIFICATE OF INSURANCE

CSR LM ISSUE DATE (MM/DD/YY)

VALLSL1 08/26/94

PRODUCER
Summit Perspectives
Risk Mgmt & Ins Srvcs, Inc.
2500 Venture Oaks Way Ste 320
Sacramento CA 95833-3287

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.

Summit Perspectives
916-567-8900

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** United States Fire Ins. Co.
- COMPANY LETTER **B** Royal Insurance
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

Valley Slurry Seal Company
P O Box 1620
West Sacramento CA 95691

COVERAGES

THIS IS TO CERTIFY THAT THE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	546000011-1	03/31/94	03/31/95	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY	141000004-8	03/31/94	03/31/95	COMBINED SINGLE LIMIT \$ 1,200,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Permissively Self-Insured			STATUTORY LIMITS EACH ACCIDENT \$ DISEASE— POLICY LIMIT \$ DISEASE— EACH EMPLOYEE \$
B	OTHER CONTRACTORS EQUIPMENT	PSV009671	03/31/94	03/31/95	\$5,000 DED \$5,937,000 BLANKET COV

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
VSS JOB # 94-080 1994 Slurry Seal Project for City Of Newberg

See Additional Insured Per Attached Form

CERTIFICATE HOLDER

City Of Newberg
Attn: Roger M. Pyles
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 MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE
Christine A. Cooper
Summit Perspectives

POLICY NUMBER: 54600011-1
VALLEY SLURRY SEAL

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

The City of Newberg, Its Officers, Agents & Employees
Attn: Roger M. Pyles
414 E. First Street
Newberg, OR 97132

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Re: VSS Job # 94-080
1994 Slurry Seal Project for city of Newberg

THE POLICY INCLUDES COVERAGE FOR HOLD HARMLESS AS
PROVIDED IN THE INSURING AGREEMENTS: SUBJECT, HOWEVER,
TO ALL EXCLUSIONS, CONDITIONS AND OTHER PROVISIONS OF
THE POLICY.