

6/14/92





John Fisher
472-2591

CONTRACT DOCUMENTS AND
SPECIFICATIONS

1992 ASPHALT OVERLAY PROJECT

CITY OF NEWBERG, OREGON

JUNE, 1992

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

CERTIFICATE OF INSURANCE

DATE
07/14/92

PRODUCER
KPD INSURANCE, INC.
P O Box 29
Springfield, OR 97477

Phone (503) 741-0550
Fax (503) 741-1674

INSURED
FLINTSTONE CRUSHING &
CONSTRUCTION CO.
P O BOX 674
SPRINGFIELD, OR 97477

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A SAIF CORPORATION - EUGENE
COMPANY LETTER B
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY [] COMMERCIAL G/L [] [] CLAIMS [] OCCUR [] OWNER&CONTRACTORS [] []				GENERAL AGGREG.\$ PRODUCTS AGGREG\$ PERS & ADV INJ.\$ EACH OCCURRENCE\$ FIRE DAMAGE \$ MEDICAL EXPENSE\$
	AUTOMOBILE LIABILITY [] ANY AUTO [] ALL OWNED AUTOS [] SCHEDULED AUTOS [] HIRED AUTOS [] NON-OWNED AUTOS [] GARAGE LIABILITY []				CSL \$ BI (PERSON) \$ BI (ACCDNT) \$ PROP.DAMAGE \$
	EXCESS LIABILITY [] UMBRELLA FORM [] OTHER THAN UMBR.				EACH OCCURRENCE AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	# 496126	07/01/92	07/01/93	STATUTORY \$500, EACH ACCIDENT \$500, DISEASE-LIMIT \$500, DISEASE-EMPL.
	OTHER				

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

RE: 1992 ASPHALT OVERLAY PROJECT

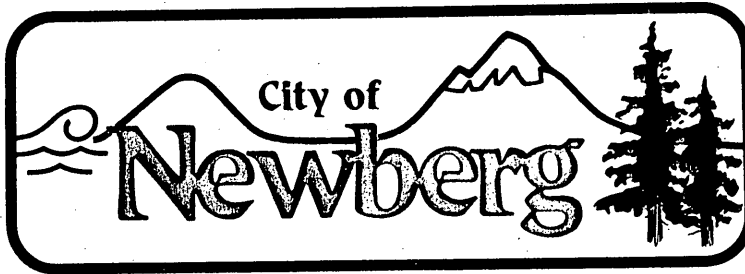
CERTIFICATE HOLDER

CITY OF NEWBERG
ATTN: R. PYLES, ENGINEER
414 E. FIRST STREET
NEWBERG, OR 97132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
MIKE NIDEROST *Mike Niderost*



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

414 E. First St.
Newberg, Oregon 97132
(503) 537-1214
FAX (503) 538-5393

ADDENDUM NO. 1
1992 ASPHALT OVERLAY PROJECT
June 24, 1992

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

<u>ITEM NO.</u>	<u>DESCRIPTION OF CHANGE</u>
1	Delete sheets 6 and 7 of drawings. Replace with sheets 6 and 7, Revision 1.
2	Delete pages 5, 6, and 7 of Schedule of Prices. Replace with pages 5, 6, and 7, Addendum 1.
3	Revise SP-1, Construction Time Period. Delete page 1 of Special Provisions. Replace with page 1, Addendum 1.
4	Add bid item, "Reconnect rain drain into new catch basin". Following Locations: 502 S. Center, NE corner of 6th and Center 1801 Laurel, NE corner of Laurel and Villa
5	Add Standard Drawing No. ST-23, Asphalt Pavement Repair.

Bidders shall acknowledge on Page 8 of the Contract Documents that they have received this addendum by writing in addendum number and date received

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

cm



Home of Old Fashioned Festival

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ADVERTISEMENT FOR BIDS
1992 Asphalt Overlay Project

Sealed bids for the construction of the 1992 Asphalt Overlay Project in the City of Newberg, Oregon addressed to the Director of Public Works, 414 E. First St., Newberg, Oregon 97132, will be received by Bert S. Teitzel, Director of Public Works, until 2:00 p.m. prevailing time on the 26th of June, 1992 at City Hall, 414 E. First St., Newberg, Oregon at which time and place all bids will be opened and publicly read aloud by the undersigned or his designated representative.

This project consists of: Streets: 3,200 SY of pavement planing; 3,800 SY of pavement repairs; 300 tons of leveling course asphalt; 15,300 SY of geotextile fabric; 2,200 tons of asphalt overlay; 40 utility adjustments; 1,600 LF of curb and gutter; 3,000 SF of sidewalk; and related work. Sewer - Storm & Sanitary: 1,300 LF of 4, 6, 8, 10, and 12" PVC and DI pipe; 21 catch basins; 10 manholes; and related work. Water: 640 LF of 4" and 6" DI water pipe; related fittings; reconnect services; and related work.

Plans and Specifications may be obtained at the office of the Director of Public Works, City Hall, 414 E. First St., Newberg, Oregon 97132 - 537-1214, upon receipt of a non-refundable payment of \$25.00 for each set.

Plans and specifications may be examined at the office of the Director of Public Works, 414 E. First St., Newberg, Oregon 97132 and at the following:

Construction Data East Side, 1125 SE Madison St. Room 200, Portland, OR 97214
Builders Exchange Co-op, 1125 SE Madison St., Portland, OR 97214
Construction Data, 925 NW 12th, Portland, OR, 97208
Daily Journal of Commerce, 2014 NW 24th Ave., Portland, OR 97210
Construction Management Consulting, 1404 NE 11th Ave., Portland, OR 97220
Salem Contractors Exchange, 2256 Judson St., SE, Salem, Oregon 97302.

Bidders must be prequalified. Those who are not prequalified with the City must file application no later than 5:00 p.m. prevailing time on the 19th day of June, 1992.

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% 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 informalities, 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.

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

CONTRACT DOCUMENTS

BID

PLACE: CITY OF NEWBERG, OREGON
PROJECT: 1992 ASPHALT OVERLAY PROJECT
TO: MAYOR AND CITY COUNCIL
CITY OF NEWBERG, OREGON
414 E. FIRST ST.
NEWBERG, OREGON 97132

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

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

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

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

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

1992 ASPHALT OVERLAY PROJECT
SCHEDULE OF PRICES

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNITS OF MEASUREMENT	UNIT PRICE FIGURES	UNIT PRICE IN WRITING	TOTAL AMOUNT
Section A - Streets:						
1.	Mobilization (Not To Exceed 5%)	1	LS	<u>12500⁰⁰_{xx}</u>	Twelve Thousand Five Hundred	<u>12500⁰⁰_{xx}</u>
2.	Detour Signing Collector/Arterial Street	1	LS	<u>3000⁰⁰_{xx}</u>	Three Thousand	<u>3000⁰⁰_{xx}</u>
3.	Planing Asphalt Pavement	3,200	SY	<u>280⁰⁰_{xx}</u>	Two & 80/100s	<u>8960⁰⁰_{xx}</u>
4.	Pavement Repair Local Street	3,500	SY	<u>1275</u>	Twelve & 75/100s	<u>44625⁰⁰_{xx}</u>
5.	Pavement Repair Collector Street	300	SY	<u>1440⁰⁰_{xx}</u>	Fourteen & 40/100s	<u>4320⁰⁰_{xx}</u>
6.	Leveling Course Asphalt, Class "D"	300	TON	<u>4275</u>	Forty Two & 75/100s	<u>12825⁰⁰_{xx}</u>
7.	Tack Coat (CSS-1 Emulsion)	15	TON	<u>175⁰⁰_{xx}</u>	One Hundred Seventy Five	<u>2625⁰⁰_{xx}</u>
8.	Paving Geotextile Fabric	15,300	SY	<u>095⁰⁰_{xx}</u>	Zero & 95/100s	<u>14535⁰⁰_{xx}</u>
9.	Asphalt Overlay Class "C"	2,200	TON	<u>3100⁰⁰_{xx}</u>	Thirty One & 10/100s	<u>68200⁰⁰_{xx}</u>
10.	Adjust Manholes	40	EA	<u>350⁰⁰_{xx}</u>	Three Hundred Fifty & 10/100s	<u>14000⁰⁰_{xx}</u>
11.	Curb and Gutter	1,600	LF	<u>1525</u>	Fifteen & 25/100s	<u>24400⁰⁰_{xx}</u>
12.	Straight Curb	120	LF	<u>1025</u>	Ten & 25/100s	<u>1230⁰⁰_{xx}</u>

13.	Asphalt Curb	100	LF	<u>5⁰⁰_{xx}</u>	<u>FIVE \$⁰⁰/100S -</u>	<u>500⁰⁰_{xx}</u>
14.	Sidewalk	3,000	SF	<u>2⁵⁰_{xx}</u>	<u>TWO \$⁵⁰/100S -</u>	<u>7500⁰⁰_{xx}</u>
15.	Remove Sidewalk or Driveway	3,000	SF	<u>1⁵⁰_{xx}</u>	<u>ONE \$⁵⁰/100S -</u>	<u>4500⁰⁰_{xx}</u>
16.	Residential Driveway	100	SF	<u>4⁰⁰_{xx}</u>	<u>FOUR \$⁰⁰/100S -</u>	<u>400⁰⁰_{xx}</u>
17.	Commercial Driveway	550	SF	<u>3⁵⁰_{xx}</u>	<u>THREE \$⁵⁰/100S -</u>	<u>1925⁰⁰_{xx}</u>
18.	Wheelchair Ramp (existing curb)	7	EA	<u>300⁰⁰</u>	<u>THREE HUNDRED \$⁰⁰/100S -</u>	<u>2100⁰⁰_{xx}</u>
19.	Sawcut Asphalt Pavement	2,600	LF	<u>0⁷⁵_{xx}</u>	<u>ZERO \$⁷⁵/100S -</u>	<u>1950⁰⁰_{xx}</u>
20.	Trench Paving 2" Thick	600	SY	<u>10⁹⁰</u>	<u>TEN \$⁹⁰/100S -</u>	<u>6540⁰⁰_{xx}</u>
21.	Shoulder Rock	450	LF	<u>1³⁵_{xx}</u>	<u>ONE \$³⁵/100S -</u>	<u>6075⁰⁰_{xx}</u>

Section B - Sewer: Storm and Sanitary:

22.	Trench Excavating (Storm) - Class "B" Bedding/Backfill. 0-8 ft.					
	8" Pipe	290	LF	<u>11⁶⁰_{xx}</u>	<u>ELEVEN \$⁶⁰/100S -</u>	<u>3364⁰⁰_{xx}</u>
	10" Pipe	610	LF	<u>11⁶⁰_{xx}</u>	<u>ELEVEN \$⁶⁰/100S -</u>	<u>7076⁰⁰_{xx}</u>
	12" Pipe	60	LF	<u>12⁵⁰_{xx}</u>	<u>TWELVE \$⁵⁰/100S -</u>	<u>750⁰⁰_{xx}</u>
23.	Trench Excavating (Sanitary) - Class "B" Bedding/Backfill					
	4" Pipe, 0-8 ft.	108	LF	<u>21⁰⁰_{xx}</u>	<u>TWENTY ONE \$⁰⁰/100S</u>	<u>2268⁰⁰_{xx}</u>
	4" Pipe, 8-12 ft.	8	LF	<u>50⁰⁰_{xx}</u>	<u>FIFTY \$⁰⁰/100S</u>	<u>400⁰⁰_{xx}</u>
	6" Pipe, 0-8 ft.	170	LF	<u>21⁰⁰_{xx}</u>	<u>TWENTY ONE \$⁰⁰/100S</u>	<u>3570⁰⁰_{xx}</u>
	6" Pipe, 8-12 ft.	35	LF	<u>30⁰⁰_{xx}</u>	<u>THIRTY \$⁰⁰/100S</u>	<u>1050⁰⁰_{xx}</u>
	12" Pipe, 8-12 ft.	290	LF	<u>29⁰⁰_{xx}</u>	<u>TWENTY NINE \$⁰⁰/100S</u>	<u>8410⁰⁰_{xx}</u>
24.	Trench Excavating (Sanitary) - Class "B" Bedding/"A" Backfill					
	4" Pipe, 0-8 ft.	50	LF	<u>12⁰⁰_{xx}</u>	<u>TWELVE \$⁰⁰/100S -</u>	<u>600⁰⁰_{xx}</u>
25.	4" PVC Pipe, Sanitary	165	LF	<u>2⁷⁵</u>	<u>TWO \$⁷⁵/100S -</u>	<u>453⁷⁵_{xx}</u>
	6" PVC Pipe, Sanitary	210	LF	<u>3¹⁰</u>	<u>THREE \$¹⁰/100S -</u>	<u>651⁰⁰_{xx}</u>
	12" PVC Pipe, Sanitary	290	LF	<u>5²⁵</u>	<u>FIVE \$²⁵/100S</u>	<u>1522⁵⁰_{xx}</u>
26.	8" PVC Pipe	110	LF	<u>3⁹⁰</u>	<u>THREE \$⁹⁰/100S</u>	<u>429⁰⁰_{xx}</u>
	10" PVC Pipe	450	LF	<u>4⁷⁵</u>	<u>FOUR \$⁷⁵/100S</u>	<u>2137⁵⁰_{xx}</u>
	12" PVC Pipe	60	LF	<u>7⁰⁰</u>	<u>SEVEN \$⁰⁰/100S</u>	<u>420⁰⁰_{xx}</u>

27.	8" Ductile Iron Pipe, Class 50	180	LF
	10" Ductile Iron Pipe, Class 50	160	LF
28.	10" - 22.5 PVC Bend B&S	1	EA
	12" - 22.5 PVC Bend B&S	2	EA
29.	6 x 4 PVC Tee, Sanitary	2	EA
	12 x 4 PVC Tee, Sanitary	1	EA
30.	Asphalt Channel	2	EA
31.	Catch Basin	21	EA
32.	Remove Catch Basin	15	EA
33.	Manhole	12	EA
34.	Manhole, Extra Depth	5	LF
35.	Remove Manhole	2	EA
36.	Connection Assembly	8	EA
37.	Tap Existing Manhole	1	EA
38.	Air Testing, Sanitary Sewer	665	LF
39.	Reconnect Rain Drain Into New Catch Basin	2	EA

Section C - Water:

40.	4" Ductile Iron Pipe Class 52	160	LF
41.	6" Ductile Iron Pipe Class 52	480	LF
42.	4" Trench Excavation Backfill Class "B"	160	LF

900
11'5

40⁰⁰
52⁰⁰

27⁰⁰
40⁰⁰

300⁰⁰

550⁰⁰

120⁰⁰

1650⁰⁰

175⁰⁰

350⁰⁰

425⁰⁰

525⁰⁰

1⁰⁰

100⁰⁰

12⁷⁵

13⁷⁵

6⁰⁰

NINE \$¹⁰⁰/100S - 1620⁰⁰
ELEVEN \$¹⁵/100S - 1784⁰⁰

Forty \$¹⁰⁰/100S - 40⁰⁰
Fifty TWO \$¹⁰⁰/100S - 104⁰⁰

TWENTY SEVEN \$¹⁰⁰/100S - 54⁰⁰
Forty \$¹⁰⁰/100S - 40⁰⁰

THREE HUNDRED \$¹⁰⁰/100S 600⁰⁰

FIVE HUNDRED FIFTY \$¹⁰⁰/100S 11550⁰⁰

ONE HUNDRED TWENTY \$¹⁰⁰/100S 1200⁰⁰

ONE THOUSAND SIX HUNDRED FIFTY \$¹⁰⁰/100S 19800⁰⁰

ONE HUNDRED SEVENTY FIVE \$¹⁰⁰/100S 875⁰⁰

THREE HUNDRED FIFTY \$¹⁰⁰/100S 700⁰⁰

FOUR HUNDRED TWENTY FIVE \$¹⁰⁰/100S 3400⁰⁰

FIVE HUNDRED TWENTY FIVE \$¹⁰⁰/100S 525⁰⁰

ONE \$¹⁰⁰/100S - 665⁰⁰

ONE HUNDRED \$¹⁰⁰/100S 200⁰⁰

TWELVE \$⁷⁵/100S - 2040⁰⁰

THIRTEEN \$⁷⁵/100S - 6600⁰⁰

SIX \$¹⁰⁰/100S - 960⁰⁰

43.	6" Trench Excavation Backfill Class "B"	480	LF	<u>5 ⁵⁰/_{xx}</u>	<u>FIVE \$ ⁵⁰/₁₀₀</u>	<u>2640 ⁰⁰/_{xx}</u>
44.	4" Gate Valve, FLG x MJ	2	EA	<u>225 ⁰⁰/_{xx}</u>	<u>TWO HUNDRED TWENTY FIVE \$ ⁰⁰/₁₀₀</u>	<u>450 ⁰⁰/_{xx}</u>
45.	6 x 4 FLG Cross	1	EA	<u>225 ⁰⁰/_{xx}</u>	<u>TWO HUNDRED TWENTY FIVE \$ ⁰⁰/₁₀₀</u>	<u>225 ⁰⁰/_{xx}</u>
46.	6" Adaptor, FLG x P.E.	2	EA	<u>70 ⁰⁰/_{xx}</u>	<u>SEVENTY \$ ⁰⁰/₁₀₀</u>	<u>140 ⁰⁰/_{xx}</u>
47.	6" Solid Sleeve Coupling	1	EA	<u>75 ⁰⁰/_{xx}</u>	<u>SEVENTY FIVE \$ ⁰⁰/₁₀₀</u>	<u>75 ⁰⁰/_{xx}</u>
48.	4" MJ Plug	1	EA	<u>30 ⁰⁰/_{xx}</u>	<u>THIRTY \$ ⁰⁰/₁₀₀</u>	<u>30 ⁰⁰/_{xx}</u>
49.	2" Blowoff Assembly	1	EA	<u>275 ⁰⁰/_{xx}</u>	<u>TWO HUNDRED SEVENTY FIVE \$ ⁰⁰/₁₀₀</u>	<u>275 ⁰⁰/_{xx}</u>
50.	Reconnect Service, .75" Copper	100	LF	<u>10 ⁰⁰/_{xx}</u>	<u>TEN \$ ⁰⁰/₁₀₀</u>	<u>1000 ⁰⁰/_{xx}</u>
51.	Reconnect Dual Service, 1" Copper	100	LF	<u>12 ²⁵/_{xx}</u>	<u>TWELVE \$ ²⁵/₁₀₀</u>	<u>1225 ⁰⁰/_{xx}</u>
52.	Leakage Testing & Chlorination	650	LF	<u>1 ⁰⁰/_{xx}</u>	<u>ONE \$ ⁰⁰/₁₀₀</u>	<u>650 ⁰⁰/_{xx}</u>

Total Bid in Writing

Total Bid in Figures

THREE HUNDRED THIRTY THOUSAND FOUR HUNDRED ELEVEN \$ ²⁵/₁₀₀

330411 ²⁵/_{xx}

Name of Bidder: JOHN L. FISHER
 Title: ASST / SECRETARY - MGR
 Company: FLINTSTONE CRUSHING & CONSTRUCTION
 Address, City, State, Zip: 103 BOOTH BEND RD MEMPHIS, OR. 97128
 Telephone: (503) 472-2571

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 6-24-92 NO. _____ DATE _____
NO. _____ DATE _____ NO. _____ DATE _____

The name of the Bidder submitting this Proposal is FLINTSTONE
Crushing & Construction Co doing business at
103 BOOTH BEND Rd, McMinnville, OR, 97128
Street City State Zip

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

BIDDER'S PERFORMANCE BOND STATEMENT

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

Contractor, is submitting a bid to the City of Newberg pursuant to the latter's Advertisement for Bids for the 1992 Asphalt Overlay 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

MERCHANTS BONDING CO. Contractor hereby authorizes
(Surety Company)

MERCHANTS BONDING CO to disclose any information to the
(Surety Company)

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

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

26TH day of JUNE, 19 92

[Signature]
Signature of Bidder

Asst Sec / Mgr
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 26th day of JUNE, 19 92

Clinton Stone (Kush) & Sons' Co
Name of Corporation

By [Signature]

Asst Sec / Mgr
Title

Attest [Signature]

Secretary

CONTRACT DOCUMENTS

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 14th day of JULY, 1992, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and FLINTSTONE CRUSHING & CONSTRUCTION CO.

of 103 Booth Bend Road, McMinnville, Oregon 97128

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 1992 Asphalt Overlay Project to the extent of the Bid made by the Contractor on the 26th day of June, 1992, 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 Director of Public Works and to his satisfaction to the extent provided in the Contract Documents, or as otherwise herein provided and based on the said Bid made by the Contractor, and to make such payments in the manner at the times provided in the Contract Documents.

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

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

CONTRACT 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

Dave R. Cole
By

City Manager
Title

CONTRACTOR

FLINTSTONE CRUSHING & CONSTRUCTION CO.

By Todd M. Alberts
V. President

Title Todd M. Alberts, V. President

Approved as to form:

[Signature]
City Attorney

CONTRACT DOCUMENTS

PERFORMANCE - PAYMENT BOND #OR 1153

KNOW ALL MEN BY THESE PRESENTS: That we

FLINTSTONE CRUSHING & CONSTRUCTION CO.

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

"Principal" and MERCHANTS BONDING COMPANY of DES MOINES.

State of IOWA, hereinafter called "Surety", are
held firmly bound unto the City of Newberg, Oregon, hereinafter
called "Owner" in the penal sum of THREE HUNDRED THIRTY THOUSAND, FOUR HUNDRED

ELEVEN AND 25/100THS-----Dollars (\$ 330,411.25-----) 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 14th day of July, 1992,
a copy of which is hereto attached and made a part hereof for the construction
of the 1992 Asphalt Overlay Project.

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

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 14th day of July, 1992.

X [Signature]
(Principal) Secretary

FLINTSTONE CRUSHING & CONSTRUCTION CO.
Principal

By [Signature]
Todd M. Alberts, V. President
103 Booth Bend Rd., McMinnville, OR 97128
(Address - Zip Code)

(SEAL) [Signature]
Witness as to Principal
103 Booth Bend Rd
McMinnville, OR. 97128
(Address - Zip Code)

ATTEST/WITNESS

[Signature]
(Surety) ~~XXXXXXXXXX~~ WITNESS

MERCHANTS BONDING COMPANY

Surety

By [Signature]
Attorney-in-fact Sherril Caudill
P.O.Box 784, Springfield, OR 97477
(Address - Zip Code)

(SEAL) [Signature]
Witness as to Surety
P.O.Box 784, Springfield, OR 97477
(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.

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Men By These Presents, that the MERCHANTS BONDING COMPANY (Mutual), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

>>>SHERRIL CAUDILL**I.L. KINGREY**MARGIE JOHNSON<<<

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of **SPRINGFIELD** and State of **OR** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety:

>>>ONE MILLION DOLLARS (\$1,000,000.00)<<<

and to bind the MERCHANTS BONDING COMPANY (Mutual) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (Mutual), and all the acts of said Attorney, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (Mutual).

ARTICLE 2, SECTION 6A. -- The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 2, SECTION 6B. -- The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

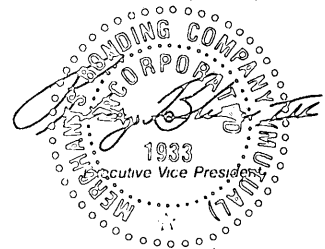
In Witness Whereof, MERCHANTS BONDING COMPANY (Mutual) has caused these presents to be signed by its Vice President and Executive Vice President, and its corporate seal to be hereto affixed, this 11th day of October A.D., 19 91

Attest:

MERCHANTS BONDING COMPANY (Mutual)

M J Long
Vice President

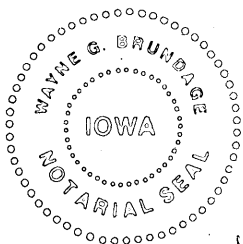
By



STATE OF IOWA
COUNTY OF POLK ss

On this 11th day of October, 19 91, before me appeared M.J. Long and Rodney Bliss III, to me personally known, who being by me duly sworn did say that they are Vice President and Executive Vice President respectively of the MERCHANTS BONDING COMPANY (Mutual), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Des Moines, Iowa the day and year first above written.



STATE OF IOWA
COUNTY OF POLK ss

I, M.J. Long, Vice President of the MERCHANTS BONDING COMPANY (Mutual), do hereby certify that the above and foregoing is a true and correct copy of the POWER OF ATTORNEY, executed by said MERCHANTS BONDING COMPANY (Mutual), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company, at Springfield, Oregon this 14th day of July 1992

This power of attorney expires CONTINUOUS



GENERAL PROVISIONS

1992 ASPHALT OVERLAY PROJECT

CITY OF NEWBERG, OREGON

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 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

GENERAL PROVISIONS

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

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.

GENERAL PROVISIONS

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.

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.

GENERAL PROVISIONS

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

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

GENERAL PROVISIONS

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 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.

GENERAL PROVISIONS

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.

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

GENERAL PROVISIONS

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

The Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof. This insurance shall include the interests of Contracting Agency, Contractor, Subcontractors, and consultants in the Work, all of whom shall be listed as insureds or additional insured articles, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the SPECIAL 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

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.

GENERAL PROVISIONS

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 and at the expense of the Contractor as they will not be accepted by the Engineer from suppliers or others.

GENERAL PROVISIONS

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 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.

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4.06 ALTERATION OF QUANTITIES

In the event that the Contractor is directed by the Engineer to increase, decrease or omit portions of the work, and the total pay quantity for any items of work varies from the original contract quantity by 25% or less, payment will be made for the quantity of work performed at the contract unit price thereof.

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

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

4.07 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 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

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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.

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

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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 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

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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

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

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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.

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

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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.

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

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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.

In certain cases where indicated on the drawings, the Contractor shall locate utilities in advance of his construction operations. In these cases the

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

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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 (EXCEPT SANITARY SEWER)

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:

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"

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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 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

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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 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

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

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

The Contractor shall give reasonable notice to occupants of buildings on property adjacent to the work to permit the occupants to remove vehicles, trailers, and other possessions as well as salvage or relocate plants, trees, fences, sprinkler systems, or other improvements in the right-of-way which are

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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 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 5.23, hereof.

Unless relieved of responsibility as provided under Section 5.21, the Contractor and his sureties shall be fully liable for any loss or damage to the works referred to in the contract, resulting from any cause whatsoever, including but not limited to fire, theft, vandalism, malicious mischief, or injury or damage by the elements, except for any loss or damage that may be occasioned by

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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 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

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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 any order of preference. The Contractor may offer any material, process, and/or equipment which complies with the governing

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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 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.

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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 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.

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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 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.

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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.

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

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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 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,

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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

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.

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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 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.

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8.04 TIME OF COMPLETION

The Contractor shall complete the work called for under the contract in all part and requirements within the number of calendar days set forth in the contract. Unless otherwise provided, all work shall be performed during 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 and most exact measure of such damage that can

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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.

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

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

8.07 PROVISIONS RELATIVE TO DEFAULT BY CONTRACTOR

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

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

The determination by the Engineer of the question as to whether any of the terms of the Contract 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

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and reasonable compensation, the Contracting Agency will be liable to the Contractor only for the reasonable value of the work performed and any other actual costs sustained by the Contractor.

8.09 ADVERTISING

No 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, in connection with obtaining said information. The Contracting Agency will accept the certificates as evidence of the weight delivered.

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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.

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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.

TECHNICAL PROVISIONS

1992 ASPHALT OVERLAY PROJECT

CITY OF NEWBERG, OREGON

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; and for other operations performed or costs incurred before the beginning of the work.

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 on a lump sum basis. Mobilization shall not be more than five (5) percent 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.

2.02 AGGREGATE MATERIALS

2.02.A GENERAL.

Aggregates for asphaltic concrete pavements shall meet the requirements of this Section, subject to such modifications of the specified gradation as may be necessary to produce the mix proportions specified in Section 2.03 of these Specifications.

2.02.B TESTS.

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

<u>Property</u>	<u>Test</u>	<u>Requirement</u>
Sieve Analysis	AASHTO T 27	See Table I
Cohesion	AASHTO T 165	70% retained strength
Abrasion Resistance	AASHTO T 96	Wear - 30% maximum
Sand Equivalent	AASHTO T 176	
Soundness	AASHTO T 104	
Unit Weight		
Specific Gravity		
- Coarse Aggregate	AASHTO T 85	
- Fine Aggregate	AASHTO T 84	
Liquid Limit	AASHTO T 89	
Plastic Limit	AASHTO T 90	

2.02.C COARSE AGGREGATE.

The portion of the aggregate retained on the 1/4 inch sieve will be known as Coarse Aggregate. Coarse Aggregate shall be crushed rock or crushed gravel free from flat, elongated, soft or disintegrated pieces and other extraneous matter or coatings. The Coarse Aggregate, when separated on

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consecutive sieves, shall contain in each fraction not less than 60% (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

2.02.D 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.

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</u> <u>Passing No. 40 Sieve</u>	<u>Liquid Limit</u> <u>Maximum</u>	<u>Plastic Limit</u> <u>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

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2.02.E. MINERAL FILLER.

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

2.03 ASPHALT CONCRETE MATERIALS

2.03.A CLASS.

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

2.03.B PROPORTIONS.

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

Table II
Asphalt Concrete Mix Proportions
Percentages of Total Aggregate (by weight)

<u>Sieve Size</u> <u>Passing</u>	<u>Class "B"</u>	<u>Class "C"</u>	<u>Class "D"</u>
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)

2.03.C TOLERANCES.

After the mix formula is established as prescribed above, the several constituents of the mixture furnished by the Contractor shall conform to the mix formula within the tolerances specified in Table III, but always within the pertinent limits of Table II.

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Table III
Asphalt Concrete Mix Tolerances

<u>Constituents</u>	<u>Tolerance</u> (Plus or Minus Percentage)
Passing 1/4" Sieve or larger	6.0
Passing No. 10 and No. 40 Sieve	5.0
Passing No. 200 Sieve	2.0
Asphalt Cement	0.5
Temperature of Mix	10 ⁰ 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.

2.03.D FEATHERING.

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

2.03.E ASPHALT CEMENT.

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

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Table IV

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

SPECIFICATION DESIGNATION	AASHTO Test	Viscosity Grade				
		AR- 1000	AR- 2000	AR- 4000	AR- 8000	AR- 16000
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 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°F 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.

2.03.F 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:

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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

2.03.G TACK COAT ASPHALT.

Tack coat asphalt shall be one or another of the following
emulsified asphalts as designated by the Engineer: CSS-1 or CSS-1h.

2.04 CONSTRUCTION

2.04.A WEATHER LIMITATIONS.

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

Nominal Compacted Thickness of Individual Courses*	Travel Lanes	All
	<u>Wearing Courses</u>	<u>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.

2.04.B 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.

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

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

The vertical faces of existing pavements and all structures in actual contact with asphalt mixes shall be painted with a thin, completed coating of emulsified asphalt mixes to provide a closely bonded, waterproof joint.

2.04.D APPLICATION OF TACK COAT.

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.

2.04.E 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.

2.04.F 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, volatiles or other mineral spirits which may affect the mix being

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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.

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.

2.04.G 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.

2.04.H 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.

2.04.I 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 2.04.F. 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

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

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

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.

2.04.J 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 2.04.F. 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.

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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 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.

2.04.K 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.

2.04.L 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

2.04.M. 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

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following: 0.015-foot on wearing surfaces or top courses of pavement, and 0.02-foot on other courses or layers or pavement.

2.04.N 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.

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SECTION 3.00 GEOTEXTILES BENEATH PAVEMENT OVERLAYS

3.01 GENERAL.

This work consists of furnishing and placing geotextiles beneath pavement overlays, as shown on the plans and at other locations or as directed by the Engineer. The use of geotextiles in pavement overlays involves four basic steps: Initial surface preparation, application of a tack coat, placement of the geotextile, and placement of the overlay.

3.02 WEATHER LIMITATIONS.

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

3.03 SURFACE PREPARATION.

The pavement surface upon which the sealant is to be placed shall be prepared in accordance with Section 2.04.C. Where the pavement is severely cracked, rutted, deformed, or otherwise distressed, a leveling course shall be placed as directed by the Engineer, in accordance with section 2.04.G.

3.04 TACK COAT.

The tack coat asphalt material shall be as stated in Section 2.03.G. The tack coat shall be applied in accordance with Section 2.04.D. The target width of tack coat application shall be geotextile width plus one foot. The tack coat shall be applied only as far in advance of geotextile installation as is appropriate to insure a tacky surface at the time of geotextile placement. Fabrics shall be placed the same day as the tack coat. Traffic shall not be allowed on the tack coat. Excess asphalt shall be cleaned from the road surface.

3.05 PLACEMENT OF GEOTEXTILE.

The geotextile shall be protected from moisture at all times during storage and placement. The geotextile shall be placed into the tack coat using mechanical or manual laydown equipment capable of providing a smooth installation with a minimum amount of wrinkling or folding prior to the tack coat cooling and losing tackiness. Wrinkles or folds in excess of one inch shall be slit and laid flat. All transverse joints and slit folds or wrinkles shall be shingle-lapped in the direction of the paving operation. Brooming and/or pneumatic rolling will be required to maximize geotextile contact with the pavement surface. Additional hand-placed sealant material may be required at laps, as determined by the Engineer.

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Traffic on the geotextile prior to and during paving shall be limited to necessary construction equipment and emergency vehicles, unless otherwise directed by the Engineer. Turning of the paver and other vehicles shall be done gradually and kept to a minimum to avoid movement and damage to the geotextile. Abrupt starts and stops shall also be avoided. Damaged geotextile shall be removed and replaced with the same type of geotextile, and the overlaps shall be shingle-lapped in the direction of paving.

3.06 GEOTEXTILE OVERLAP.

The minimum overlap shall be sufficient to insure closure, but shall not exceed 6 inches.

3.07 PLACEMENT OF OVERLAY.

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

3.08 MEASUREMENT.

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

3.09 PAYMENT.

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

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

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

TECHNICAL PROVISIONS

SECTION 4.00 GEOTEXTILE FABRICS

4.01 GENERAL.

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

4.02 DEFINITIONS.

a. Geotextile. A fabric manufactured specifically for use in civil engineering applications. Fibers used in the manufacture of geotextiles shall consist of long chain synthetic polymers. At least 85 percent by weight of the long chain polymers shall be polyolefins, polyesters, or polyamides.

b. Pavement Overlay Geotextile. Geotextile for installation beneath an asphalt concrete overlay.

c. Machine Direction. The long (or warp) direction of the geotextile. The cross-machine (or fill) direction is perpendicular to the machine direction.

d. Mean Roll Values. The mean roll value of any specific geotextile property is the average of the test results from any roll within a lot.

e. Seam Allowance. The minimum distance from the edge of a geotextile to the stitch line nearest to that edge.

f. Seam Type. A designation relating to the essential characteristics of geotextile positioning and rows of stitching in a specified sewn seam, as shown on the plans.

g. Selvage. The finished edge of a geotextile parallel to the machine direction.

TECHNICAL PROVISIONS

h. Stitch Type. A designation relating to the essential characteristics of the interlacing of sewing thread(s) in a specified seam, as shown on the plans.

i. Woven Geotextile. A textile comprising two or more sets of filaments or yarns interlaced in such a way that they result in a uniform pattern.

j. Non-woven Geotextile. A textile produced by bonding or interlocking of fibers, or both, accomplished by mechanical, heat, or chemical means.

4.03 FACTORY SEAMS.

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

4.04 SAMPLING.

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

4.05 TESTING.

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

4.06 ACCEPTANCE REQUIREMENTS.

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

4.07 MANUFACTURER'S CERTIFICATION.

a. The Contractor shall furnish the geotextile manufacturer's certified test results attesting that the geotextile and applications for the intended application. The certification shall state that the named product

TECHNICAL PROVISIONS

conforms to the required specification requirements and that representative samples thereof have been sampled and tested as specified.

b. The certification shall give the name and address of the manufacturer and the testing agency and the date of tests, and shall set forth the means of identification, including lot number, which will permit field determination of the product delivered to the project as being the product covered by the certification.

c. The certified copy of the test results shall include each test result, each mean roll value, the calculated standard deviation for each lot, and the manufacturer's coefficient of variation for all test results.

d. The certification shall be sent with the shipment of the covered product to the Engineer.

e. The City will not be responsible for any costs or certification or for any costs of the sampling and testing of products in connection therewith.

f. The City reserves the right to require samples and to test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer thereof.

4.08 PROPERTY REQUIREMENTS OF GEOTEXTILES BENEATH PAVEMENT OVERLAYS.

Only non-woven geotextiles are acceptable. The following requirements apply:

<u>Geotextile Property</u>	<u>Test Method</u>	<u>Mean Roll Value</u>
Grab tensile strength, lbs.	OSHD TM 811 (ASTM D 1682 Modified)	80 min.
Grab elongation, %	OSHD TM 812 (ASTM D 1682 Modified)	50 min.
Asphalt retention, gal./sq. yd.	OSHD TM 817	0.20 min.
Melting point, °F.	ASTM D 276	300 min.

TECHNICAL PROVISIONS

SECTION 5.00 PAVEMENT REPAIR

5.01 SCOPE.

This bid item shall consist of cutting out, excavating and replacing sections of asphalt pavement that show serious structural distress from traffic.

5.02 PREPARATION.

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

5.03 CONSTRUCTION.

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

5.04 NOTIFICATION.

In accordance with Section 7.00 "Notifications".

5.05 MEASUREMENT AND PAYMENT.

Measurement and payment will be on a square yard basis of the completed pavement repair.

TECHNICAL PROVISIONS

SECTION 6.00 PAVEMENT PLANING

6.01 PAVEMENT PLANING.

Scope. This bid item shall consist of planing asphalt pavement in areas where the gutter is overlaid with asphalt; and planing asphalt pavement in other areas as required. The purpose of planing asphalt off the gutter will be to improve drainage flow and capacity.

6.02 PREPARATION.

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

6.03 CONSTRUCTION.

The planing shall be performed as depicted in Standard Drawing, "Pavement Planing".

6.04 EQUIPMENT.

The equipment for profiling the pavement surface shall be a power operated, self-propelled planing machine or grinder. The equipment shall be capable of accurately and automatically establishing profile grades, (within 1/8", plus or minus), by reference from the existing pavement by means of ski or from an independent grade control and shall be controlled by an automatic system for controlling grade elevation and cross slope at a given rate. The equipment for profiling shall be equipped with an effective waste pick up and removal device integral with the unit. The equipment for profiling shall load towards the front of the machine, with equipment to limit the amount of dust escaping from the removal operation.

6.05 NOTIFICATION.

In accordance with Section 7.00 "Notifications".

6.06 MEASUREMENT AND PAYMENT.

Measurement and payment for Pavement Planing will be on a square yard basis. Payment shall be full compensation for furnishing all tools, equipment, labor, materials, supplies and incidentals necessary to accomplish the work as specified, including the removal and stockpiling of the grindings.

TECHNICAL PROVISIONS

SECTION 7.00 NOTIFICATION

"No Parking" signs shall be placed in order to provide 24 hours notification. A written notice shall be distributed by the contractor to each residence or business, the day prior to surface treatment. If the work is not done as planned, notify residences that they may return to normal use of the street until further notice. The contractor shall use signs approved by the Engineer. A minimum of three signs shall be placed on each side of a City block. Moving of parked vehicles which conflict with the work will be coordinated by the project inspector, and will be arranged by the Newberg Police Department. The expense of moving parked vehicles will be borne by the City, provided that all procedures of signing and notification have been followed.

TECHNICAL PROVISIONS

SECTION 8.00 TRAFFIC CONTROL

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

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

Wherever an exposed edge of asphalt concrete, either old or new, lies along the outer or shoulder edge of a traffic lane and creates a drop-off exceeding 2 inches, warning and protective measures shall be provided by the Contractor, which measures shall mark the edges at intervals sufficiently close to delineate the alignment of the exposed edge and shall be clearly visible to the traveling public by day and by night.

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

SPECIAL PROVISIONS

1992 ASPHALT OVERLAY PROJECT

CITY OF NEWBERG, OREGON.

SPECIAL PROVISIONS

SP-1 CONSTRUCTION TIME PERIOD

All work shall be completed by August 28, 1992.

SP-2 WORKING HOURS

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

SP-3 TREE TRIMMING

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

SP-4 WATER

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

SP-5 PAVING OVER UTILITIES

Cover with roofing paper then construct the overlay over the following utility structures: manholes, clean-outs, monument boxes, gas valve boxes.

SP-6 UTILITY ADJUSTMENTS

Raise to finish grade, then construct the overlay over the following utility structures: water valve boxes.

SP-7 ASPHALT PAVEMENT REPAIR

Excavation/reconstruction of street base and pavement shall be according to Standard Drawing ST-23. The classification of streets is listed in the Table of Streets.

SP-8 PAVEMENT PLANING

Pavement Planing is depicted in the Standard Drawing and tabulation attached to this contract.

Pavement grindings shall be deposited at the Public Works Yard, 500 W. Third Street.

SP-9 PLACEMENT OF GEOTEXTILE FABRIC

Geotextile shall be placed on the Travel Surface as shown on Standard Drawing ST-22. The geotextile fabric width is listed in the Table of Streets.

SPECIAL PROVISIONS

SP-10 ASPHALT OVERLAY TYPICAL SECTION

The asphalt overlay shall be constructed according to the typical section of Standard Drawing ST-22.

SP-11 TRAFFIC CONTROL ON COLLECTOR STREET

Where a signed detour is marked on the Project map, signing is according to Standard Drawing ST-24.

SP-12 WHEELCHAIR RAMP

Measurement and payment for a Wheelchair Ramp constructed with a new curb and gutter, will be on the same basis as that for Sidewalk.

SP-13 TRENCH PAVING

Trench Paving shall include any potholes that were made to investigate utilities.

Trench Paving depicted in Standard Drawing ST-15 shall be modified to 2" of Class C asphalt concrete, placed in one lift.

SP-14 SHOULDER ROCK

The bid item Shoulder Rock consists of preparation, placement, and compaction of 0.75"-0 crushed rock from the new pavement edge to the edge of the shoulder. Prior to construction of the overlay, remove any vegetative matter capping the shoulder and pavement edge. Grade and compact the shoulder slope to existing drainage.

Measurement and payment for Shoulder Rock will be on the basis of linear feet of shoulder.

The location for application of shoulder rock is: Crestview Drive, south side; Meridian to Hoskins, 450 LF.

SP-15 RECONNECT WATER SERVICE

It is estimated that there are 4 - 0.75" services to reconnect; and 2 dual 0.75" services (1" line). It is also estimated that these services are galvanized iron pipe. If a service line is galvanized iron pipe, it shall be replaced with copper water pipe, by pulling the new pipe through the old pipe path, or by trenching if necessary.

Measurement and payment to Reconnect Water Service will be on the basis of linear feet of service pipe replaced. If trenching within the street is required, saw cutting pavement and trench paving will be paid by separate items. Payment shall be full compensation for furnishing all tools, equipment, labor, materials, supplies and incidentals necessary to accomplish the work as specified.

SP-16 BACKFILLING OF CONSTRUCTION AREAS

Unless noted otherwise, use the following procedure for backfilling construction areas:

SPECIAL PROVISIONS

Backfill the bottom zone with select native material. Backfill the top 6 inches with topsoil. Plant grass seed with peat moss cover, followed by one good watering.

SP-17 PRECONSTRUCTION MEETING

A preconstruction meeting will be held at a time and place as prescribed by the City Engineer after the Contract is awarded, and before the Notice to Proceed is issued. At the preconstruction meeting, the Contractor shall provide a detailed written construction schedule in a form acceptable to the Engineer. The schedule shall indicate the Contractor's planned progress in daily increments. The schedule shall address access closures and detours, work to be coordinated with utility companies, work to be accomplished by others, and work to be accomplished by subcontractors. In addition to the Prime Contractor, all available subcontractors will be required to attend.

SP-18 PREVAILING RATE OF WAGE AND CERTIFICATIONS OF RATE OF WAGE

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

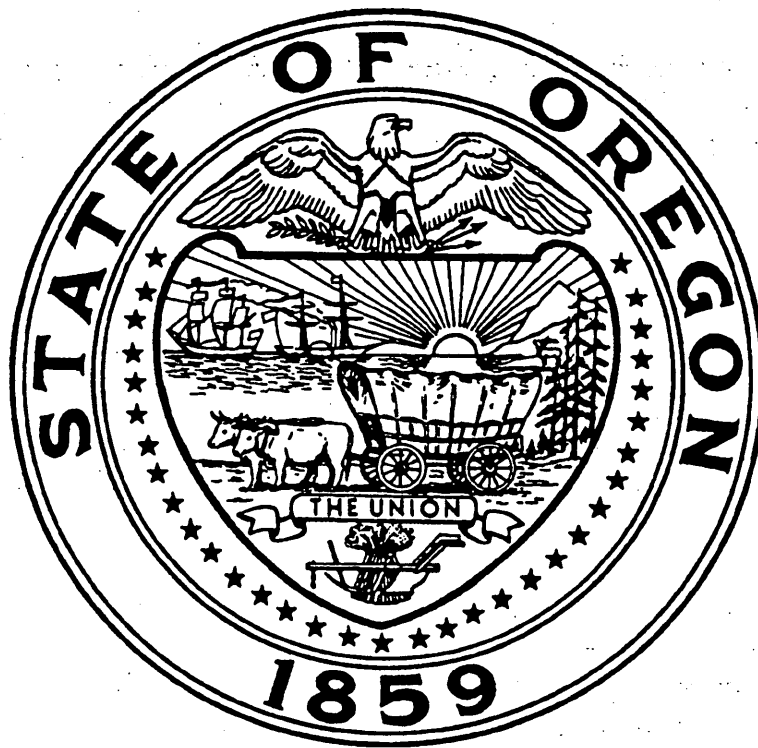
Once before the first payment and once before final payment is made of any sum due on account of a contract for a public work, the Contractor or his surety and every subcontractor or his surety shall file a statement with the public contracting agency in writing in form prescribed by the Commissioner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

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

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective January 1, 1992



BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

January 1, 1992

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective January 1, 1992. These rates have been amended in accordance with ORS 279.348 through ORS 279.365.

Prevailing Wage Rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of any public works. Copies of these rates must be incorporated into all bid specifications when the advertisement for a public works contract is issued. A provision that Prevailing Wage Rates be paid must also be put in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception; if during the bidding process the Prevailing Wage 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 specialist in Portland (229-6655). If you have any questions about the manner in which the Prevailing Wage Rates are enforced, contact the Wage and Hour Division in Portland (229-5750).

Mary Wendy Roberts
MARY WENDY ROBERTS

Commissioner

Bureau of Labor and Industries

PORTLAND
1400 SW 5th Avenue
Portland, Oregon 97201

MEDFORD
700 E Main
Medford, Oregon 97504

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

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

BEND
1250 NE 3rd, Suite B105
Bend, Oregon 97701

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

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

ANNOUNCEMENT

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

Bureau of Labor and Industries

P.O. Box 800,

Portland, OR 97207-0800

(503)229-6655

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. Note that important information on compliance has been added on page 4 under "Commonly Asked Question" number 11.

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	229-5750
Salem	378-3292

Apprentices and Trainees

Apprentices and trainees may be employed on public works. To qualify as an apprentice or trainee, the worker must be registered in a bonafide apprenticeship or training program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship and Training Agency recognized by BAT. For information call 229-6573. 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 could be exclusively that of the agency.

Fringe Benefits

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

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

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

Fringe benefits may be paid to the worker in cash or to a third party administering a fringe benefit program. When an hourly rate in excess of the required 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.

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

Certification of Payroll

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

The schedule for submitting payroll information is as follows: once within 15 days of the date the contractor or subcontractor first began work on the project and once before the final inspection of the project by the public contracting agency; in addition, for projects exceeding 90 days, submissions are to be made at 90 day intervals. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, P.O. Box 800, Portland, Oregon 97201-0800. The payroll information must be kept by the contractor and or subcontractor for three years.

COMMONLY ASKED QUESTIONS

1) What are "Prevailing Wage Rates?"

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

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

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

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

3) What about contracts when Federal funds are used?

When more than \$2,000 of federal funds are involved, the contract is usually subject to the provisions of the Davis-Bacon Act, not Oregon statutes. Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (326-3057). However, in the event that federal funds are involved, but the contract is not regulated under Davis-Bacon, Oregon's Prevailing Wage Rates Statutes may apply (ORS 279.348 - 279.365).

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 (229-5750).

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 construction industry are represented by the job classifications used in this PWR publication. These classification titles should be used according to common practice. Try to fit your workers into existing classifications. If you have questions about how to classify workers, contact the Wage and Hour Division at 229-5750 in Portland or at one of the offices listed on page 1 of this booklet.

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, 1400 S.W. 5th Avenue, Portland, Oregon 97201 (229-5750). Other Bureau offices are located in Bend (388-6330), Coos Bay (269-4575), Eugene (686-7623), Medford (776-6013), Pendleton (276-7884) and Salem (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 229-6573. 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.

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

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

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

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

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

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 addition to the usual wage and fringe benefit up-dates in this booklet. We have attempted to make them more noticeable by printing them in bold type. You may have already noticed the addition to item 11 on page 4. You will find other changes under the following trades.

BOILERMAKERS

The separate storage tank classification has been dropped. All Boilermaker work now has the same rate.

BRICKLAYERS/STONEMASONS

A differential has been added to the Area 2 base rate for refractory work, and modifications have been made in the Area descriptions.

CARPENTERS

An additional clarification on computing the proper zone pay differential for groups 5, 6 and 7 has been added.

DREDGING

Leverman-Hydraulic and Leverman-Dipper are now the same classification. The classification Fill Equipment Operator has been added.

MARBLE SETTERS

Modifications have been made in the Area description.

PLASTERERS

Area 1 plasterers have added the Nozzleman and Swinging Scaffold categories.

TILE SETTERS

Modifications have been made in the Area descriptions.

TILE & TERRAZZO FINISHERS

This trade is now titled TILE, TERRAZZO, BRICK & MARBLE FINISHERS, and modifications have been made in the Area descriptions.

TRADES

BASIC
HOURLY FRINGE
RATE BENEFITS

TRADES

BASIC
HOURLY FRINGE
RATE BENEFITS

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.)

18.10 4.83

- o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.)

19.45 4.83

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)

12.71 2.70

* 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

21.79 5.91

BRICKLAYERS/STONEMASONS**Area 1**

19.78 4.75

(add \$0.75 per hour to Fringe for Refractory repair work.)

Area 2

19.00 4.62

(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

CARPENTERS

Under the following circumstances a rate lower than the basic hourly rate may be used for carpenters:

The lower rate applies to all public works projects of less than \$750 thousand involving construction, reconstruction, major renovation or painting. In determining the \$750 thousand figure, do include the cost of all surfacing and paving, but do not include the cost of underground utilities (i.e., the amount of the contract dedicated to facilities for electricity, water, gas, sewerage including storm water, and communications) which are five feet or more outside of and away from any building, bridge or dock which is a part of the project, and are subordinate and incidental to the major purpose of the project.

NOTE: In determining whether or not the lower rates are applicable, consider the total project cost, and not the cost of any individual contract (or schedule) within that project.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS (See above for explanation of when the lower rates may be used)

	LESS THAN	
	100%	100%
Zone 1 (Base Rate):		
o Group 1	15.99	18.97 4.32
o Group 2	16.11	19.12 4.32
o Group 3	16.44	19.47 4.32
o Group 4	16.56	19.62 4.32
o Group 5	16.47	19.47 4.32
o Group 6	16.55	19.62 4.32
o Group 7	16.97	19.97 4.32

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	

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.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS (Continued)

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

Certified Welders

Group 5

Bridge, Dock & Wharf
Builders
Piledrivermen

Group 6

Boom Men

Group 7

Marine Piledriver

CEMENT MASONS

Zone 1 (Base Rate):

o Group 1	17.14	5.77
o Group 2	17.48	5.77
o Group 3	17.48	5.77
o Group 4	17.83	5.77

Group 1

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

CEMENT MASONS (continued)

- 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	Corvallis	Coos Bay	Roseburg	Eugene
Pasco	The Dalles	Medford	Longview	K. Falls
Salem	Pendleton	Astoria	Portland	Newport

DIVERS & DIVERS' TENDERS

o Divers	47.84	4.32
o Divers' Tenders	21.01	4.32

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	DEPTH PAY	HOURLY ENCLOSURE PAY	DIVERS' TOTAL HOURLY PAY
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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.

DIVERS & DIVERS' TENDERS(continued)

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	21.91	5.67
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	21.24	5.67
o Tenderman (Boatman, Attending Dredge Plan); Fireman	20.73	5.67
o Fill Equipment Operator	20.29	5.67
o Assistant Mate (Deckhand); Oiler	18.95	5.67

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.

DRYWALL/WETWALL

o Drywall (Accoustical and Drywall

Applicator)	17.85	5.57
o Wetwall (Lather)	17.10	6.32

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ELECTRICIANS</u>			<u>ELEVATOR CONSTRUCTORS(continued)</u>		
<u>Area 1:</u>			<u>Area 2</u>		
o Electricians	18.15	3.40	o Mechanic	21.79	5.68 + a
o Cable Splicers	19.97	3.50	o Helper	15.25	5.68 + a
<u>Area 2:</u>			o Probationary Helper	10.90	
o Electricians	21.21	6.25	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.		
o Cable Splicers	22.27	6.28			
<u>Area 3:</u>			<u>Area 1</u>		
	19.35	5.63	Umatilla		
<u>Area 4:</u>			Wallowa		
	21.05	4.02	Union		
<u>Area 5:</u>			Baker		
o Electricians	22.25	6.12	<u>Area 2</u>		
o Cable Splicers	23.00	6.14	All		
<u>Area 6:</u>			Remaining		
o Electricians	18.72	5.76	Counties		
o Cable Splicers	20.59	5.32	<u>GLAZIERS</u>		
<u>Area 1</u>			<u>Area 1</u>		
Malheur				19.50	3.70
<u>Area 2</u>			(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
Baker			(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
Gilliam			<u>Area 2</u>		
Grant				14.36	2.74
Morrow			(Add \$0.50 to base rate if working at over 35 feet of free fall in height)		
<u>Area 2(cont)</u>			<u>Area 1</u>		
Umatilla			<u>Area 2</u>		
Coos			All Counties		
Curry			except Malheur		
Lincoln			<u>HIGHWAY AND PARKING STRIPERS</u>		
Douglas (a)					
Lane (a)					
<u>Area 3</u>					
<u>Area 4</u>					
Benton					
Crook					
Deschutes					
Jefferson					
Lane (b)					
Linn					
Marion					
Polk					
Yamhill(c)					
<u>Area 5</u>					
Clackamas					
Clatsop					
Columbia					
Hood River					
Multnomah					
Sherman					
Tillamook					
Wasco					
Washington					
Yamhill (d)					
<u>Area 6</u>					
Harney					
Jackson					
Josephine					
Klamath					
Lake					
Douglas (b)					
<u>Area 1</u>					
Malheur					
<u>Area 2</u>					
Baker					
Gilliam					
Grant					
Morrow					
<u>Area 2(cont)</u>					
Umatilla					
Coos					
Curry					
Lincoln					
Douglas (a)					
Lane (a)					
<u>Area 3</u>					
<u>Area 4</u>					
Benton					
Crook					
Deschutes					
Jefferson					
Lane (b)					
Linn					
Marion					
Polk					
Yamhill(c)					
<u>Area 5</u>					
Clackamas					
Clatsop					
Columbia					
Hood River					
Multnomah					
Sherman					
Tillamook					
Wasco					
Washington					
Yamhill (d)					
<u>Area 6</u>					
Harney					
Jackson					
Josephine					
Klamath					
Lake					
Douglas (b)					
<u>Area 1</u>					
Malheur					
<u>Area 2</u>					
Baker					
Gilliam					
Grant					
Morrow					
<u>Area 2(cont)</u>					
Umatilla					
Coos					
Curry					
Lincoln					
Douglas (a)					
Lane (a)					
<u>Area 3</u>					
<u>Area 4</u>					
Benton					
Crook					
Deschutes					
Jefferson					
Lane (b)					
Linn					
Marion					
Polk					
Yamhill(c)					
<u>Area 5</u>					
Clackamas					
Clatsop					
Columbia					
Hood River					
Multnomah					
Sherman					
Tillamook					
Wasco					
Washington					
Yamhill (d)					
<u>Area 6</u>					
Harney					
Jackson					
Josephine					
Klamath					
Lake					
Douglas (b)					
<u>Area 1</u>					
Malheur					
<u>Area 2</u>					
Baker					
Gilliam					
Grant					
Morrow					
<u>Area 2(cont)</u>					
Umatilla					
Coos					
Curry					
Lincoln					
Douglas (a)					
Lane (a)					
<u>Area 3</u>					
<u>Area 4</u>					
Benton					
Crook					
Deschutes					
Jefferson					
Lane (b)					
Linn					
Marion					
Polk					
Yamhill(c)					
<u>Area 5</u>					
Clackamas					
Clatsop					
Columbia					
Hood River					
Multnomah					
Sherman					
Tillamook					
Wasco					
Washington					
Yamhill (d)					
<u>Area 6</u>					
Harney					
Jackson					
Josephine					
Klamath					
Lake					
Douglas (b)					
<u>Area 1</u>					
Malheur					
<u>Area 2</u>					
Baker					
Gilliam					
Grant					
Morrow					
<u>Area 2(cont)</u>					
Umatilla					
Coos					
Curry					
Lincoln					
Douglas (a)					
Lane (a)					
<u>Area 3</u>					
<u>Area 4</u>					
Benton					
Crook					
Deschutes					
Jefferson					
Lane (b)					
Linn					
Marion					
Polk					
Yamhill(c)					

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

Zone 1 (Base Rate):

o Group 1	14.62	5.12
o Group 2	14.97	5.12
o Group 3	15.27	5.12
o Group 4	15.52	5.12
o Group 5	13.03	5.12
o Group 6	9.78	5.12

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 229-6655.

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	

Group 1

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

LABORERS Group 1(continued)

Demolition, wrecking and moving ***	Skipman
Driller Tender	Slopers
Dry-shack Man	Sprayman
Dumpers, road oiling	Stake Chaser
crew	Stockpiler
Dumpmen for grading	Timber Faller/Bucker
crew	(Hand Labor)
Elevator Feeders	Toolroom Man (Job site)
Fine Graders	Tunnel Bull Gang
Fire Watch	(Above Ground)
Form Strippers (b)	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, Loading Spotters or 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)	Gunit or Pot Tender
Brush Cutters (b)	Handlers/Mixers (f)
Burners	Post Hole Digger, Air,
Choker Splicer	gas or electric
Clary Power Spreader(c)	Power Tool Operators (g)
Clean up Nozzleman-	Sand Blasting (wet)
Green Cutter (d)	Stake Setter
Concrete Power Buggyman	Tampers
Crusher Feeder	Tunnel Muckers/Brakeman/
Demolition/Wrecking (e)	Concrete Crew/Bull
Grade Checker	Gang (underground)
Granite Nozzleman	
Tender	

- 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, Vibrators (less than 4" diameter)

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

Group 3

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

- a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types
- b) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping
- c) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.
- d) Bucking and falling
- e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks

Group 4

Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam

Tunnel Miners

Tunnel Powderman

Group 5

Flagger

Group 6

Fence Builder Landscaping or planting laborer

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	16.24	4.92
Area 2	16.24	4.92
Area 3	11.13	2.37
Area 4	11.43	2.53
Area 5	12.47	2.56
Area 6	11.27	2.70
Area 7	11.65	2.08
Area 8	11.10	2.57
Area 9	16.24	4.92
Area 10	11.57	1.88
Area 11	12.56	1.96
Area 12	15.07	1.99
Area 13	12.73	2.41
Area 14	12.43	2.17

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
Area 12	Gilliam, Grant, Morrow, Umatilla, Wheeler
Area 13	Baker, Union, Wallowa
Area 14	Harney, Malheur

LINE CONSTRUCTION

Area 1

o Group 1	21.68	5.26
o Group 2	19.59	5.19
o Group 3	16.12	4.06
o Group 4	16.89	4.09
o Group 5	14.78	4.01
o Group 6	13.90	3.99

Area 2:

o Cable Splicers	19.41	3.52
o Journeyman Lineman	17.65	3.46
o Line Equip. Mech. (Right-of-way)	15.89	3.39
o Line Equip. Oper.	15.89	3.39
o Groundman	11.92	3.23

TRADES

BASIC
HOURLY RATE FRINGE
BENEFITS

TRADES

BASIC
HOURLY RATE FRINGE
BENEFITSLINE CONSTRUCTION(continued)Area 1

All counties except Malheur County

Group 1Group 2

Cable Splicers

Certified Lineman Welder

Leadman Pole Sprayer

Heavy Line Equipment Man

Lineman

Pole Sprayer

Group 3Group 4

Tree Trimmer

Line Equipment Man

Group 5Group 6

Head Groundman

Groundman

Jackhammer Man

Powderman

Area 2

Malheur County

MARBLE SETTERS (Includes Granite)Area 1

20.78

4.75

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

a) North half

PAINTERS & DRYWALL TAPERSArea 1

o Painters & Drywall Tapers

13.15

2.26

Area 2

o Brush

15.50

2.18

o Spray, sandblasting, other

pressure blasting over 3000 psi,
and steam cleaning.

16.00

2.18

o Drywall Tapers

20.15

3.30

Area 1

Malheur County

Area 2

Remaining Counties

PLASTERERSArea 1

o Nozzleman

20.28

4.02

o Swinging scaffold

19.78

4.02

o all other work

19.28

4.02

Area 2

o Nozzleman

20.78

4.06

o Swinging scaffold

19.78

4.06

o all other work

19.28

4.06

Area 1Area 1(cont)Area 1(cont)Area 2

Benton

Deschutes

Lincoln (b)

All

Coos

Harney

Linn (b)

remaining

Crook

Jefferson

Wasco (b)

counties

Curry

Klamath (a)

Wheeler (b)

Douglas

Lane

a) Northern one-third

b) South half

PLUMBERS & STEAMFITTERS/PIPEFITTERSArea 1 (Both)

20.23

5.15

Area 2 (Both)

22.35

5.65

Area 3 (Both)

20.40

5.10

Area 1Area 2Area 3

Baker

Grant (b)

All remaining counties

Harney (a)

Morrow

Malheur

Umatilla

Wallowa

Union

a) Except Northwest Portion

b) Except Southwest Corner

POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate):

o Group 1	19.60	5.67
o Group 2	19.25	5.67
o Group 3	18.65	5.67
o Group 4	18.25	5.67
o Group 5	17.75	5.67
o Group 6	17.05	5.67

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 229-6655.

ZONE RATES AND DESCRIPTIONS

(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	PortOrford
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	

POWER EQUIPMENT OPERATORS (continued)

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)

CLEARING

- 4 Log Skidder Operator
- 4 Chipper Operator
- 4 Incinerator Operator
- 4 Stump Splitter Operator

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

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
- 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

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

CONCRETE (continued)

- 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 Cerry Picker or similar type crane-hoist, 5 ton capacity or less
- 4 Crane Operator, under 25 ton (except for rough terrain)
- 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
- 2 Cableway Operator, 25 tons and over
- 4 Crane Operator, over 25 tons and including 40 tons
- 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
- 2 Crane Operator, over 40 tons and including 20 tons
- 1 Crane Operator, over 200 tons
- 2 Tower Crane Operator
- 2 Whirley Operator, up to and including 150 tons
- 1 Whirley Operator, over 150 tons
- 1 Helicopter Operators, when used in erecting work
- 5 Hydraulic Boom Truck Operator, Pittman

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>CRUSHER</u>			<u>GUARDRAIL EQUIPMENT</u>		
6			6		
6			6		
4			6		
4			4		
4			6		
4			4		
4			4		
<u>DRILLING</u>			<u>HAZARDOUS WASTE REMOVAL</u>		
6			5		
6			4		
5			3		
4			<u>HEATING PLANT</u>		
4			6		
4			4		
4			<u>HYDRAULIC HOES</u>		
4			5		
4			4		
4			<u>LOADERS</u>		
4			6		
4			5		
4			5		
4			4		
4			4		
4			4		
4			4		
2			4		
2			4		
1			4		
<u>FORK LIFT</u>			4		
6			4		
6			4		
6			4		
5			3		
5			<u>OILERS</u>		
3			6		
<u>GENERATORS</u>			6		
4			6		
4			6		
			6		
			6		

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

OILERS(continued)

- 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)
- 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

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

REPAIRMEN, Heavy Duty

- 6 Parts Man (Tool Room)
- 6 H.D. Repairman Tender
- 6 Welder's Tender
- 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

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)

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

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

SWEEPERS

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

TRACTOR - RUBBER TIRED

- 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

WELDING MACHINES

- 6 Welding Machine Operator

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

UNDERWATER EQUIPMENT

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

ROOFERS

Area 1:

- o Roofers 17.14 4.30
- o Handling coal tar pitch 18.85 4.30

Area 2:

- o Roofers 15.79 4.48
- (Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)

Area 3:

- o Roofers 13.84 2.50
- (Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)

Area 4:

- o Roofers 15.75 3.85
- (Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)

Area 5:

- o Roofers 16.65 3.85
- (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 18.55 5.63

(Add \$0.75 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)

Area 2 17.41 4.28

(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 19.75 5.07

(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 17.14 3.99

Area 1

Benton	Gilliam	Linn	Tillamook
Clackamas	Grant	Marion	Wasco
Clatsop	Harney	Multnomah	Washington
Columbia	Hood River	Polk	Wheeler
Crook	Jefferson	Sherman	Yamhill
Deschutes	Lincoln		

Area 2 Area 3 Area 4 Area 4 (cont)

Baker	Morrow	Coos	Josephine
Malheur	Umatilla	Curry	Klamath
	Union	Douglas	Lake
	Wallowa	Jackson	Lane

SOFT FLOOR LAYERS

Area 1 16.26 4.00 + a

Area 2 13.66 1.19

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

SOFT FLOOR LAYERS(continued)

Area 1 - All counties except Malheur County

Area 2 - Malheur County

SPRINKLER FITTERS 20.90 5.33

TENDERS TO MASON TRADES

o Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.

15.99 4.12

(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 15.50 4.12

TILE SETTERS

Area 1 18.10 4.20

(Add \$.50 to base rate if safety belt required by State safety regulations or work involves epoxy, furnane, alkor, acetylene, black grouting and/or steam cleaning.)

Area 2 18.00 4.37

(Add \$.24 to base rate if safety belt required by State safety regulations; \$.20 if work involves epoxy, furnane, alkor, acetylene, black grouting, and/or steam cleaning.)

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		FRINGE	TRADES	BASIC		FRINGE
	HOURLY	RATE			HOURLY	RATE	

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.

Area 1 13.92 2.85

- o (Add \$0.75 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	

a) North half

TRUCK DRIVERS

Zone 1 (Base Rate):

o Group 1	16.73	5.50
o Group 2	16.85	5.50
o Group 3	16.98	5.50
o Group 4	17.23	5.50
o Group 5	17.45	5.50
o Group 6	17.60	5.50
o Group 7	17.80	5.50

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 229-6655.

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.

TRUCK DRIVERS (continued)

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES
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BASIC HOURLY RATE	FRINGE BENEFITS
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TRUCK DRIVERS (Continued)

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

Tireman, full-time basis. 1

Truck Helper. 1

Truck Mechanic--Welder--Body Repairman . . . 3

Truck Mechanic Helper 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.

NAME OF CONTRACTOR						OR SUBCONTRACTOR						ADDRESS							
Phone: ()																			
FOR WEEK ENDING		CONTRACTING AGENCY						PROJECT AND LOCATION						PROJECT OR CONTRACT NO.				DATE CONTRACT SPECIFICATIONS FIRST ADVERTISED FOR BID	
Phone ()																			
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) W/H EX- EMP- TIONS	(3) WORK CLASSIFICATION (include group number if applicable)	OT or ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGE PAID FOR WEEK
														FICA	FEDERAL WITH- HOLDING TAX	STATE WITH- HOLDING TAX	OTHER	TOTAL DEDUC- TIONS	
				HOURS WORKED EACH DAY															
			O																
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CERTIFIED STATEMENT

I _____, _____
(Name of signatory party) (Title)

do hereby state:

(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 below:

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

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

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS:

In addition to the basic hourly wage rates paid to each worker listed in the above referenced
payroll, payments of fringe benefits as listed in the contract have been or will be made to appro-
priate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH:

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

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

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

NAME AND TITLE

SIGNATURE

☐ Contractor

☐ Subcontractor

☐ Surety

File this form with the contracting agency and send a true copy to the Bureau of Labor and Industries,
Wage and Hour Division, P.O. Box 800, Portland, OR 97207-0800.

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL AND CERTIFIED STATEMENT FORM, WH-38

(Rev 6/91)

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

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

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

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

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

Column 5 - Total: Self-explanatory.

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

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

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR 09-2010

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, P.O. Box 800, Portland, Oregon 97207-0800.

CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

(Name of State or Local Government Agency)

DEPARTMENT: _____
 PROPOSED YEAR: _____
 PROJECT DESCRIPTION: _____

PROJECT NAME: _____

FUND: _____
 PROJECT NUMBER: _____

Rough Quantity Estimate	Units	Work Class Description	Agency Force Estimate		Agency Contract Estimate	
			Unit Cost	Total Cost	Unit Cost	Total Cost
	</					

NOTICE OF AWARD OF PUBLIC WORKS CONTRACTS
(For use by Public agency in Complying with ORS 279.363)

1. PRIME CONTRACTOR

Name _____

Address _____

City, State, Zip _____

Phone Number _____

2. CONTRACTING AGENCY

Name _____

Address _____

City, State, Zip _____

Phone Number _____

Submit this completed notice to:
Wage and Hour Division,
Prevailing Wage Section,
P.O. Box 800
Portland, Oregon 97207-0800

3. CONTRACT INFORMATION

A. Contract Name and Number: _____

B. Location of Work: _____

C. County: _____

D. Amount of the Award: \$ _____

E. Source of Funds: (i.e. 100% Federal Funds; 50/50
Federal, State; 100% local)

F. Date Contract Awarded: _____

G. Date Contract Specifications Advertised for Bid:

FORM WH-81 (Rev. 1/91)

NOTICE OF AWARD OF PUBLIC WORKS CONTRACTS
(For use by Public agency in Complying with ORS 279.363)

1. PRIME CONTRACTOR

Name ZAK CONSTRUCTION COMPANY

Address 1234 N.W. Camille Street

City, State, Zip Alexandra, OR 97201

Phone Number (503) 122-4567

2. CONTRACTING AGENCY

Name LOPEZ IRRIGATION DISTRICT

Address 1234 N.W. Shannon Court

City, State, Zip Jamestown, OR 97201

Phone Number (503) 987-6543

Submit this completed notice to:
Wage and Hour Division,
Prevailing Wage Section,
P.O. Box 800
Portland, Oregon 97207-0800

3. CONTRACT INFORMATION

A. Contract Name and Number: _____

Dam Repair 100-H

B. Location of Work: Becca, Oregon

C. County: Malheur

D. Amount of the Award: \$ 25,000

E. Source of Funds: (i.e. 100% Federal Funds; 50/50
Federal, State; 100% local)

100% State

F. Date Contract Awarded: July 16, 1991

G. Date Contract Specifications Advertised for Bid:

July 2, 1991

FORM WH-81 (Rev. 1/91)

BUREAU OF LABOR AND INDUSTRIES
P.O. BOX 800
PORTLAND, OREGON 97207-0800

ADDRESS CORRECTION REQUESTED

BULKRATE

U.S. Postage
PAID
Portland, Oregon

Permit No. 0701

City of Newberg
Attn: Department of Public Works
414 E. 1st Street
Newberg, OR 97132

1992 ASPHALT OVERLAY PROJECT

-
PROJECT MAP

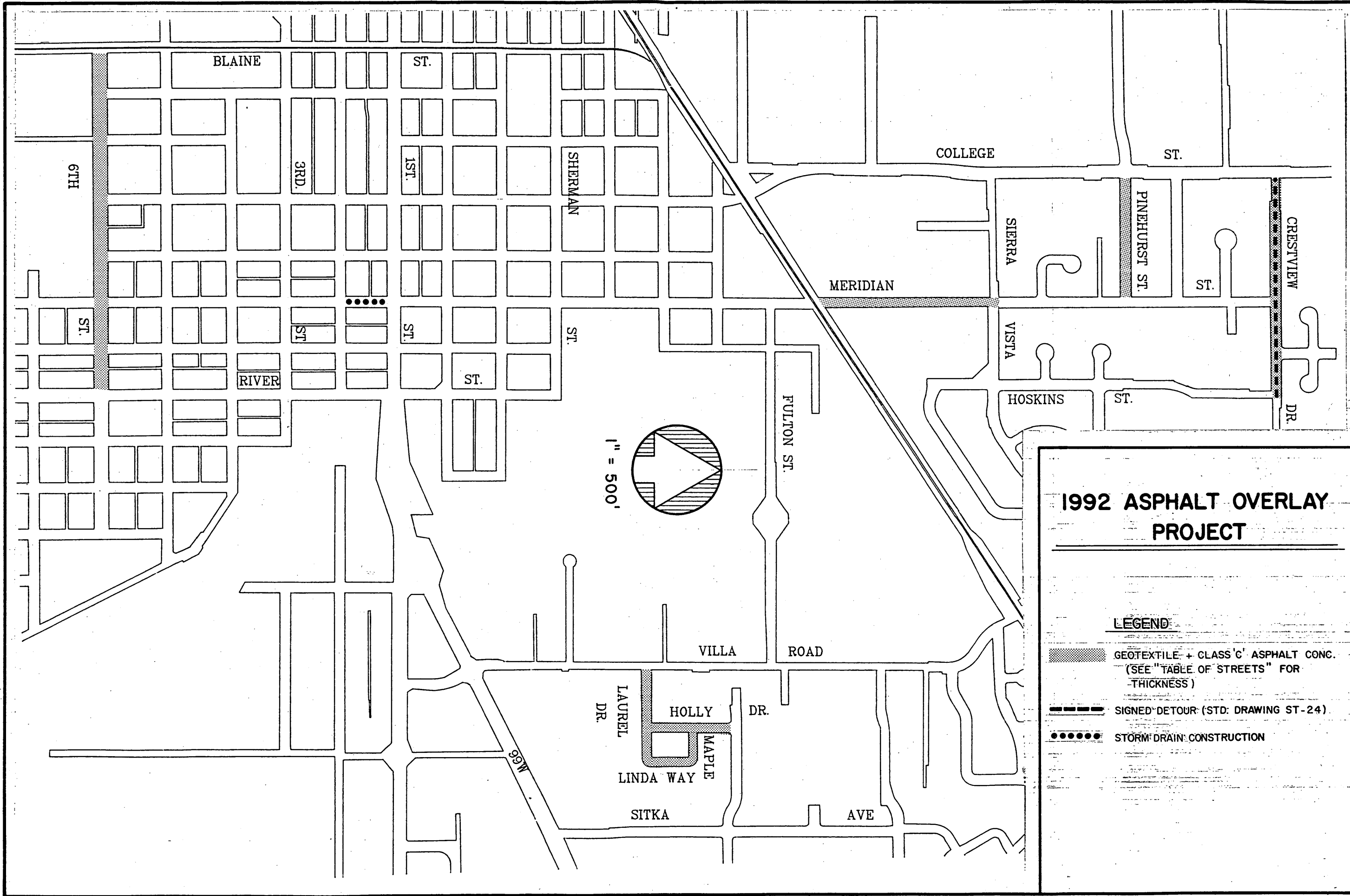
-
TABLE OF STREETS

-
TABLE OF PAVEMENT PLANING

-
STRAIGHT LINE CHARTS

-
STANDARD DRAWINGS

CITY OF NEWBERG, OREGON



1992 ASPHALT OVERLAY PROJECT

LEGEND

-  GEOTEXTILE + CLASS 'C' ASPHALT CONC. (SEE "TABLE OF STREETS" FOR THICKNESS)
-  SIGNED DETOUR (STD. DRAWING ST-24)
-  STORM DRAIN CONSTRUCTION

1992 ASPHALT OVERLAY PROJECT
Table of Streets

STREET	LOCATION	STREET CLASS.	OVERLAY (IN)	FABRIC WIDTH (FT)	LENGTH (FT)	PAVEMENT WIDTH (FT)	PAVEMENT AREA (SY)
Sixth	Blaine to River	Local	2.5	24/20	1,920	46/28	8,400
Crestview	College to Hoskins	Collector	3	24	1,240	32	4,400
Meridian	Railroad to Sierra Vista	Local	2	24	1,000	32	3,600
Meridian	1st to 2nd	Local	Storm Drain				
Holly	Entire Street	Local	2	20	480	28	1,500
Laurel	Entire Street	Local	2	20	520	28	1,600
Pinehurst	College to Meridian	Local	2	24	680	32	2,400
Linda	Entire Street	Local	1.5	20	250	28	800
Maple	Entire Street	Local	1.5	20	180	28	600
					<u>6,270</u>		<u>23,300</u>

1992 ASPHALT OVERLAY PROJECT
Table of Pavement Planing.

STREET	LIMITS	SIDE OF STREET	LENGTH (LF)	AREA (SY)
3rd	Railroad to Main	Both	2,760	1,800
6th	College to Edwards	North	240	150
College	5th to 6th	Both	200	150
Main	2nd to 4th	West	200	150
Edwards	1st to 2nd	Both	500	350
Meridian	1st to 2nd	Both	500	350
First	College to Center	South	200	150
Meridian	At Railroad Crossing		---	100
			4,600	3,200

1992 ASPHALT OVERLAY PROJECT

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

Street: 6th Street

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
0 + 00			Centerline of Blaine Street
0 + 10	0		Manhole
2 + 58		8	Manhole
2 + 60			Centerline of Howard Street
5 + 16		8	Manhole
5 + 19			Centerline of School Street
8 + 40		7	Manhole
8 + 50			Centerline monument at College Street
9 + 20		17	Water valve
9 + 21		19	Water valve
11 + 59		7	Manhole
11 + 67			Centerline of Edwards Street
11 + 81		17	Water valve
11 + 82		18	Water valve
12 + 50		18	Water valve
12 + 52		19	Water valve
14 + 19		6	Manhole
14 + 28	0		Centerline monument box at Meridian Street
16 + 36		7	Manhole
16 + 38	0		Centerline monument box at Center Street
19 + 47	0		Centerline monument box at River Street

1992 ASPHALT OVERLAY PROJECT

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

Street: Crestview Drive

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
0 + 84	0		Manhole
1 + 00	2		0.75" I.P. on East R/W of College Street
4 + 33	0		Manhole
7 + 34	23		Manhole
7 + 48	13		Telephone manhole
7 + 83	24		Manhole
7 + 95	0		Manhole
7 + 98	3		1" I.P. at centerline of Meridian Street
10 + 61		11	Water valve
10 + 77		3	Manhole
10 + 81			Centerline of Center Street
10 + 95	20		Manhole
12 + 2		3	Manhole
13 + 8			1" I.P. at centerline of Hoskins Street
13 + 5	1		Monument
13 + 26		13	Water valve
13 + 27		14	Water valve.
13 + 32		17	Manhole

1992 ASPHALT OVERLAY PROJECT

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

Street: Meridian Street

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
0 + 00			South curb line, First Street.
0 + 16	15		Water valve
1 + 10		7.5	Sewer Manhole
2 + 50			North curb line, Second Street
=====			
1 + 00			North rail of S.P. Railroad Tracks
1 + 16		10	Storm drain manhole
1 + 86	2		Manhole
3 + 26		12	Manhole
3 + 40	0		Manhole
5 + 08		1	Manhole
7 + 82		1	Manhole
7 + 97		11	Manhole
10 + 58			Centerline of Sierra Vista
10 + 59	0		Manhole
10 + 69	12		Manhole
10 + 74		6	Telephone manhole
10 + 79		20	water valve
10 + 79		26	water valve
10 + 81		23	water valve

1992 ASPHALT OVERLAY PROJECT

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

Street: Holly Drive

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
10 + 00			Curb line, South side of Laurel Drive
12 + 77	1		Manhole

1992 ASPHALT OVERLAY PROJECT

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

Street: Laurel Drive

OFFSET (ft)

STA.	LEFT	RIGHT	DESCRIPTION
0 + 00			West curb line of Villa Road
0 + 18	0		Manhole
0 + 31	10		Manhole
3 + 51	10		Manhole
3 + 56		12	Water valve
3 + 60	0		Manhole
5 + 54	1		Manhole

1992 ASPHALT OVERLAY PROJECT

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

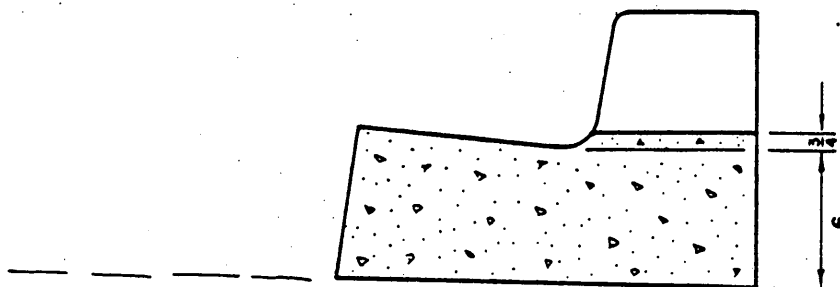
Street: Pinehurst Street

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
0 + 00			Centerline monument box at College
0 + 15	0		Manhole
0 + 25		15	Water valve
0 + 29	16		Manhole
3 + 72	0		Manhole
4 + 48		16	Water valve

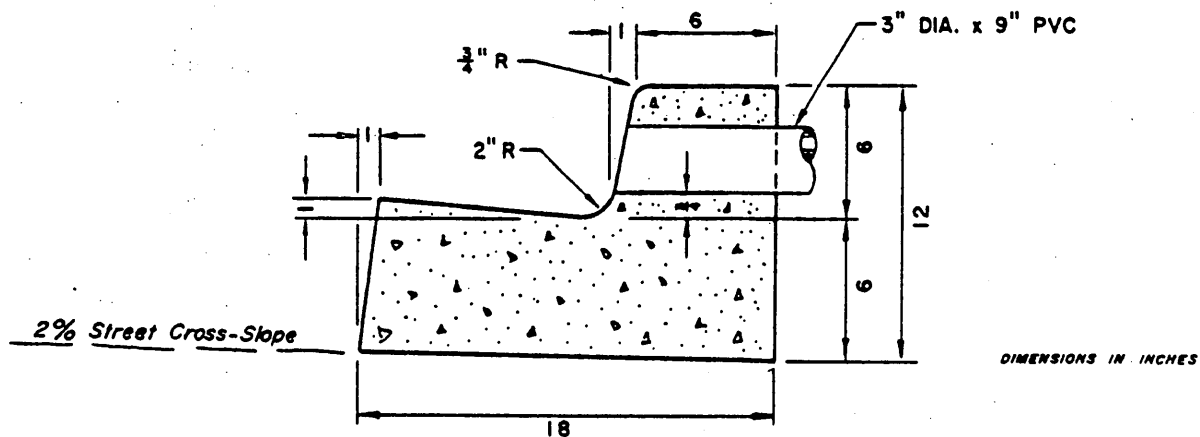
1992 ASPHALT OVERLAY PROJECT
S T R A I G H T L I N E C H A R T

Street: Maple Street

STA.	OFFSET (ft)		DESCRIPTION
	LEFT	RIGHT	
0 + 00			Curb line, West side of Holly Drive
1 + 80	16		Water valve
2 + 05			Manhole



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 $\frac{3}{8}$ " x $1\frac{1}{4}$ " 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

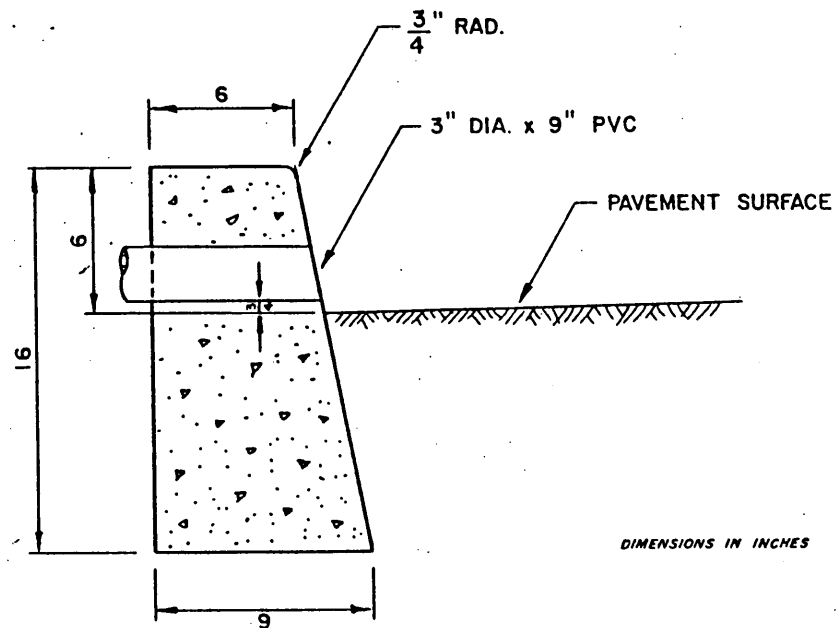
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO.

ST-4

REVISIONS



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. This type curb shall be used only in special locations where it is compatible with the existing facility.
Curb and Gutter, Std. Drawing ST-4, shall be used for all new construction.
4. Apply curing compound (petroleum base) to fresh concrete to retain moisture.

STRAIGHT CURB

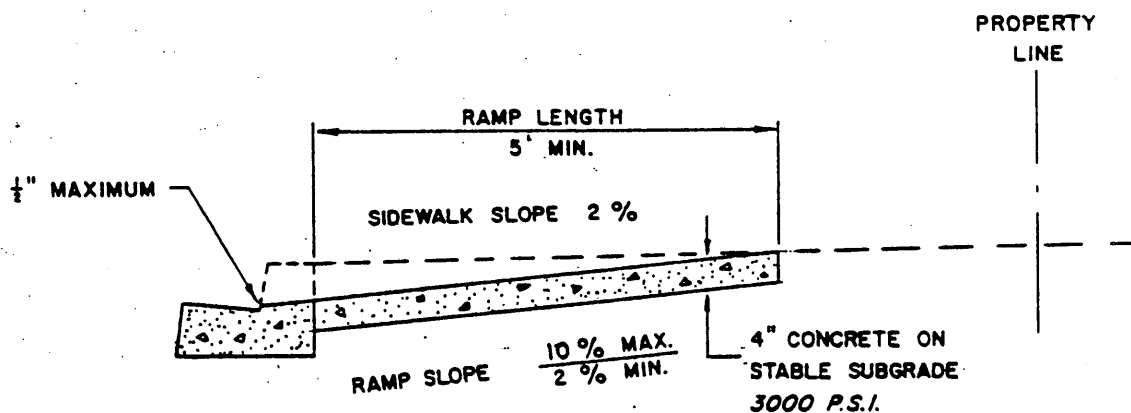
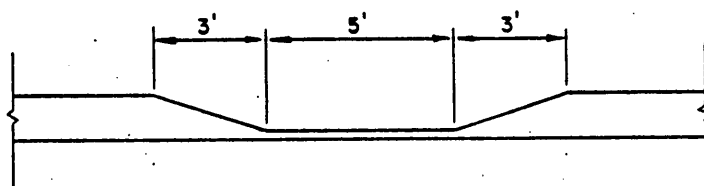
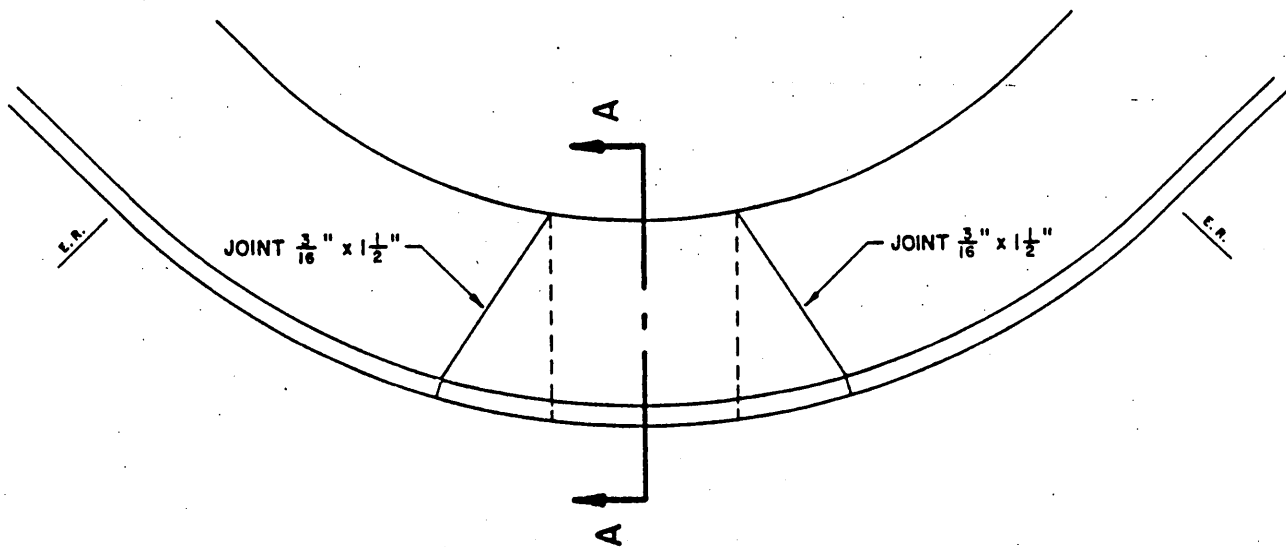
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO. ST-5

REVISIONS





SECTION A-A

CURB RAMP

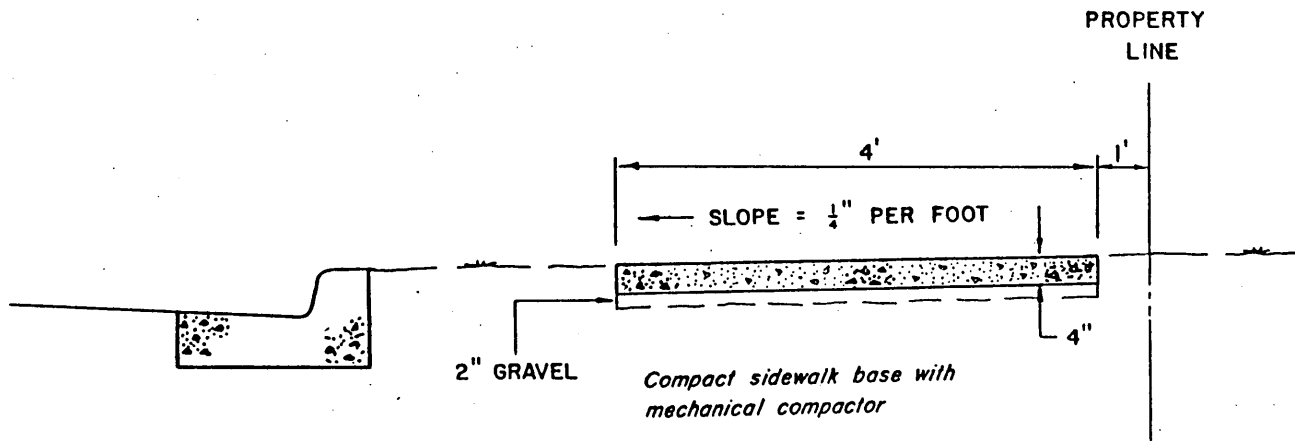
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO.

ST-7

REVISIONS



NOTES

1. Frontage from property line to curb shall slope to the street at indicated slope.
2. Work aggregate down into mix prior to finishing concrete.
3. Finishing details —
 Edge concrete with a 3" edging trowel.
 Score concrete at 4' intervals.
 Install $\frac{3}{16}$ " x $1\frac{1}{2}$ " contraction joints 12' apart (every 3 "squares"). 
 Expansion joints shall not be used.
 Apply a light broom finish transverse to sidewalk.
4. Concrete shall obtain strength of 3000 P.S.I. at 28 days.
5. Apply curing compound (petroleum base) to fresh concrete to retain moisture.
6. Tolerances —
 Surface shall not vary more than $\frac{1}{4}$ " from a 10' straightedge.
 Alignment shall be within $\frac{1}{4}$ " of true line.

SIDEWALK - TYPE 'A'

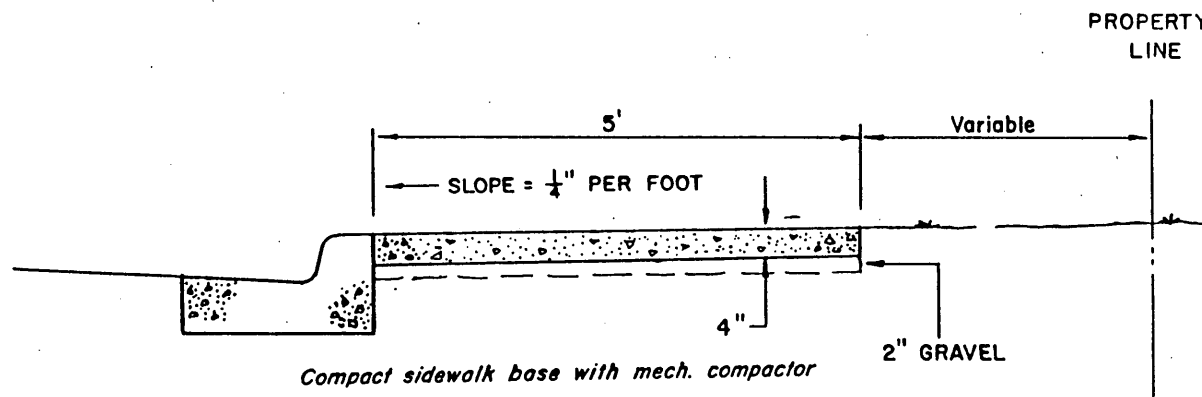
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD DRAWING NO. ST-8

REVISIONS





NOTES

1. Frontage from property line to curb shall slope to the street at indicated slope.
2. Work aggregate down into mix prior to finishing concrete.
3. Finishing details —
 Edge concrete with a 3" edging trowel.
 Score concrete at 5' intervals.
 Install $\frac{3}{16}$ " x $1\frac{1}{2}$ " contraction joints 10' apart (every 2 "squares"). 
 Expansion joints shall not be used.
 Apply a light broom finish transverse to sidewalk.
4. Concrete shall obtain strength of 3000 P.S.I. at 28 days.
5. Apply curing compound (petroleum base) to fresh concrete to retain moisture.
6. Tolerances —
 Surface shall not vary more than $\frac{1}{4}$ " from a 10' straightedge.
 Alignment shall be within $\frac{1}{4}$ " of true line.

SIDEWALK-TYPE 'B'

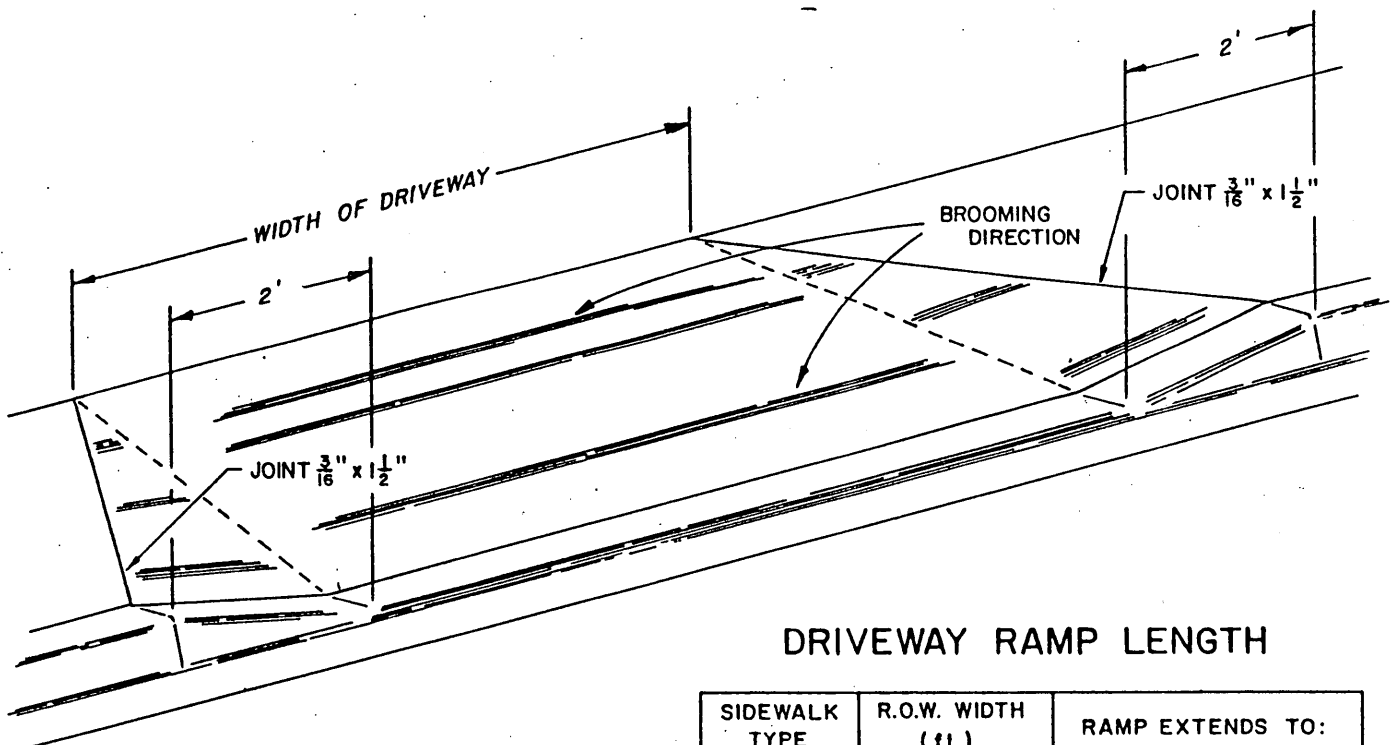
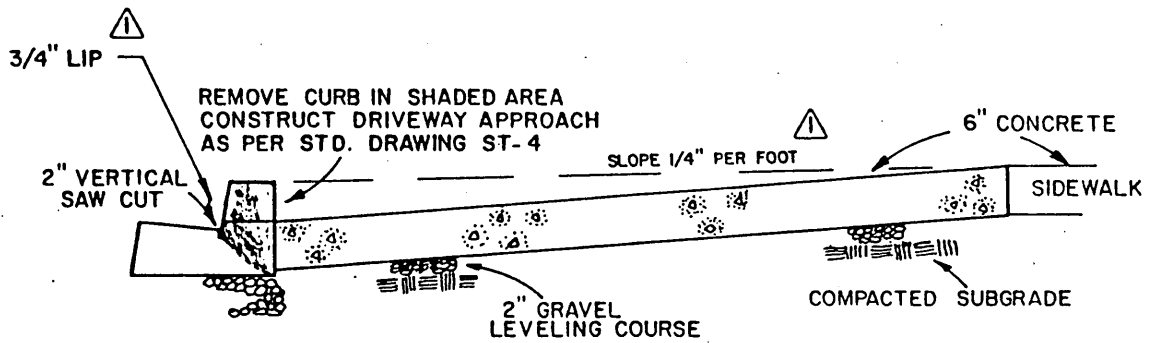
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO. ST-9

REVISIONS





DRIVEWAY RAMP LENGTH

SIDEWALK TYPE	R.O.W. WIDTH (ft.)	RAMP EXTENDS TO:
A	50	Back of Sidewalk
A	60	Front of Sidewalk
B	50	Back of Sidewalk
B	60	Back of Sidewalk

NOTES

- Concrete shall have strength of 3000 P.S.I. at 28 days.
- Limits of driveway approach shall be saw-cut.
- Finish with broom. Edge all joints.
- Curb and approach shall be poured monolithic.
- If width is greater than 15 ft, install $\frac{3}{16}$ " x $1\frac{1}{2}$ " contraction joint down the center of the driveway.
- Expansion joints shall not be used.
- Work aggregate down into mix prior to finishing concrete.
- Apply curing compound (petroleum base) to fresh concrete to retain moisture.

DRIVEWAY APRON and CURB CUT

ENGINEERING DEPT.

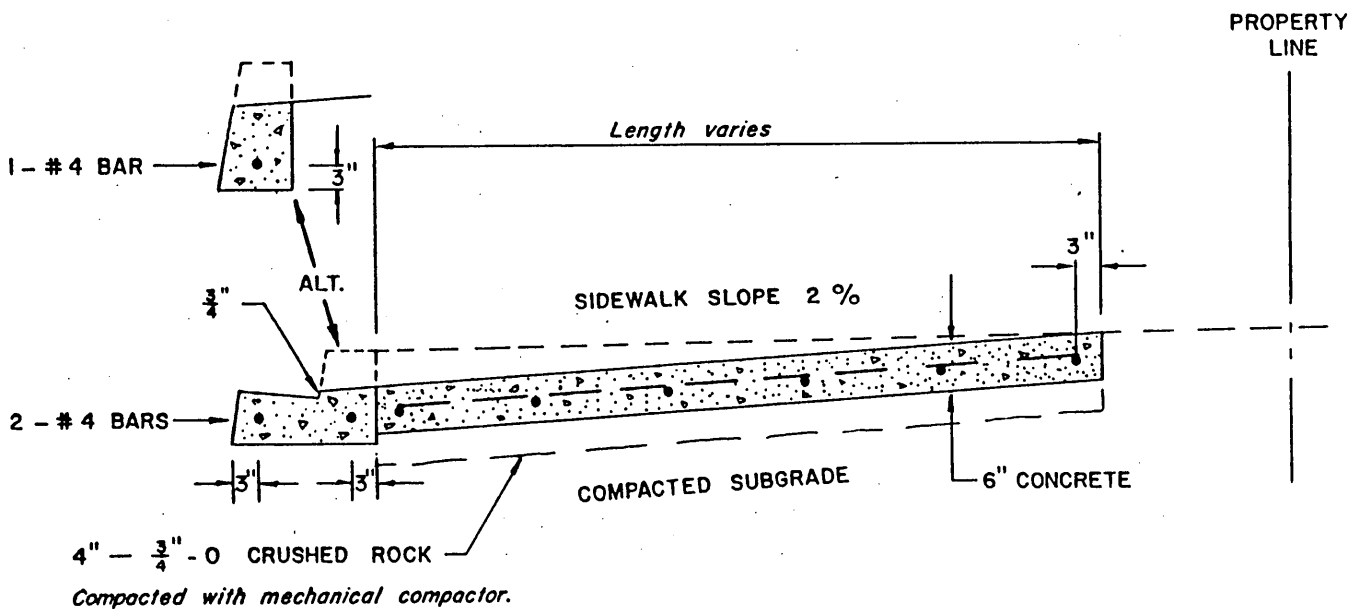
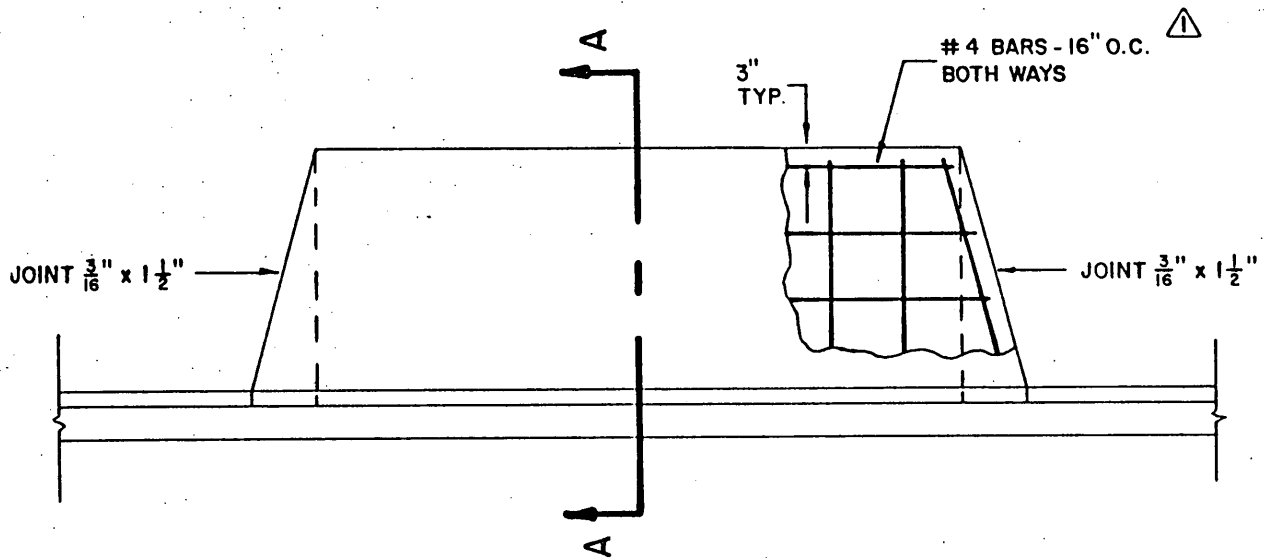
CITY of NEWBERG

STANDARD
DRAWING NO.

ST-13

REVISIONS





SECTION A-A

NOTES

1. See Std. Drawing ST-13 for additional details.
2. Re-bar may be deleted by City Engineer for light-duty commercial driveway.
3. Sidewalk through Commercial Driveway shall be constructed to this standard.

COMMERCIAL DRIVEWAY

ENGINEERING DEPT.

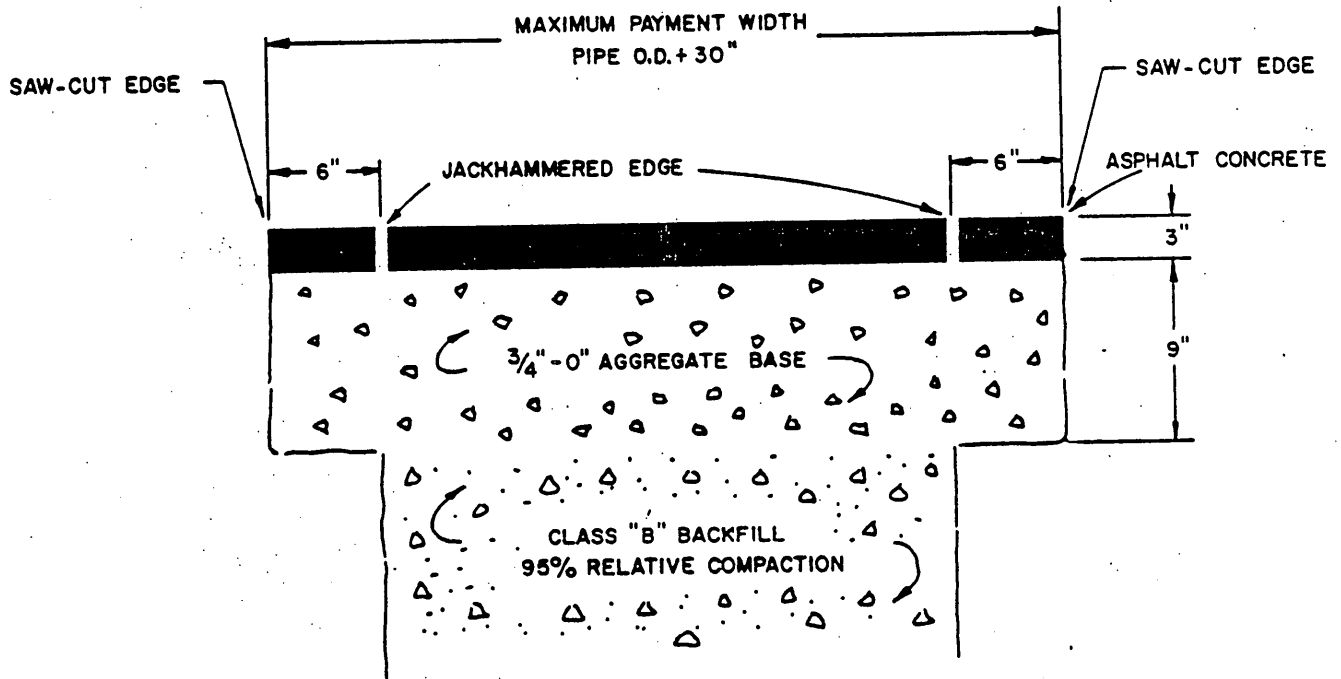
CITY of NEWBERG

STANDARD
DRAWING NO.

ST-14

REVISIONS





NOTES

1. Sawcut asphalt to neat straight lines.
2. Asphalt — Class 'C' mix placed in 2 lifts.
3. Oil and sand all joints.
4. Actual payment width to be determined at site prior to paving.

TRENCH PAVING

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO.

ST-15

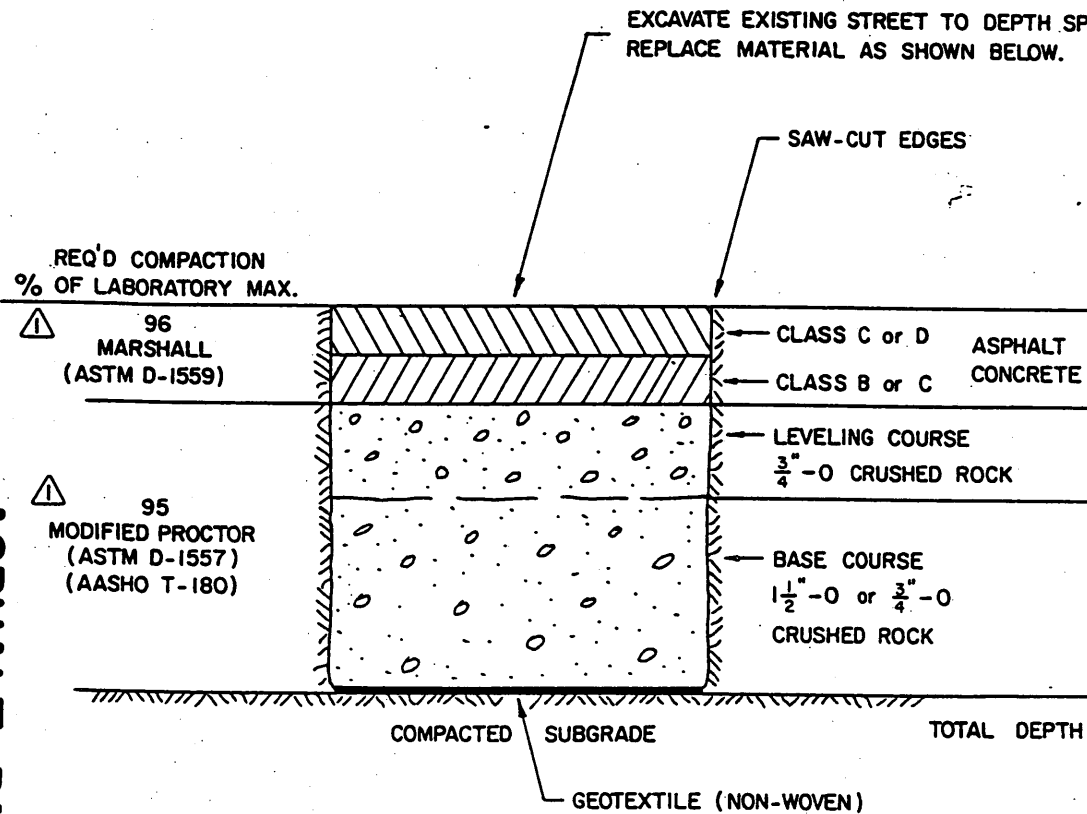
REVISIONS

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO. ST-23REVISIONS
△

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"	

GEOTEXTILE SPECIFICATIONS

PROPERTY	TEST	MIN. VALUE
TENSILE STRENGTH, lbs	ASTM D-4632	120
ELONGATION, WET %	ASTM D-4632	40
COEFFICIENT OF WATER PERMEABILITY, cm/sec	ASTM D-4491	0.10
PUNCTURE STRENGTH, lbs	ASTM D-4833	80
MULLEN BURST STRENGTH, psi	ASTM D-3786	250

△

△

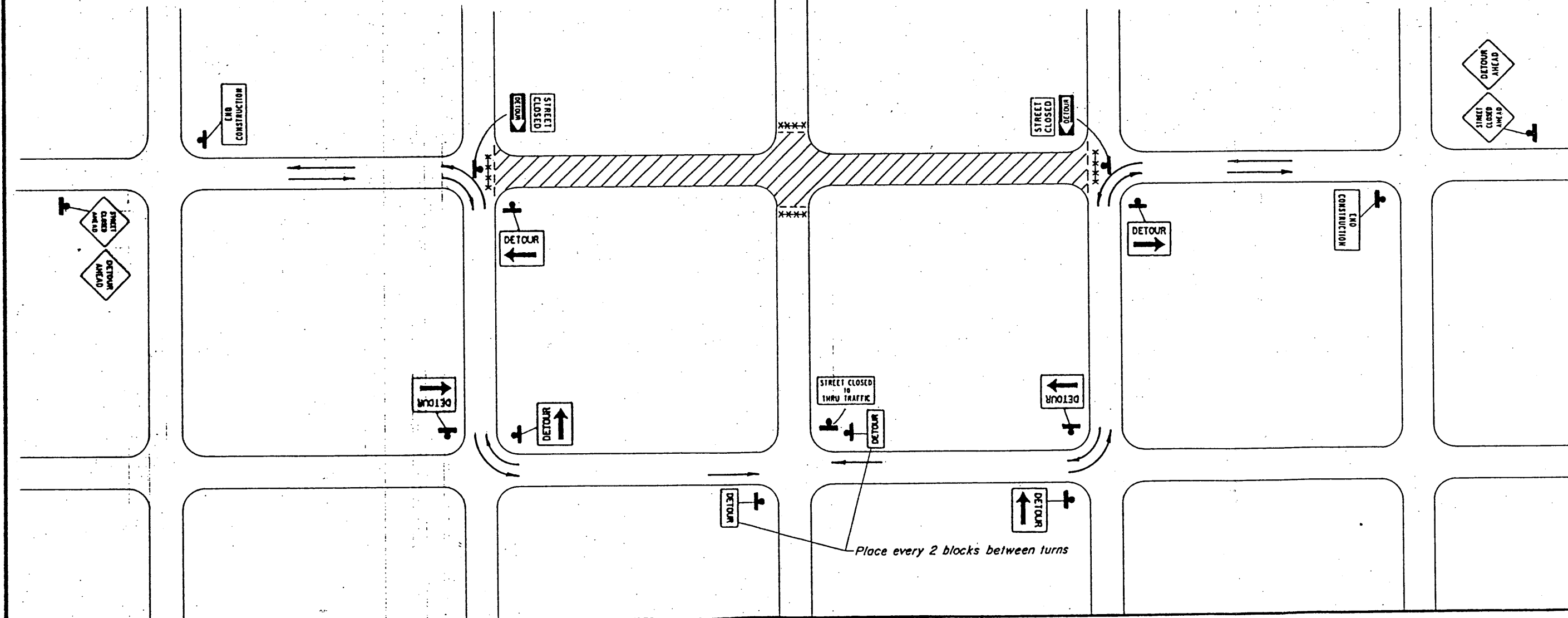
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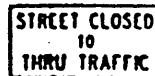
LEGEND

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

NOTES

- 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

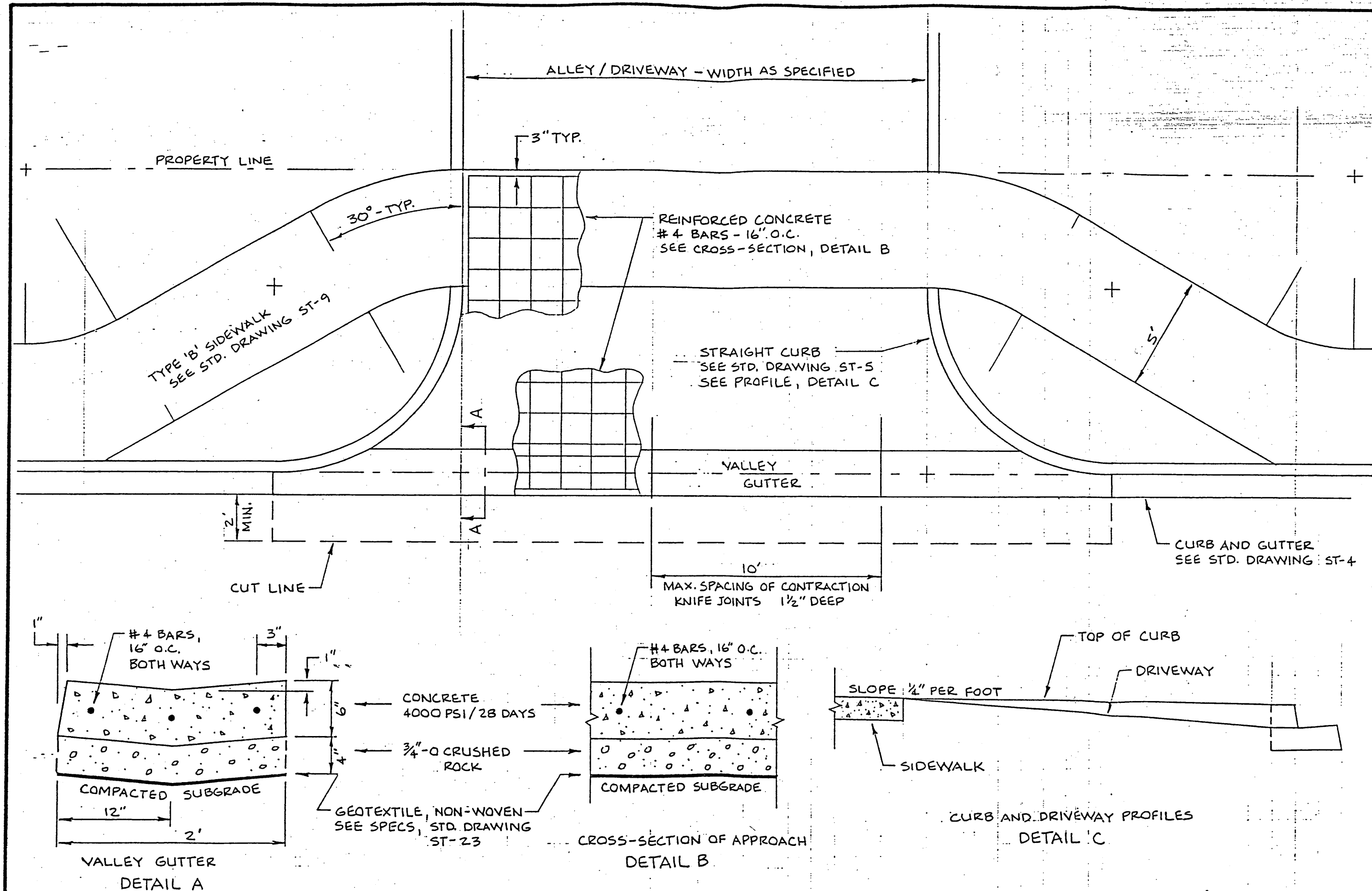
SIGNING PLAN FOR STREET CLOSURE (DETOUR)

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD DRAWING NO. ST-24

REVISIONS



ALLEY / COMMERCIAL DRIVEWAY APPROACH

REVISIONS

ST-27

STANDARD
DRAWING NO.

CITY of NEWBERG

ENGINEERING DEPT.

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO. ST-29

REVISIONS

MANHOLE ADJUSTMENT

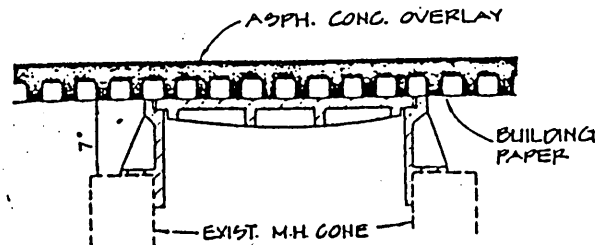
CONSTRUCTION SEQUENCE

STEP 1 COVER MANHOLE WITH BUILDING PAPER AND CONST. OVERLAY ACROSS EXIST. MANHOLES.

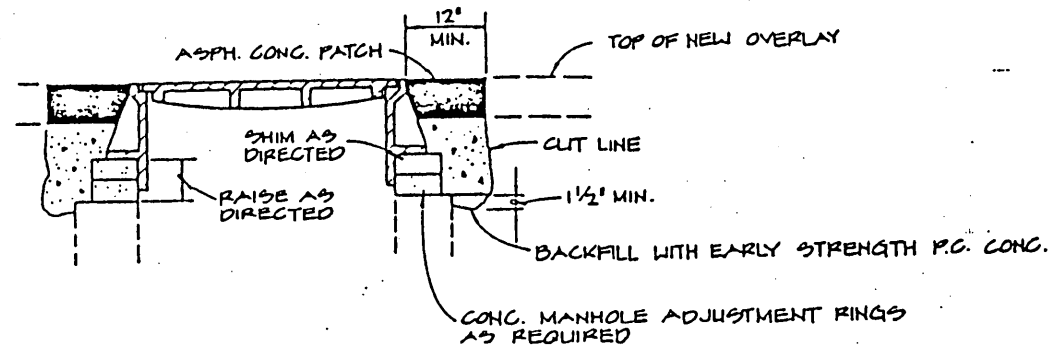
STEP 2 CUT RECTANGULAR EXCAVATION AROUND MANHOLE 12" MIN. FROM M.H. FRAME.

STEP 3 RAISE M.H. FRAME AND INSTALL CONC. RINGS AND SHIM TO FINISH PAVEMENT PROFILE AND CROSS SLOPE.

STEP 4 BACKFILL WITH EARLY STRENGTH CONC. AND ASPH. CONC. TO DEPTHS AS DIRECTED.



STEP 1



STEPS 2, 3, AND 4

MANHOLE ADJUSTMENT DETAIL
N.T.S.

NOTES:

1. Sawcut excavation around manhole.
2. Seal paving joint with emulsified asphalt and sand.

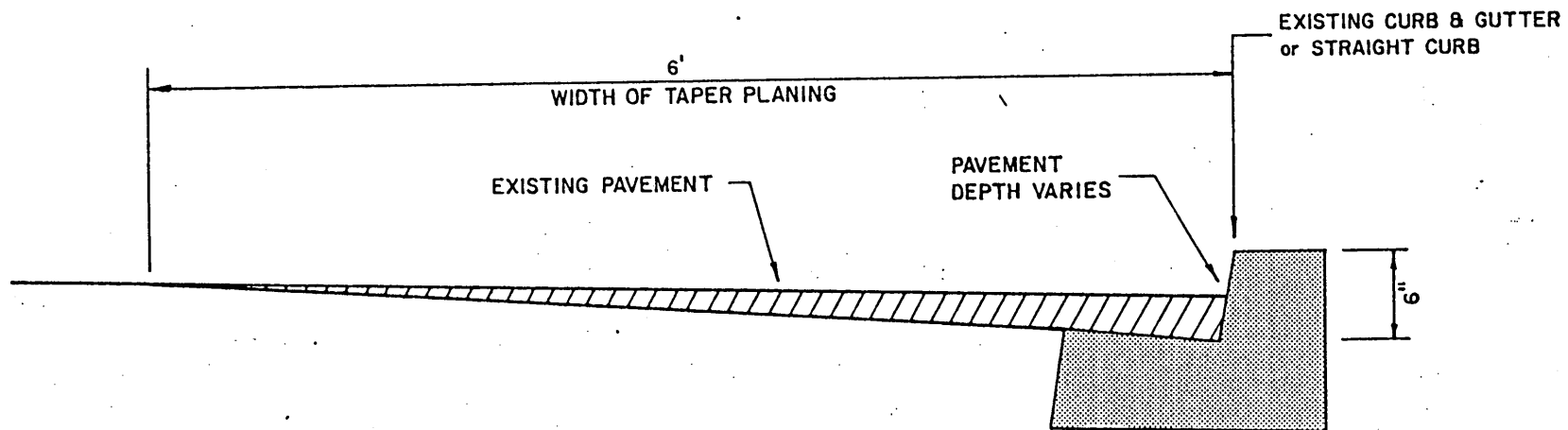
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO

REVISIONS

PAVEMENT PLANING



NOTES

1. PLANE FLUSH TO CURB FACE.
2. PLANE TO SURFACE OF CONCRETE GUTTER OR TO 6" EXPOSURE OF STRAIGHT CURB.

NOTES

1. This type manhole shall be used for 24" pipe or less.
2. All precast concrete shall have strength of 4000 P.S.I.
3. Poured-in-place concrete shall have strength of 3000 P.S.I.
4. Standard manhole depth = 8' from top of frame to invert.
5. Match lateral lines with top of mainline.
6. Base section to be poured-in-place.
7. Grout material - as specified in City of Newberg Std. Specs.

LOCATE MANHOLE COVER and FRAME.
UPSTREAM ON MAIN SEWER LINE

MAIN SEWER LINE

CAST IRON FRAME and COVER
(See Std. Drawing S-7)

FINISH GRADE

RISER RINGS
Maximum 6"

STEPS
Place upstream on
main channel

Bond all joints with
"Kent-Seal" or equal and
grout inside

48" DIA. SECTIONS

△ C-14-3 conc. pipe

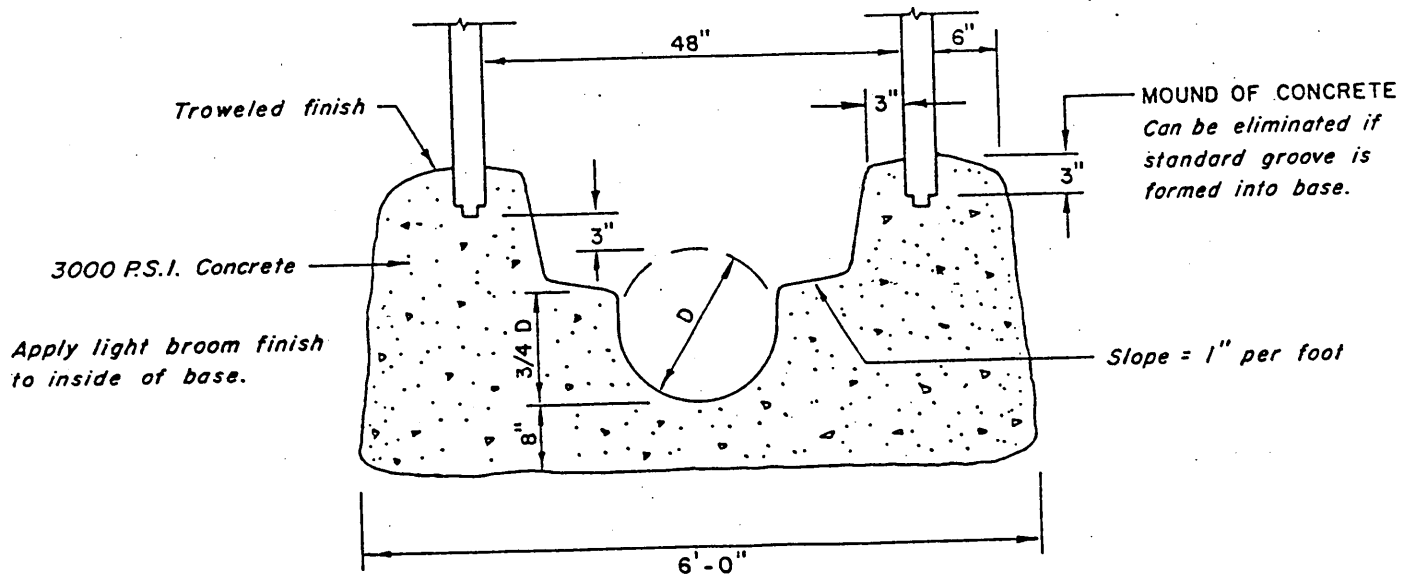
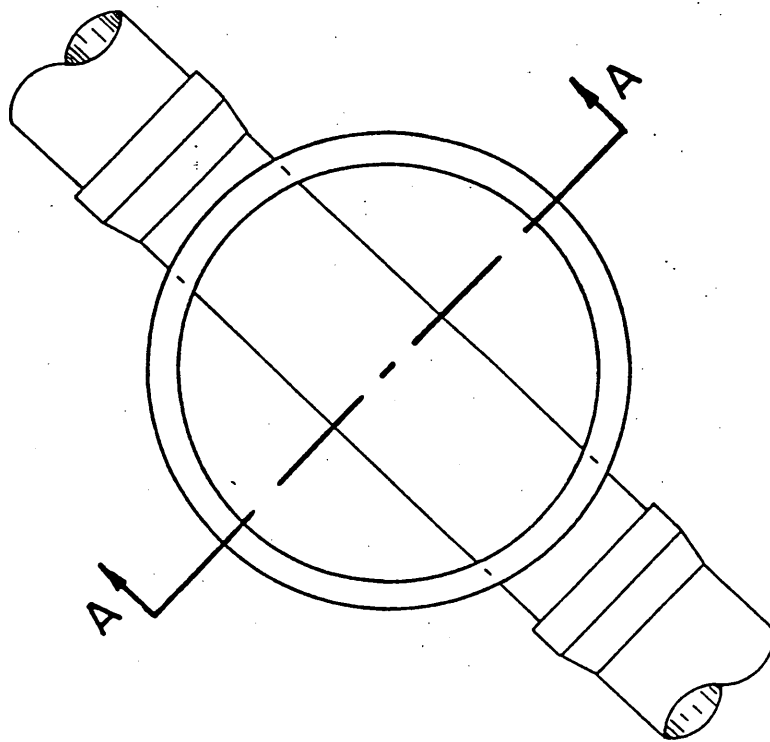
△ C-14-3 conc. pipe

Use bell donut and flexible
coupling to connect concrete
and plastic sewer pipe △

12" CRUSHED ROCK 3/4"-0
COMPACTED

72"

MANHOLE



SECTION A-A

MANHOLE BASE

ENGINEERING DEPT.

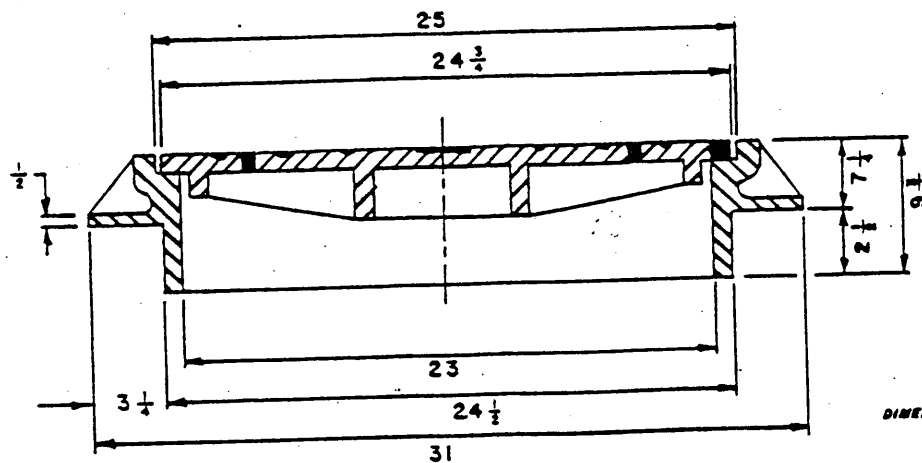
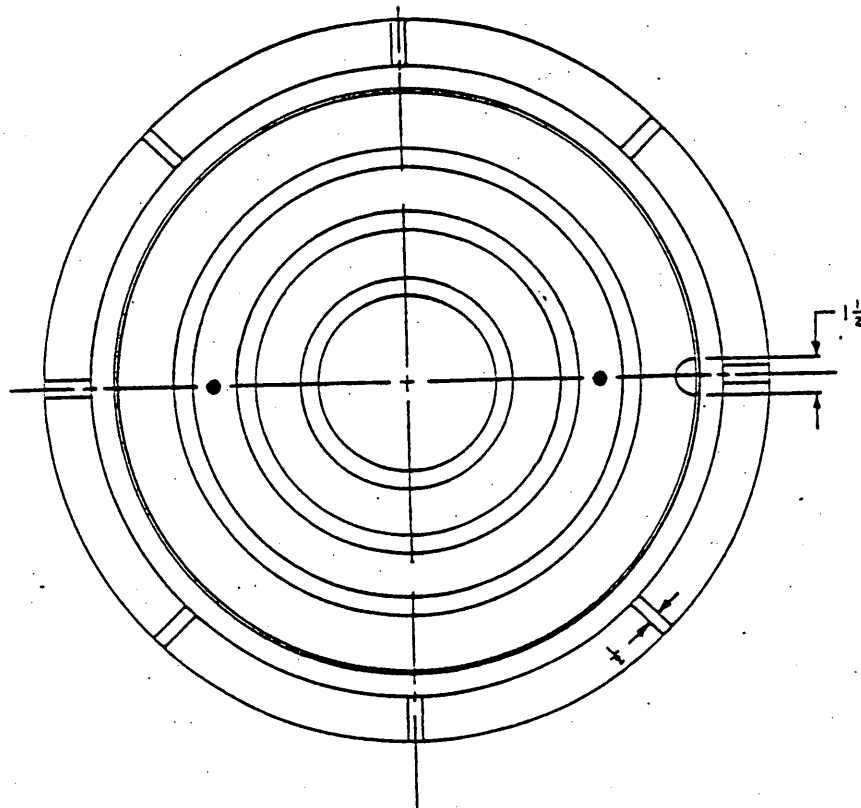
CITY of NEWBERG

STANDARD
DRAWING NO.

S-6

REVISIONS





DIMENSIONS IN INCHES

NOTES

1. Standard frames shall be used unless exception is approved by City Engineer.
2. 2-hole cover for sanitary sewer.
16-hole cover for storm sewer.

MANHOLE FRAME & COVER

ENGINEERING DEPT.

CITY of NEWBERG

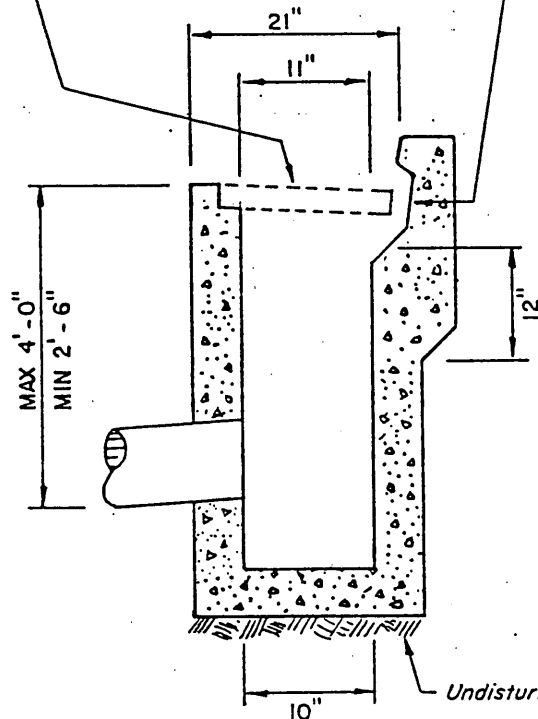
STANDARD
DRAWING NO.

S-7

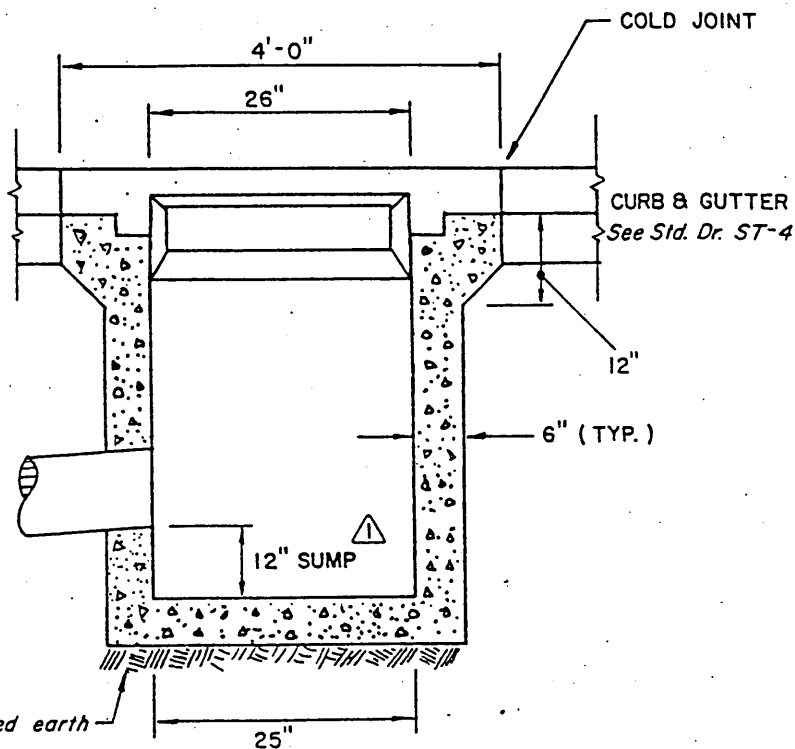
REVISIONS

FRAME & GRATE
See Std. Dr. STS-2

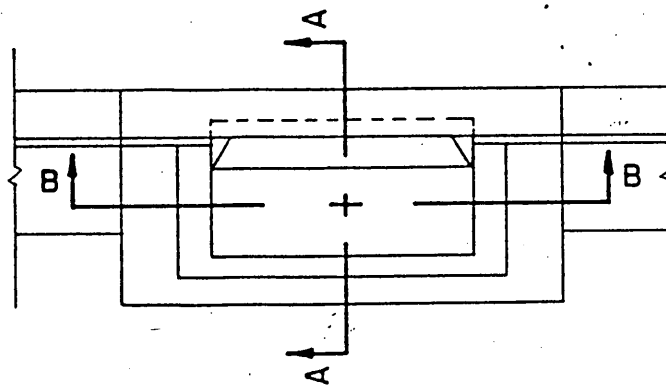
Maintain $2\frac{1}{2}$ " clearance all around
All faces on block-out to be 45°



SECTION A-A



SECTION B-B



NOTES

1. Concrete strength = 3000 P.S.I. after 28 days.
2. Inlet to be cast-in-place.
3. Frame to be set flush with curb face.

DROP INLET

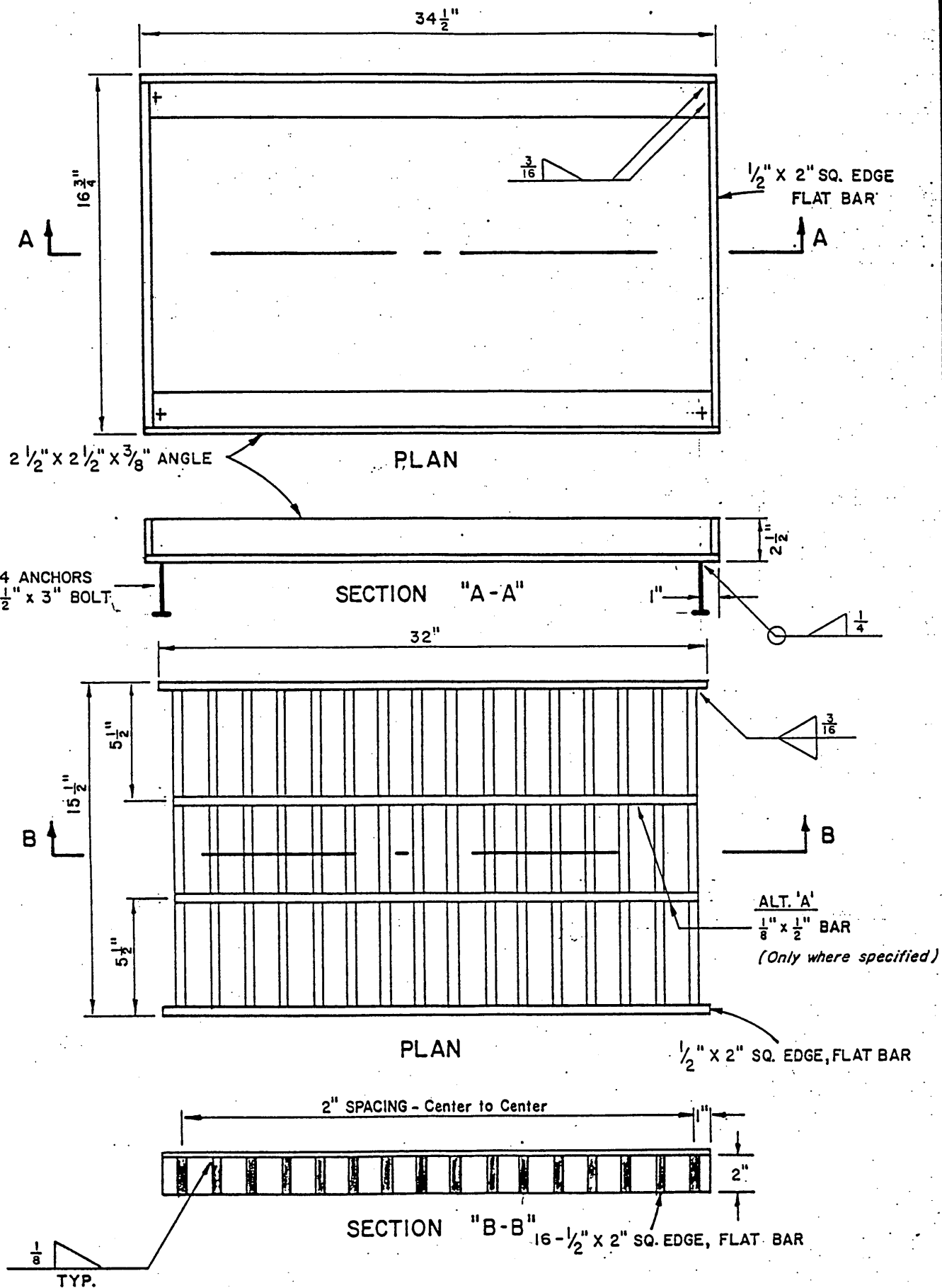
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO. STS-1

REVISIONS





DROP INLET FRAME and GRATE

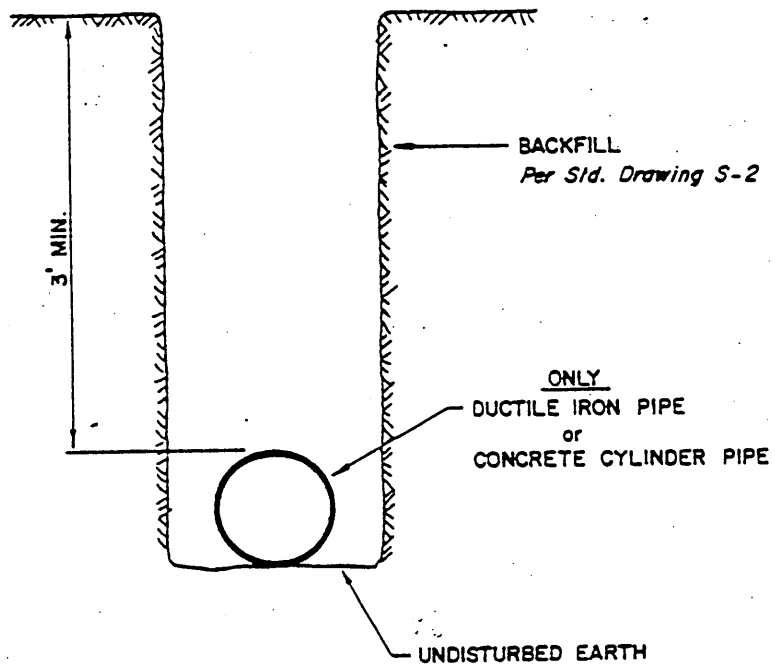
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD DRAWING NO. STS-2

REVISIONS

CLASS 'D'



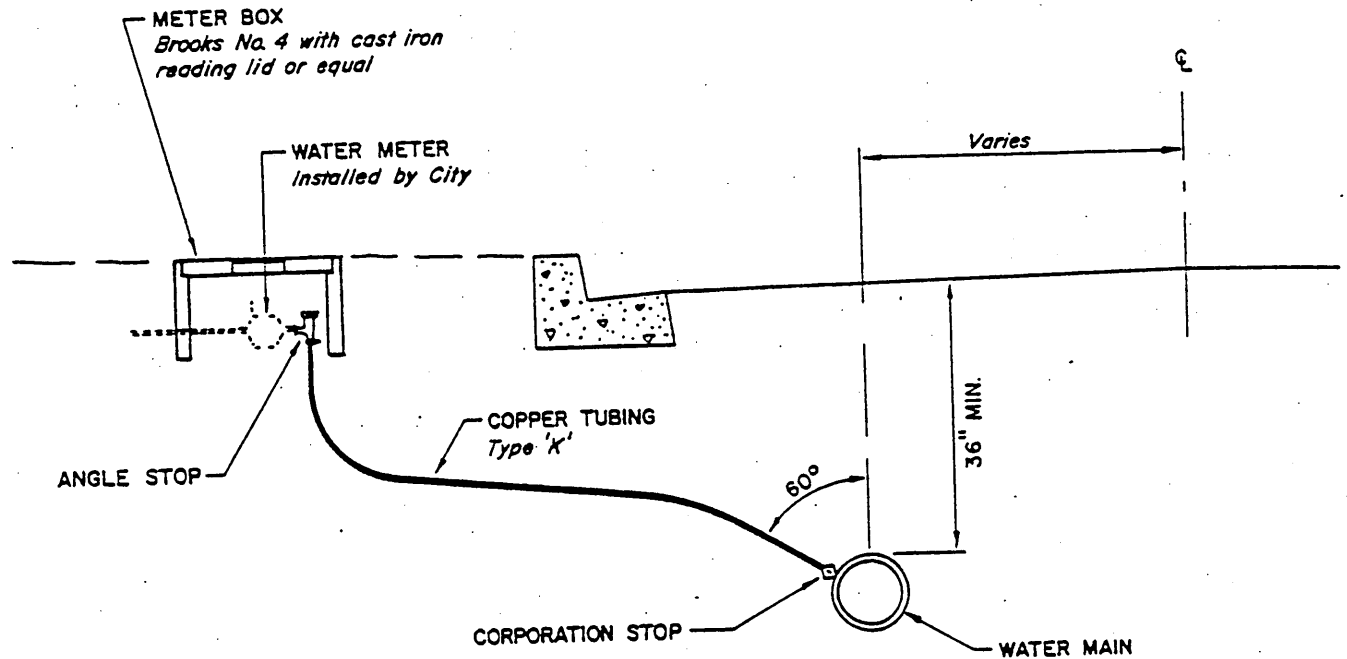
PIPE BEDDING

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO. W-1

REVISIONS



WATER METER LOCATIONS

SIDEWALK	LOCATION
TYPE 'A'	Adjacent to sidewalk between curb and sidewalk
TYPE 'B'	7' from face of curb
NONE	Adjacent to curb

NOTES

1. Compression type fittings shall be Mueller 110.
2. Corporation Stops and Angle Stops shall be Ford Brass or equal.
3. For location of water main, see Std. Drawings M-7 to M-15.

WATER SERVICE

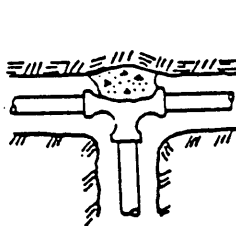
ENGINEERING DEPT.

CITY of NEWBERG

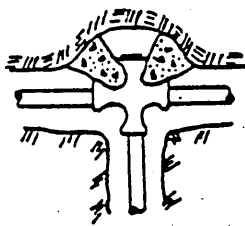
STANDARD
DRAWING NO.

W-2

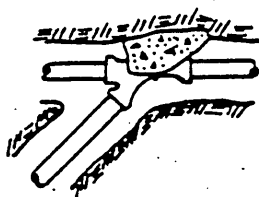
REVISIONS



TEE



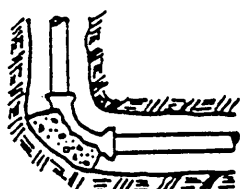
PLUGGED CROSS



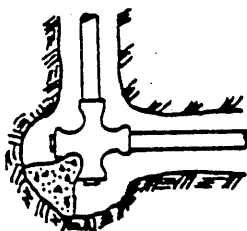
WYE



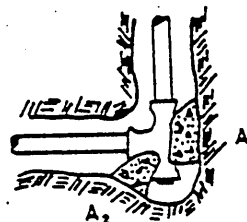
PLUG OR CAP



BEND



PLUGGED CROSS



TEE PLUGGED ON RUN

BEARING AREA OF THRUST BLOCK (in sq. ft.)

FITTING SIZE (in.)	TEE, WYE, PLUG or CAP	90° BEND, PLUGGED CROSS	TEE PLUGGED ON RUN		45° BEND	22½° BEND	11½° BEND
			A ₁	A ₂			
4	1.0	1.4	1.9	1.4	1.0	-	-
6	2.1	3.0	4.3	3.0	1.6	1.0	-
8	3.8	5.3	7.6	5.4	2.9	1.5	1.0
10	5.9	8.4	11.8	8.4	4.6	2.4	1.2
12	8.5	12.0	17.0	12.0	6.6	3.4	1.7
14	11.5	16.3	23.0	16.3	8.9	4.6	2.3
16	15.0	21.3	30.0	21.3	11.6	6.0	3.0
18	19.0	27.0	38.0	27.0	14.6	7.6	3.8
20	23.5	33.3	47.0	33.3	18.0	9.4	4.7
24	34.0	48.0	68.0	48.0	26.2	13.6	6.8

NOTES

- Concrete shall be poured against undisturbed earth.
- Concrete shall be kept clear of joint and accessories.
- The required thrust bearing area for special connections is shown encircled on the plans. For example, (15) indicates 15 SQ. FT. bearing area required.
- If not shown on plans, required bearing area at fitting shall be as indicated above, adjusted if necessary to conform to the test pressures and allowable soil bearing stresses stated in the special specifications.
- Bearing areas and special blocking details shown on the plans shall take precedence over this standard.
- Above bearing areas are based on a test pressure of 150 P.S.I. and an allowable soil bearing stress of 2000 LBS./SQ. FT. To compute bearing areas for different test pressures and soil bearing stresses, use the following equation:

$$\text{BEARING AREA} = \text{TABLE VALUE} \times \frac{\text{TEST PRESSURE}}{150} \times \frac{2000}{\text{SOIL BEARING STRESS}}$$

THRUST BLOCKING

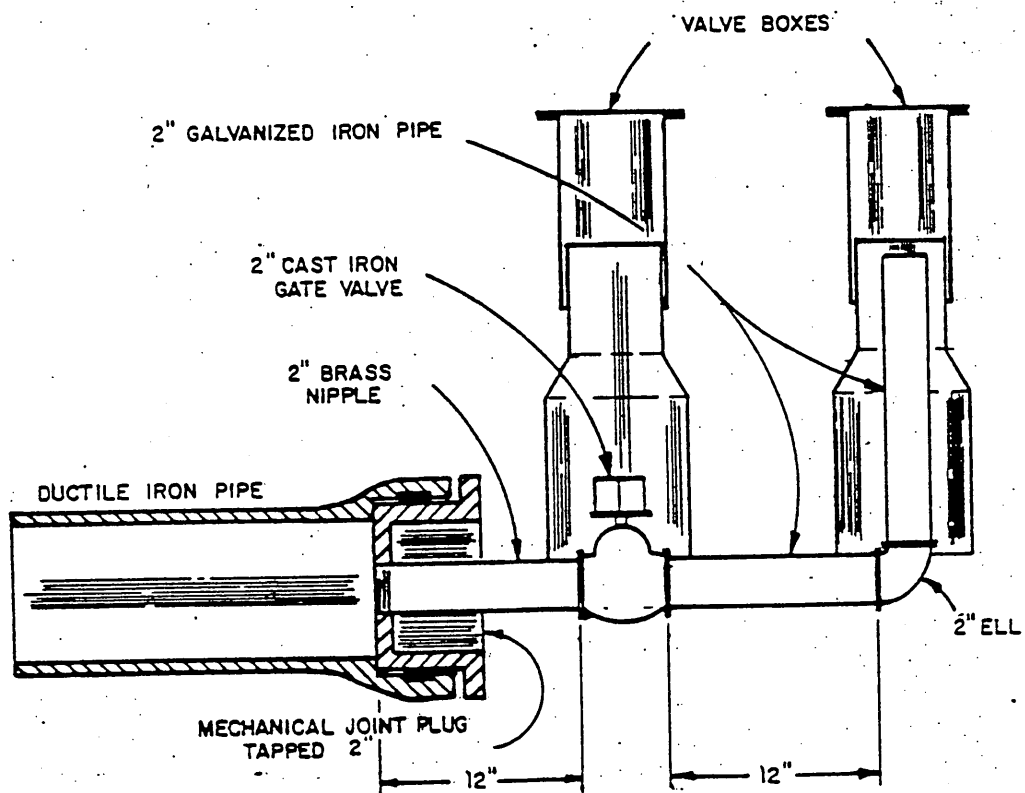
ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO.

W-3

REVISIONS



NOTES

1. Coat all galvanized pipe or exposed steel with protective coating conforming to AWWA C 203
2. Restrain mechanical joint plug to pipe
3. This standard applicable for pipe sizes thru 8"

BLOW-OFF ASSEMBLY

ENGINEERING DEPT.

CITY of NEWBERG

STANDARD
DRAWING NO.

W-6

REVISIONS