

## CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR '

CITY OF NEWBERG

CLARIFIER PAINTING PROJECT

WASTE WATER TREATMENT PLANT

YAMHILL COUNTY

AUGUST 1992

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

#### City of Newberg

#### Contract Change Order No. 4 November 24, 1993

Project:

Clarifier Painting Project

Contractor:

Evan House Co.

Item of Work:

Suspension of Work

SUMMARY OF PROPOSED CHANGE:

#### The Contract is Hereby Changed as Follows:

Work is being suspended due to the onset of inclement weather. Work on Clarifier 2 is completed. The work remaining is for painting Clarifier 3.

A notice to proceed will be issued next year, about June 1, 1994, upon mutual arrangement. It is understood that this project shall be at the top of Evan House's schedule for the 1994 painting season.

Because Change Order 3 was based on painting both Clarifiers 2 and 3 in 1993, Evan House Company shall not be entitled to the cost of demobilizing after Clarifier 2 and remobilizing for Clarifier 3. The adjustment (deduction) for those costs is \$1,680.00.

#### 2. Costs Summary:

Total original contract amount \$27,4	00
Net change for previous change orders\$39,5	20
Previous total\$66,9	20
Deducted for this change order\$ 1,6	80
Total Contract Amount to Date (include this change order No. 4)	40.00

Cost for painting Clarifier 3 (time and material not to exceed): \$29,535 - \$1,680 = \$27,855

#### 3. Contract Time:

Contract completion date is hereby changed to read:

No Change

All other provisions of	the contract	documents remain in force.	
ACCEPTANCE SIGNATURES:			
For Contractor	<u>11/29/93</u> Date	Duane R. Cole	<u> </u>
Title		City Manager	

#### City of Newberg

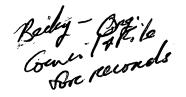
#### Contract Change Order No. 4 November 24, 1993

Project:	Clarifier Painting Project
Contractor:	Evan House Co.
Item of Work:	Suspension of Work
SUMMARY OF PROPOS	ED CHANGE:
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Evan House Compan	der 3 was based on painting both Clarifiers 2 and 3 in 1993, y shall not be entitled to the cost of demobilizing after emobilizing for Clarifier 3. The adjustment (deduction) for ,680.00.
2. Costs Summary	· •
Total original co	ntract amount\$27,400
Net change for pr	evious change orders\$39,520
Previous total	\$66,920
Deducted for this	change order\$ 1,680
Total Contract Ame (include this	change order No. 4)
	Clarifier 3 (time and material not to exceed): 35 - \$1,680 = \$27,855
3. Contract Time	
Contract completion	on date is hereby changed to read:
No Change	
All other provision	ons of the contract documents remain in force.
ACCEPTANCE SIGNATO	JRES:
	Thank Cole W/24/6
For Contractor	Date Duane R. Cole Date

City Manager

Title

#### REQUEST FOR COUNCIL ACTION



DATE SUBMITTED: September 22, 1992

X RESOLUTION

DATE ACTION REQUESTED: September 22, 1992

SUBJECT: Wastewater Treatment Plant Clarifier Painting Project.

**RECOMMENDATION:** The Manager recommends that the contract for the Wastewater Treatment Plant clarifier painting project be increased \$9,985 to \$37,385.

#### BACKGROUND:

- 1. The contract specifications were written to: "remove all lose paint and profile the remaining primer." The additional costs came to light once the initial sandblasting effort was completed. By testing areas of the coal tar with a sharp blade, some sections that appeared sound were actually not sound underneath. If these areas are re-tarred, the tar manufacturer would not guarantee the product if the old coal tar remained under the new primer.
- 2. The contractor gave the City a letter stating that the City's specifications did not require the complete coal tar removal and that it would cost additional money for added sandblasting and primer paint to remove all the coal tar.

The additional cost of this work is \$.30 per square foot for the flat steel surfaces, \$.75 per square foot for the structural steel shapes and \$.18 per square foot on the primer paint coat. The total for the additional work is \$9,985.

FISCAL IMPACT: This increases the low bid by Evan House Company from \$27,400 to \$37,385. The next low bid by Pacific Painting was \$37,840. Both companies bid the same specifications on the project. Evan House, despite this change order, remains the low bid. Funds are budgeted in the sewer fund for this required maintenance.

SUBMITTED BY:

Duane R. Cole City Manager

\rcawwtp

#### **RESOLUTION NO. 92-1728**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBERG, OREGON ACCEPTS CHANGE ORDER NUMBER ONE FOR THE PAINTING OF THE CLARIFIERS AT THE WASTEWATER TREATMENT PLANT FROM EVAN HOUSE COMPANY IN THE AMOUNT OF \$9,985.

WHEREAS, the City has prepared plans for a clarifier painting project and solicited bids in accordance with ORS Chapter 279 on Public Contracts and Purchasing; and

WHEREAS, five bids were received and opened on August 14, 1992, the lowest bid being \$27,400 from Evan House Company Incorporated, Portland, Oregon; and

WHEREAS, the contract specifications did not require the removal of all coal tar in order to assure that the paint applied by Evan House Company would be guaranteed; and

WHEREAS, Evan House Company is a qualified contractor and is capable of performing the work in the contract.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newberg, Oregon, as follows to-wit:

1. The City Council acting as Contract Review Board for the City does hereby authorize a change order in the amount of \$9,985 for the clarifier painting project to Evan House Company of Portland, Oregon. The total amount of the contract is amended to be \$37,385.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 22nd day of September, 1992.

Duane R. Cole - City Recorder

#### REQUEST FOR COUNCIL ACTION

DATE SUBMITTED:		August 24, 1992			MOTION	
DATE ACTION REQUES	STED: S	STED: September 8, 1992		<u>X</u>	RESOLUTION	
			:	<del></del> .	ORDINANCE	
					INFORMATION	
SUBJECT:	WASTE W	NATER TREATMENT PLANT CLARIFIE	R PAINTI	NG PR	OJECT	
RECOMMENDATION:	Plant (	nmend that the contract for the Clarifier Painting Project be Evan House Company in the am	awarded	to th	e low	
COMMITTEE RECOMMENDATION:	their A	nmunity Development Committee August 20, 1992 meeting. Thei Duse Company in the amount of	r recomm	nendat	bids at ion was	
BACKGROUND:	at the	al tar epoxy coating on the nu Waste Water Treatment Plant h y. The primer in some spots i	ave been	n dete		
sandb		This project includes removal of remaining coat tar, sandblasting the rust spots, repairing and recoating. Several bolts will be replaced.				
	14, 199 being 1	or the construction of the pro 92. Five bids were received w Evan House Company in the amou y of those bids is attached.	ith the	lowes	t bidder	
COST:	The co	st to the City will be \$27,400	.00.			

Bert S. Teitzel, Director or Public Works

Duane R. Cole, City Manager

#### RESOLUTION NO. 92- /72 >

THE CITY COUNCIL OF THE CITY OF NEWBERG, OREGON, ACCEPTS THE LOW BID FOR THE PAINTING OF THE CLARIFIERS AT THE WASTE WATER TREATMENT PLANT FROM EVAN HOUSE COMPANY IN THE AMOUNT OF \$27,400.00.

WHEREAS, the City has prepared plans for a clarifier painting project and solicited bids in accordance with ORS Chapter 279 on Public Contracts and Purchasing; and

WHEREAS, five bids were received and opened on August 14, 1992, the lowest bid being \$27,400.00 from Evan House Company Inc. of Portland, Oregon; and

WHEREAS, Evan House Company is a qualified contractor and is capable of performing the work in the contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, Oregon, as follows, to wit:

1. The City Council, acting as Contract Review Board for the City, does hereby award the bid for the Clarifier Painting Project to Evan House Company of Portland, Oregon in the amount of \$27,400.00.

ADOPTED by the City Council of the City of Newberg, Oregon, this 8th day of August, 1992.

Duane R. Cole, City Manager

III-7

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#### CLARIFIER PAINTING PROJECT

Evan House Company	\$27,400.00
Pacific Painting	\$37,840.00
Partridge Ind. Coatings	\$48,589.00
F.D. Thomas, Inc.	\$54,400.00
S & K Painting	\$62,200.00

#### Clarifier Painting Project;

Justification of Change Order #1;

The specifications were written to "... remove all loose paint and profile the remaining primer.". The problem surfaced once the specified sweep sand blast to profile the remaining paint had been done the areas of loose paint was not apparent and the location of more loose (delaminated) paint layers could not be determined. After testing areas that appeared sound with a sharp blade some sections of the coal tar that appeared sound actually were delaminated underneath. The paint manufacturer's representative made an inspection of the site and wrote us a letter stating that he would not guarantee his product if any of the coal tar remained under the new paint.

The contractor gave us a letter stating that our specifications did not call for complete coal tar removal and if we so directed him he wanted additional compensation for the added sand blasting and primer paint. The sand blast consist of upgrading from a Painting Council SP7, brush-off blast to a SP10 , near-white blast. The blast will be covering the same area of steel but it is much more sever and requires a more abrasive sand, more equipment and man hours.

The contractor estimated there was approximately 30% more surface area of coal tar to be removed. His estimate consist of \$.30/sf for the flat steel surfaces, \$.75/sf for the structural steel shapes, and \$.18/sf on the primer paint coat. The total for the additional work is \$9,985.00. The cost for the extra work appear to be reasonable in view of the additional man hours and upgraded sand blasting.

Original Contract Amount = \$27,400

This Change, #1 = 9.985

Total = \$37,385

William Tutka P.E., Construction Engineer



#### EVAN HOUSE CO.

#### PAINTING CONTRACTORS

Sept. 21, 1992

City of Newberg Dept. of Public Works 414 E. First St. Newberg, Or. 97132

Attn: Bill Tutka

Clarifier Painting Project

Dear Bill,

Re:

After procedding with sandblasting per the specifications prepared for the above referenced project it was determined by Tom Selby of Rodda Paint Company that although the remaining coal tar is adhering, it may not adhere satisfactory for the new coatings. Toinsure a proper job it is recommended that all the coal tar be removed and the surface primed according to the manufacturer's recommendation (1.5 mils) and then finished as specified with the coal tar.

The cost for the change is as follows:

6,828 sf	\$ 2,050.00
14,063 sf	\$ 5,415.00 \$ 2,520.00
add is	\$ 9,985.00
	7,235 sf

A prompt reply to this will be greatly appreciated.

Sincerely,

Wes Wilbur



#### EVAN HOUSE CO.

#### PAINTING CONTRACTORS

September 18 1992

City of Newberg Dept. of Public Works 414 E. First St. Newberg, Or 97132

Attention: Bill Tutka

Re: Clarifier Painting Project

Dear Bill,

After proceeding with sandblasting per the specifications prepared for the above referenced project it was determined by Tom Selby of Rodda Paint Company that, although the remaining coal tar is adhering, it may not adhere satisfactory for the new coatings. To insure a proper job it is recommended that all the coal tar be removed and the surface primed according to the manufacturer's recommendation (1.5 mil) and then finished as specified with the coal tar.

The cost for this change will be \$9,985.00. A prompt reply to this will be greatly appreciated.

Sincerely,

Nos Wilber

Wes Wilbur



September 18, 1992

Mr. Wes Wilbur Evan House Company 1133 SE Umatilla Portland, Oregon

Re: Adhesion of Coal Tar Epoxy after Abrasive Blasting at Newberg Clarifier

Dear Wes:

After inspecting the blasted surfaces on the trough in the clarifier at Newberg WWTP on Wynooski Road yesterday, I felt compelled to write this letter. The coal tar remaining, after what I observed to be a thorough sweep blast, is still marginally adhered to the surface. To coat over this coal tar would be inviting delamination failure within a short period of time.

The only safe and right thing to do is remove all coal tar epoxy from the questionable areas and take any bare steel to a near White SSPC-SP10. Then prime all bare areas with Porter International No. 4301 Gray Epoxy Primer, (the same day blasted), to a film thickness of 1.5 mils dry. All new primer must be topcoated within seven days. All old red epoxy primer, that is tightly adhered, should be abraded for adhesion of the topcoat Coal Tar Epoxy Porter No. 7080.

These steps will help insure a longer service life of the system applied. Thank you for the opportunity to help prevent this potential failure. Also, thanks for using Porter International products on this project.

Respectfully,

RODDA PAINT COMPANY

Tom Selby ()
Industrial Coatings

TS/smj



September 16, 1992

Mr. William Tutka c/o City of Newberg Dept. of Public Works 414 E. First St. Newberg, OR 97132

Dear Bill:

After my conversation on September 11, 1992, with Mr. Don Griffin in the Technical Service Department of Porter International in Louisville, Kentucky, please accept the following recommendation for painting the interior clarifier:

- Abrasive blast old coal tar coating to remove and profile remaining red primer.
- Take all bare steel areas to SSPC No. 5 "White Metal Blast", and prime with Porter International No. 4301 M.C.R. 43 Epoxy Primer Gray.
- Apply Porter International No. 7080 Tar Set Maxi Build Coal Tar Epoxy in one or two coats to achieve 16 mils DFT.

Bill, I hope this answers your questions about the clarifier. Thank you for approving Porter International products for this project.

Respectfully,

RODDA PAINT COMPANY

Tom Selby / \ Industrial Coatings

TS/smj/Tutka

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PROPOSAL

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GENERAL REQUIREMENTS

SPECIAL PROVISIONS

Cleaning and Painting

Other work

## CITY OF NEWBERG CLARIFIER PAINTING PROJECT Waste Water Treatment Plant Proposals due 2:00 p.m., August 14, 1992

#### ADVERTISEMENT FOR BIDS

Sealed proposals for sandblasting and painting two clarifiers at the Waste Water Treatment Plant will be received by Bert S. Teitzel, Director of Public Works, at City Hall, 414 E. First Street, Newberg, Oregon 97132, until Friday, August 14, 1992 at 2:00 p.m. at which time the sealed proposals will be publicly opened and read. The outside of the envelopes shall plainly identify: (1) the project name, (2) the bid opening time and date, and (3) the bidder's name. Proposals submitted after the above specified time shall not be received or opened.

The work to be completed under this contract consists of the following work on Clarifiers No. 1 and 2 at the Waste Water Treatment Plant, 2301 Wynooski Road, in the City of Newberg, Oregon: Sandblasting and painting steel materials inside two clarifiers and performance of such additional and incidental work as is called for by the specifications and plans.

Documents for the above project may be examined or obtained for a nonrefundable fee of \$10 at the office of the Director of Public Works at the above address. The general specifications shall be the 1984 City of Newberg, Oregon Standard Specifications for Public Works Construction. Bidders shall be pre-qualified in accordance with the requirements set forth by the City of Newberg prior to 2:00 p.m. on August 5, 1992. If you have any questions or request information concerning the project, contract William Tutka at 537-1252.

No proposal will be considered unless it contains a statement that the bidder will comply with the provisions required by ORS 279.350, that workmen of public works be paid not less than prevailing rate of wage on contracts of \$10,000.00 or more. Each bid shall contain a statement as to whether the bidder is a resident bidder as defined in ORS 270.029. The contractor or subcontractor does not need to be licensed under ORS 468.A720. Bidders shall comply with all requirements set forth in Chapter 279 and other applicable sections of the Oregon Revised Statutes.

All proposals shall be submitted on the prescribed form and in the manner as indicated in the General Provisions and shall be accompanied by a certified or cashier's check or bid bond in the amount of 10 percent of the total amount of the proposal. The bid bond shall be issued by a surety authorized and licensed to issue such bonds in the State of Oregon, conditioned that the successful bidder will pay the City of Newberg as liquidated damages, the amount specified in the bond, unless the bidder enters into a contract with the bidder's proposal and furnishes an insurance certificate and a performance bond with surety satisfactory to the City of Newberg in an amount equal to 100 percent of the contract price within ten days from the date of notification to successful bidder. If the bidder fails to enter into the contract and furnish the performance bond within the above specified time, the check (or bid bond) and the amount thereof shall be forfeited to the City of Newberg. The City of Newberg reserves the right to award a contract to the firm submitting the most qualified proposal; to postpone the acceptance of the proposal and the award of contract for a period not to exceed 30 days; or to reject any and all proposals received.

BID

PLACE:

CITY OF NEWBERG, OREGON

PROJECT:

1992 CLARIFIER PAINTING 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.

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.

#### Bid Schedule

CITY OF NEWBERG 1992 Clarifier Painting Project Bid Schedule

CLARIFIER NO. 1

Sandblasting and Painting Bolt Replacement

Lump Sum 20 each at \$ 35.00

\$ 13,000.00 \$ 700.00

Subtotal:

\$ 13,700.00

CLARIFIER NO. 2

Sandblasting and Painting Bolt Replacement

Lump Sum 20 each at \$\_35.00

\$ 13,000.00 \$ 700.00

Subtotal:

13,700.00

Total for Clarifier 1 and 2: \$ 27,400.00

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.

#### Contract Documents

Clarifier Painting

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 ONE DATE B/10/92	NO		
The name of the Bidder submitting this	Proposal is _		<del></del>
EVAN HOUSE CO.	d	oing business	at
Street POR	<u>чано</u> , <u> </u> City	OR, State	<u>9720</u> 2

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



#### BID BOND

KNOW	ALL MEN	BY	THESE	PRESENTS.	that	we.	EVAN	HOUSE	co.
------	---------	----	-------	-----------	------	-----	------	-------	-----

as Principal, hereinafter called the Principal, and

EXPLORER INSURANCE COMPANY

a corporation duly organized under the laws of the State of ARIZONA

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF NEWBERG

as Obligee, hereinalter called the Obligee, in the sum of TEN PERCENT OF TOTAL AMOUNT BID Dollars (\$ 10% OF AMOUNT BID)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for CLARIFIER CLEANING AND PAINTING

NOW. THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the lathful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid. then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

**10TH** 

day of

**AUGUST** 

A.D. 19 92

EVAN HOUSE

EXPLORER INSURANCE

Attorney is lact

(Witness)

EXP **CAL 121** 

#### The Explorer Insurance Company

HOME OFFICE: SAN DIEGO, CALIFORNIA

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That THE EXPLORER INSURANCE COMPANY, a Corporation duly authorized and existing under the laws of the State of ARIZONA and having its principal office in the City of San Diego, California, does hereby nominate, constitute and appoint:

Kelly M. Niemela

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE EXPLORER INSURANCE COMPANY at a meeting duly called and held on the 16th day of AUGUST, 1991, which said Resolution has not been amended or rescinded and of which the following is a true, full, and complete copy:

"RESOLVED, that the Chairman of the Board, the President, an Executive Vice President or a Senior Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, bonds, undertakings, and all contracts of suretyship; and that a Vice President, an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

FURTHER RESOLVED, that the Attorney-in-Fact may be given full power to execute for and in the name of and on behalf of the Company any and all bonds and undertakings as the business of the Company may require, and any such bonds or undertakings executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an authorized officer of the Company."

IN WITNESS WHEREOF, THE EXPLORER INSURANCE COMPANY has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officers this <u>3rd day of August</u>, 1992

NBUA

THE EXPLORER INSURANCE COMPANY

STATE OF CALIFORNIA COUNTY OF SAN DIEGO SS

On this 3rd day of August 1992 before the subscriber, a Notary Public of the State of California, in and for the County of San Diego, duly commissioned and qualified, came John L. Hannum, Senior Vice President of THE EXPLORER INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the said officer of the Cornoration storaged and that the said former tipe to the cornoration of the said Cornoration.

Instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the said officer of the Corporation aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the said Corporation, and that the said Corporate Seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of San Diego, the day and year first above written.

DARREN B. SEEMAN

STATE OF CALIFORNIA COUNTY OF SAN DIEGO SS:

I, the undersigned, Alden F. Miller III, Assistant Vice President of THE EXPLORER INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect, and has not been revoked.

COMM. #956318
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMMISSION EXPIRES

**FEBRUARY 13, 1996** 

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Vice President, and affixed the Corporate Seal of the Corporation, this the day of Almiet 1942

THE EXPLORER INSURANCE COMPANY

Notary Public

Alden F, Miller, III
Assistant Vice President

EXP CAL 37

#### CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this // day of Serrence, 1992, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and EVAN HOUSE CO

of	Pontiaun	ORGON	AU	ORFLON
		,		
	CONPORA	TION		

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 Clarifier Painting Project to the extent of the Bid made by the Contractor on the 14th day of August, 1992, all in full compliance with Contract Documents referred to herein.

The <u>Advertisement for Bid</u>, the signed copy of the <u>Bid</u> made by the Contractor, the fully executed <u>Performance and Payment Bond</u>, the <u>General Provisions</u>, the <u>Technical Provisions</u>, and the <u>Special Provisions</u>, 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.

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.

#### Contract Documents

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

MUUU.

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CONTRACTOR

EVAN HOUSE CO.

Ву

PRESIDENT

Title

Approved as to form

City Attorney

#### PERFORMANCE - PAYMENT BOND

BOND NO. 123 83 42

KNOW ALL MEN BY THESE PRESENTS: That we

# EVAN HOUSE CO. A CORPORATION hereinafter called (Corporation, Partnership, or Individual) "Principal" and THE EXPLORER INSURANCE COMPANY of LAKE OSWEGO State of OREGON , hereinafter called "Suraty", are held

State of UREGON, hereinatter dailed "Surety, are neither dailed "Owner" in the penal sum of TWENTY SEVEN THOUSAND FOUR HUNDERD DOLLARS AND NO/100THS\*\*\*\*

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated this \_\_\_\_\_\_ day of Sect., 1992, a copy of which is hereto attached and made a part hereof for the construction of the 1992 Clarifier Painting 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.

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 3RD day of SEPTEMBER 1992.

San Land Ta EVAN HOUSE CO. Principal (Principal) Secretary (Address - Zip Code) SE UMSTILLA (Address - Zip Code) ATTEST THE EXPLORER INSURANCE COMPANY (Surety) Secretary

Attorney in-fact KELLY M. NIEMELA ONE CENTERPOINTE DRIVE SUITE #530 LAKE OSWEGO, OREGON 97034

(Address - Zip Code)

(SÉAL)

Witness as to Surety JEFFERY A. DRAPER ONE CENTERPOINTE DRIVE SUITE 530

LAKE OSWEGO, OREGON 97034

(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.

ABCDEF CERTIFICATE	F INSURANCE
PRODUCER Bieker Agency, Inc. P.O. Box 16498	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.
9828 E. Burnside, Suite Portland, OR 97216	COMPANIES AFFORDING COVERAGE
	COMPANY A Valley Insurance Company
NSURED	COMPANY B
Evan House Co. 1133 SE Umatilla Street	COMPANY C
Portland, OR 97202	COMPANY D

COMPANY E

#### COVERAGES

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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
E C	R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
互	,	GENERAL LIABILITY	CP065353	04/16/92	04/16/93	GENERAL AGGREGATE	\$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 2,000,000
#		CLAIMS MADE X OCCUR.				PERSONAL & ADV. INJURY	\$ 1,000,000
ŀ	T:	X OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1,000,000
		X PD Ded:1000				FIRE DAMAGE (Any one fire)	\$ 50,000
	Γ					MED. EXPENSE (Any one person)	\$ 5,000
A	- ⊢	AUTOMOBILE LIABILITY  X ANY AUTO	CP065353	04/16/92	04/16/93	COMBINED SINGLE	\$ 1,000,000
F		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	_ ⊢	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
T		GARAGE LIABILITY				PROPERTY DAMAGE	\$
		EXCESS LIABILITY	CU010285	04/16/92	04/16/93	EACH OCCURRENCE	\$ 1,000,000
		X UMBRELLA FORM				AGGREGATE	\$ 1,000,000
Т	Γ	OTHER THAN UMBRELLA FORM					
$\boldsymbol{L}$	T	WORKER'S COMPENSATION				STATUTORY LIMITS	
		AND				EACH ACCIDENT	\$
Ŧ		EMPLOYERS' LIABILITY				DISEASE-POLICY LIMIT	\$
L						DISEASE-EACH EMPLOYEE	\$
		OTHER					

ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

#### CERTIFICATE HOLDER

City of Newberg; Dept of Public Works 114 E 1st Street Newberg, OR 97132

CORD 25-S (7/90) 1 of 1 #1569

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 0.3.0 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 LIND UPON THE COMPANY, ITS-AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PDB G ACORD CORPORATION 1990

## PREVAILING WAGE RATES

for

## **Public Works Contracts in Oregon**





Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective July 1, 1992

BUREAU

OF LABOR

AND INDUSTR

MARY WENDY ROBERTS
COMMISSIONER

July 1, 1992

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective July 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 Coordinator in Portland (731-4466). If you have any questions about the manner in which the Prevailing Wage Rates are enforced, contact the Wage and Hour Division in Portland (731-4074 x233).

MARY WENDY ROBERTS

/Commissioner

Bureau of Labor and Industries

PORTLAND 00 NE Oregon St. #-32 Portland, OR 97232 (503) 731-4200 FAX (503) 731-4069 EUGENE 65 E 7th Street; Suite 220 Eugene, OR 97401 (503) 686-7623 FAX (503) 686-7980

PENDLETON
721 SE 3rd, Suite 2
PO Box 730
Pendleton, OR 97801
(503) 276-7884
FAX (503) 276-2950

BEND 1250 NE 3rd, Suite B105 Bend, OR 97701 (503) 388-6330 FAX (503) 388-6273 MEDFORD 700 E Main, Suite 105 Medford, OR 97504 (503) 776-6270 FAX (503) 776-6270

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

AN EQUAL OPPORTUNITY EMPLOYER

COOS BAY

320 Central Ave., Suite 510

Coos Bay, OR 97420

(503) 269-4575

FAX (503) 267-3194

#### **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 Coordinator Bureau of Labor and Industries Support Services Division 800 NE Oregon St. # 32 Portland, OR 97232

(503)731-4466

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

#### **GENERAL INFORMATION**

Information in this section and in the "Commonly Asked Questions" is meant to provide a convenient reference to Oregon's Prevailing Wage Rate Law. It is in no way a complete statement of the laws and rules.

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

Bend	388-6330
Eugene	686-7623
Medford	776-6201
Pendleton	276-7884
Portland	731-4466
Salem	378-3292

#### Apprentices and Trainees

Apprentices and trainees may be employed on public works projects. To qualify as an apprentice or trainee, the worker <u>must</u> be registered in a bona fide apprenticeship or training program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship and Training Agency recognized by BAT. For information call 731-4072. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate which is listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate apprenticeship or training committee. All other workers must receive rates as published.

#### Zone Pay

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

#### **Bid Specifications**

The specifications for every public works contract must include the current Prevailing Wage Rates in effect at the time the specifications are first advertised. A statement incorporating the existing rates by reference will <u>not</u> satisfy this requirement (ORS 279.352).

July 1992

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. The term "fringe benefits" refers to the payments such as:

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

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; 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, 800 NE Oregon St. # 32, Portland, Oregon 97232. The payroll information must be kept by the contractor and or subcontractor for three years.

#### **COMMONLY ASKED QUESTIONS**

#### 1) What are "Prevailing Wage Rates?"

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

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

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

Supervisory and office/clerical employees are not required to be paid the PWR. A person who owns <u>and</u> operates his/her <u>own</u> 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 (731-4074).

#### 6) What if the employees are not paid on an hourly basis?

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

#### 7) How do I classify workers?

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

#### 11) What happens to contractors who do not comply with PWR statutes?

Contractors and subcontractors who pay less than the Prevailing Wage Rates may be liable to the workers affected for the amount found due plus an equal amount as liquidated damages (ORS 279.356). Contracting agencies also have the contractual authority to withhold payments due or to be due to the contractor or subcontractor in order to pay the unpaid prevailing wages directly to the worker (ORS 279.314).

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

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

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

#### COMMONLY ASKED QUESTIONS (Continued)

#### 12) How much do I pay apprentices?

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

#### 13) What records must I keep? For how long?

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

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

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

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

## 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 <u>must</u> 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**

Form WH 81 "Notice of Public Works Contract" has been changed. Please use the revised form which is located on the inside back cover of this booklet. New rates for the following classifications were not available when this publication went to print:

Asbestos Workers, Hazardous Materials Handler Drywall/Wetwall Electricians Area 2 Glaziers Area 1 Roofers Area 1 Sheetmetal Workers Areas 3, 4 and 5

An addendum to this booklet will be published as soon as this information is available. Until such addendum is issued, the rates as shown in this booklet are correct for any Oregon Prevailing Wage Rate project advertised for bid after June 30, 1992.

Significant changes to be aware of:

#### **LABORERS**

Group 6 Laborer has been merged with Group 1 Laborer. As a result, "Landscape or Planting Laborer" and "Fence Builder" are now found under Group 1 Laborer.

July 1992

#### **ASBESTOS WORKERS**

<u>Installation</u> 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.)
- 18.70 5.25
- Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.)

20.05 5.25

<u>Removal</u> 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)
- 12.31 3.10
- Mechanical systems include pipes, boilers, ducts, flues, breechings, etc.
- \*\* The removal of all insulation materials from mechanical systems is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrapped. It does not matter whether the insulation materials contain asbestos. Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc.) insulation. They also do loading of any insulation materials that have already been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Laborers performing asbestos removal are classified as Group 3 laborers.

#### BOILERMAKERS

22.07 6.16

#### **BRICKLAYERS/STONEMASONS**

Area 1	20.48	5.05
(add \$0.75 per hour to Fringe for		
Dafassa as assessed to the state of the stat		

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

- 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.

<u>CARPENTERS</u> (See above for explanation of when the lower rates may be used)

	LESS THAN			
	<u>100%</u> 10			
Zone 1 (Base Rate):				
o Group 1	•	16.89	19.87	4.57
o Group 2		17.01	20.02	4.57
o Group 3		17.34	20.37	4.57
o Group 4		17.46	20.52	4.57
o Group 5		17.37	20.37	4.57
o Group 6		17.45	20.52	4.57
o Group 7		17.87	20.87	4.57
7 - D'CC		_		

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:

 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.

#### **CARPENTERS** (Continued)

**TRADES** 

- 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 2 Group 2

Auto. Nailing Machine Carpenters Form Stripper Manhole Builders Non-irritating Ins.	Floor Layers & Finishers Stationary Power Saw Operators Wall & Ceiling Insulators Irritating Insulation
Cabinet & Shelving Installers (wood or steel)	maning institution

#### Group 4 Group 4

Millwrights	Certified Welders
Machine Erectors	
Machinists	
	•

#### Group 5 Group 6

Bridge, Dock & Wharf	Boom Men
Builders	
Piledrivermen	•

#### Group 7

#### Marine Piledriver

#### **CEMENT MASONS**

Zone 1	(Base Rate):		
. 0	Group 1	17.14	6.42
0	Group 2°	17.48	6.42
0	Group 3	17.48	6.42
0	Group 4	17.83	6.42

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.

TRADES

<b>CEMENT MASONS</b> (continued	CEMEN	T MA	SONS	(continued
---------------------------------	-------	------	------	------------

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

Cement masons working on suspended, swing-Group 3 ing and/or hanging scaffold.

Cement Masons performing work of both Group Group 4 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	49.40	4.57
o Divers' Tenders	21.97	4.57

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

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

#### 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	$125 + ([total ft-150] \times 2.00)/hr.$

#### **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):	Zone	1 (	Base	Rate'	<b>)</b> :
---------------------	------	-----	------	-------	------------

o Leverman	22.68	5.92
o Asst. Engineer (including: Watch		
Engineer, Welder, Mechanic,	*	
Machinist)	21.98	5.92
o Tenderman (Boatman, Attending		
Dredge Plan); Fireman	21.46	5.92
o Fill Equipment Operator	21.00	5.92
o Assistant Mate (Deckhand); Oiler	19.61	5.92
0 1 100 10 cm 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	,	

### 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		BAS HOU RAT	JRLY	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
ELECTRIC	CIANS				ELEVATOR CONSTRUCTO	ORS(continued)	
Area 1:				•	Area 2		
o Electrician	ıs	15	3.45	3.77	Area 2 o Mechanic		
o Cable Spli	icers		0.30	3.87	o Helper	22.83	6.13 + a
•		2.		5.07	o Probationary Helper	15.98	6.13 + a
Area 2:				•	o Flooationary Heiper	11.42	-
o Electrician	ıs	. 21	.21	6.25	a) Dive 90% of having to		
o Cable Spli	cers		2.27	6.28	a) Plus 8% of basic hourly ra	te for employees v	vith more
1		2.2		0.28	than 5 years of service; 69	of basic hourly r	ate for 6
Area 3:		10	.35	5.63	months to 5 years of service	e.	
<del></del> -		17		3.03			
Area 4:		21	25	4 24	Area 1	Area 2	•
	•	- 21	.35	4.24	Umatilla	All	
Area 5:	•				Wallowa	Remaining	
o Electrician	c	22	25		Union	Counties	
o Cable Splic			.25	6.07	Baker		
o cable opin		- 23	.00	6.09	<b>1</b>		
Area 6:				•	<u>GLAZIERS</u>	•	•
o Electrician	c		00				
o Cable Splic			.00	6.02	Area 1	19.50	3.70
o Cable Spile	EIS	20	.90	6.08	(Add \$1.00 to base rate if s	afety belt	
A = 0 1	A 2				is required by State safety r	egulations)	
<u>Area 1</u> Malheur	Area 2	Area 2(cont)	<u>Are</u>		(Add \$4.00 to base rate for		
Mameur	Baker	Umatilla	Coc	-	done from a non-motorized	single-	
	Gilliam	Union	Cur		man bosun chair)		
	Grant	Wallowa	Line		Area 2	14.36	2.74
	Morrow	Wheeler	Dou	ıglas (a)	(Add \$0.50 to base rate if w		
A 4			Lan	e (a)	at over 35 feet of free fall in	n height)	
Area 4	Area 5	Area 6		•		<i>6</i> )	
Benton	Clackamas	Harney			Area 1	Area 2	
Crook	Clatsop	Jackson				11100 <u>2</u>	
Deschutes	Columbia	Josephine			All Counties	Malheur	
Jefferson	Hood River	Kiamath			except Malheur	.viunioni	
Lane (b)	Multnomah	Lake					
Linn	Sherman	Douglas (b)			HIGHWAY AND PARKING S	TRIPERS	
Marion	Tillamook					TRITERS	
Polk	Wasco	*		\$		18.65	2.40
Yamhill(c)	Washington			•		10.05	2.40
	Yamhill (d)				IRONWORKERS		
a) Those port	ions lying west	of a line North			o Structural, Reinforcing, Ornar	nental	
and South	from the NE co	orner of Coos Co	ounty		Riggers, Fence Erectors, Sign		7.46
to the SE c	corner of Lincol	n County			, ,		7.10
b) That portion	on lying east of	a line running					
North and	South from the	NE corner of C	oos			$(x_1, x_2, \dots, x_n) = (x_1, \dots, x_n)$	
County to	the SE corner o	f Lincoln Count	y				
c) South half					· · · · · · · · · · · · · · · · · · ·		
d) North half		* \$ - *	٠.,				
My Moss . —						•	
ELEVATOR	CONSTRUCT	ORS					20
Area 1		•					_
o Mechanic		19.7	76	6.13 + a	المرازي المجروع والجراء فسيعولها المعروم والموارا والمواري	e – Lucia Park Stevansky st	g (D) digi ga i ka ngamba i sa
o Helper		13.8		6.13 + a			international design of the second se
o Probationary	/ Helper	9.8	38 :	-	• • •	and the second s	•

#### LABORERS

Zone 1	(Base Rate):		
0	Group 1	15.02	5.47
0	Group 2	15.37	5.47
0	Group 3	15.67	5.47
o	Group 4	15.92	5.47
	Group 5	13.43	5.47

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

# Zone Differential for Laborers

(Add to Zone 1 Rate)

`	,
Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

Zone 1: Projects within 30 miles of City Hall in the Cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 80 miles.

Zone 5: More than 80 miles.

#### Reference Cities

Albany	Eugene	Longview -	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	<b>Grants Pass</b>	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	

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

#### LABORERS Group 1 (continued)

TRADES

Driller Tender	Skipman
Dry-shack Man	Slopers
Dumpers, road oiling	Sprayman
crew	Stake Chaser
Dumpmen for grading	Stockpiler
crew	Timber Faller/Bucker
Elevator Feeders	(Hand Labor)
Fence Builder	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

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

Tender

Granite Nozzleman

- 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)

# 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)
Gunite Nozzleman	Tugger Operator
High Scalers,	Tunnel-Chuck Tenders,
Strippers, Drillers(b)	Nippers, Timberman
Laser Beam (c)	Vibrator (4" and larger)
Manhole Builder	Water Blaster
Powdermen	Welder

- 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

## **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	16.90	5.14
Area 2	16.90	5.14
Area 3	11.31	2.41
Area 4	11.61	2.57
Area 5	12.67	2.60
Area 6	11.45	2.74
Area 7	11.84	2.11
Area 8	11.28	2.61
Area 9	16.90	5.14
Area 10	11.76	1.91
Area 11	12.76	1.99
Area 12	15.31	2.02
Area 13	12.93	2.45
Area 14	12.63	2.20

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
I DE CO	

#### **LINE CONSTRUCTION**

LINE CONSTRUCTION		
Area 1		
o Group 1	23.09	5.56
o Group 2	20.86	5.48
o Group 3	16.37	4.32
o Group 4	17.99	4.38.
o Group 5	15.74	4.30
o Group 6	14.80	4.26
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			]	RATE	BENEF
LINE CONS	TRUCTION	(continu	ed)		
Area 1 All coun	ties except N	Malheur (	County		
Group 1		Group 2	<u>2</u>		
Cable Splicers Leadman Pole Sprayer		Certified Lineman Welder Heavy Line Equipment Man Lineman Pole Sprayer			
Group 3		Group 4			
Tree Trimmer		Line Equipment Man			
Group 5		Group 6			
Head Ground Jackhammer Powderman		Ground	man .		
Area 2 Malheur	County				
MARBLE S	ETTERS (I	ncludes (	Granite)		
Area 1			21	.48	5.05
Area 1			•		
Baker Benton (a) Clackamas Clatsop Columbia Gilliam	Hood Riv Lincoln (a Linn (a) Malheur ( Marion Morrow	a) Pol She (a) Til Un	altnomah lk erman lamook natilla ion		co (a) nington
a) North hal	f		•		
PAINTERS	& DRYWA	LL TAF	ERS		
Area 1 o Painte	rs & Drywai	ll Tapers	13	3.15	2.26
Area 2 o Brush	** *	.•	15	5.50	2.28

PLASTERER!	<u>S</u> .		
Area 1 o Nozzler o Swingir o all othe	ng scaffold	20.: 19.: 19.:	78 4.02
Area 2 o Nozzler o Swingir o all othe	ng scaffold	21. 20. 19.	43 4.06
Area 1	Area 1(cont)	Area 1(cont)	Area 2
	Deschutes Harney Jefferson Klamath (a) Lane		All remaining counties
a) Northern o	ne-third b)	South half	
PLUMBERS	<u>&amp; STEAMFIT</u>	TERS/PIPEFT	TTERS
Area 1 (Both) Area 2 (Both) Area 3 (Both)		20. 22. 21.	85 6.20
Area 1	Area 2	Area 3	
	Grant (b) Morrow Umatilla Wallowa Union rthwest Portion uthwest Corner	All remain	ning counties
		•	
		ar Living	

Malheur County

Area 1

o Spray, sandblasting, other

and steam cleaning.

o Drywall Tapers

pressure blasting over 3000 psi,

Area 2

**Remaining Counties** 

16.00

20.75

2.28

3.30

FITS TRADES

BASIC HOURLY RATE

FRINGE BENEFITS

# **POWER EQUIPMENT OPERATORS**

## Zone 1 (Base Rate):

20.00	5.92
19.65	5.92
19.05	5.92
18.65	5.92
18.15	5.92
17.45	5.92
	19.65 19.05 18.65 18.15

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

# ZONE RATES 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
<b>Brookings</b>	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	1 IIIIIIIIIIII

# 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
- 4 Faller/Buncher Operator

# 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

#### <u>COMPACTORS</u> - 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 Beltcrete 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

July 1992

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)
- Concrete Profiler, Diamond Head

#### <u>CRANE</u>

- 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 200 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

RASIC HOURLY RATE

FRINGE BENEFITS

TRADES

BASIC HOURLY RATE

FRINGE BENEFITS

TRADES

# POWER EQUIPMENT OPERATORS

(GROUP CLASSIFICATIONS continued)

#### **CRUSHER**

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

#### DRILLING

- 6 Drill Tender
- 6 Auger Oiler
- Churn Drill and Earth Boring Machine Operator
- Drill Doctor
- Boring Machine Operator
- Driller Percussion, Diamond, Core, Cable, Rotary and similar type

#### FLOATING EQUIPMENT

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

#### FORK LIFT

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

#### **GENERATORS**

- Generator Operator
- Diesel-Electric Engineer

# POWER EQUIPMENT OPERATORS

(GROUP CLASSIFICATIONS continued)

#### **GUARDRAIL EQUIPMENT**

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

#### **HAZARDOUS WASTE REMOVAL**

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

#### **HEATING PLANT**

- Temporary Heating Plant Operator
- Surface Heater and Planer Operator

#### **HYDRAULIC HOES**

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

#### **LOADERS**

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

#### OILERS.

- Oiler.
- Guardrail Punch Oiler
- Truck Crane Oiler-Driver, 25 ton or over
- 6 Auger Oiler
- Grade Oiler, required to check grade

# POWER EQUIPMENT OPERATORS (GROUP CLASSIFICATIONS continued)

#### OILERS(continued)

- 5 Service Oiler (Greaser)
- 6 Grade Checker

# <u>PILEDRIVERS</u> (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 · ·
- 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 Beil Boy, phones, etc., Operator
- 6 Helicopter Radioman (ground)

# 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.
- 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**

July 1992

- 4 Mucking Machine Operator
- 6 Conveyor Operator (any type)
- 4 Shield Operator
- 6 Air Filtration Equipment Operator

#### WELDING MACHINES

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

4.78

3.85

Area 2	2:	
0	Roofers	16.54
	(Add \$2.00 per hour to Frid	nge for
	work with irritable Bitumin	ous
	material.)	

#### Area 3:

o Roofers	14.40	2.50
(Add \$1.50 per hour to Fi	ringe for	
work with irritable Bitum	inous	
material.)		

#### Area 4:

0	Roofers	18.10
	(Add \$2:00 per hour to Fr	inge for
	work with irritable Bitum!	nous
	materials)	

#### Area 5:

Roofers	17.00	3.85
(Add \$3.00 per hour to Fring	ge for	
work with irritable Bituminor		
materials)		

I MICK I	Alea I (COIII)	Alea Z	Area 2(cont)
Baker	Multnomah	Benton	Klamath
Clackamas	Sherman	Coos	Lake
Clatsop	Tillamook	Crook	Lane
Columbia	Wasco	Curry	Lincoln
Jefferson	Washington	Deschutes	Linn
Gilliam	Wheeler	Douglas	Marion
Grant		Harney	Polk
Hood River		Jackson	Yamhill
,		Josephine	ē
Area 3	Area 4	Area 5	es i la la compensión
Malheur	Umatilla	Morrow	
	Union	the second of	•

Wallowa

#### Area 1

Area 4

TRADES

Area 1

Area 2

Area 3

work)

SHEETMETAL WORKERS

(Add \$0.75 to base rate for work

(Add \$1.75 to base rate for work

performed whenever it is possible

(Add \$1.75 to base rate for work

performed in an area where epoxy

(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

bosun chair in excess of 30 feet

above the ground)

are being applied)

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		1.	16.45	4.42 + a
Area 2.			13.66	1.19

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

Area 2

Crook

Curry.

**Deschutes** 

Coos

Benton (b)

Douglas

Grant

Harney

Jackson

**Jefferson** 

Linn (b)

Malheur (b)

Wasco (b)

Wheeler

Josephine

Klamath

Lincoln (b)

Lake

Lane.

# TILE, TERRAZZO, BRICK & MARBLE FINISHERS

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 14.27 3.25 (Add \$0.75 to fringe for Refractory repair work.)

Area I			
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

TRADES

#### TRUCK DRIVERS

Zone I (Base Rate):		
o Group 1	17.24	5.74
o Group 2	17.36	5.74
o Group 3	17.49	5.74
o Group 4	17.74	5.74
o Group 5	17.96	5.74
o Group 6	18.11	5.74
o Group 7	18.31	5.74

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

## Zone Differential for Truck Drivers (Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2 75

Zone 1: Projects within 30 miles of City Hall in the Cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 80 miles.

Zone 5: More than 80 miles.

# TRUCK DRIVERS (continued)

#### Reference Cities

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

Work	Grou
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
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

equipment or wet or dry materials . . . . . . . .

and Trailer or Doubles transporting

Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam  2

# TRUCK DRIVERS (Continued)

Lumber Carrier, Driver-Straddle Carrierused 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 2 3 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 2 3 4
Winch Truck-takes classification of	

# **WELDERS**; RIGGERS

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

# **PAYROLL**

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

NAME (	NAME OF CONTRACTOR OR SUBCONTRACTOR					ADDRESS														
FOR WEEK ENDING CONTRAC		ONTRACTING AGENCY PROJE					Phone: ( ) ECT AND LOCATION			PROJECT OR CONTRACT NO.			NO.	DATE CONTRACT SPECIFICATIONS FIRST ADVERTISED FOR BID						
		Phone	( .:	)	·····		(A)P	, V .	ND I	) A TE		76	(6)				(8)			(9)
	(1) NAME, ADDRESS, SOCIAL SECURIT NUMBER OF EMPI	Y	(2) W/H EX- EMP-	(3) WORK CLASSIFICATION (include group	or		(4)D	AYA	ANDI	DATE		(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	FICA	FEDERAL WITH-	DUCTIONS STATE WITH-	OTHER	DEDUC-	NET WAGE PAID
			TIONS	number if applicable)	ST.	HC	OURS W	ORK	ED E	ACH I	DAY					HOLDING TAX	HOLDING TAX		TIONS	FOR WEEK
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## **CERTIFIED STATEMENT**

1	(4) That:
(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	<ul> <li>(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS: In addition to the basic hourly wage rates paid to each worker listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.</li> <li>(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.</li> <li>(c) EXCEPTIONS:</li> </ul>
	EXCEPTION (CRAFT) EXPLANATION
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	EATLANATION
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:	
	REMARKS
	I have read this certified statement, know the contents thereof and it is true to my knowledge.
	NAME AND TITLE SIGNATURE
(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 recongnized by the Bureau of	Contractor Subcontractor Surety
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	File this form with the contracting agency and send a true copy to the Bureau of Labor and Industries, Wage and Hour Division, 800 NE Oregon St. # 32, Portland, OR 97232.

FORM WH-38 (Rev 6/91)

Labor.

#### 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.

<u>Column 2 - Withholding Exemptions</u>: 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.

<u>Column 4 - Hours worked</u>: 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).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in column (6) of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the Certified Statement to indicate that he/she is paying fringe benefits in cash directly to employees. Any exceptions shall be noted in Sections 4(c).

#### Use of section 4(c), Exceptions

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

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

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

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

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

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

#### PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR		PAGE	_OF
	(Name of State or Local Government Agency)		

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work
		·			
: '					
			•		
		,			
		_			

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

# CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

EPARTMENT: ROPOSED YEAR: ROJECT DESCRIPTION:				PROJECT NAME:		FUND: PROJECT NUMBER:		
KOJECT DE	SCRIPTION	:						
Rough				Agency Force			Contract Estimate	
Quantity Estimate	Units	Work Class Description	1	Unit Cost	Total Cost	Unit Cost	Total Cost	
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imated Con	struction Peri	od			\$		\$	
			determines th	at (Agency Forces)	(Contractor) can r	erform this work at	the least cost.	
.·	(Name of Ag	ency)	•	(cross	out one)		,	
: .								

## **BUREAU OF LABOR AND INDUSTRIES**

NOTICE OF PUBLIC WORKS CONTRACT (For use by Public Agencies in Complying with ORS 279.363)

1. CONTRACTING AGENCY INFORMATION	3.	CONTRACT INFORMATION
NAME	·	A. CONTRACT NAME AND NUMBER
ADDRESS		
CITY, STATE, ZIP		B. LOCATION OF WORK
TELEPHONE NUMBER _()	<del></del>	C. COUNTY
AGENCY CONTRACT REPRESENTATIVE		D. AMOUNT OF THE AWARD
TELEPHONE NUMBER _()		E. SOURCE OF FUNDS (i.e. 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.)
2. PRIME CONTRACTOR INFORMATION		
NAME		F. DATE CONTRACT SPECIFICATIONS ADVERTISED FOR BID
ADDRESS	<u> </u>	
CITY, STATE, ZIP		G. DATE CONTRACT AWARDED
TELEPHONE NUMBER()	_	H. CONTRACT COMMENCEMENT DATE
CONSTRUCTION CONTRACTORS REGISTRATION # WORKERS' COMP INSURANCE COMPANY		RETURN THIS COMPLETED FORM TO:
WORKERS' COMP POLICY/BINDER #		Bureau of Labor and Industries Wage and Hour Division Rm 1160 Prevailing Wage Section 800 NE Oregon # 32 Portland, Oregon 97232

WH81/0380f 3-92 (Rev) BUREAU OF LABOR AND INDUSTRIES 800 NE OREGON STREET # 32 PORTLAND, OREGON 97232

ADDRESS CORRECTION REQUESTED

**BULK RATE** 

U.S. Postage
PAID
Portland, Oregon

Permit No. 0701

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

# GENERAL REQUIREMENTS

#### PRINCIPLE FEATURES

The work to be completed under this contract consists of surface preparation and painting of the existing exposed and submerged interior metal in Clarifier Nos. 1 and 22 at the Waste Water Treatment Plant, 2301 Wynooski Road, Newberg, Oregon. The principle features of the work are as follows:

- Sandblast and paint submerged steel with coal tar epoxy paint system.
- 2. Sandblast and paint non-submerged steel with a polyamide epoxy paint.
- 3. Removal and replacement of bolts in feedwell and trough.
- 4. Performance of such additional and incidental work as is called for by the specifications and plans.

#### ADDRESSES AND REPRESENTATIVES

All correspondence to the City or the engineer shall be addressed as follows:

City of Newberg Department of Public Works 414 E. First Street Newberg, Oregon 97132

The contact person for this project is William Tutka, Project Engineer, phone number is (503) 537-1252.

The contractor shall inform the City of their representative to whom correspondence is to be directed, and the phone number and address of an emergency contact person.

#### BASIS OF AWARD

The City of Newberg reserves the right to award a contract to the firm submitting the most qualified proposal; to postpone the acceptance of the proposal and the award of the contract for a period not to exceed 30 days; or to reject any and all proposals received.

The contract will be awarded to the lowest responsible bidder for the total of both clarifiers. The City reserves the right to delete one of the clarifiers from the contract prior to award.

#### PRE-BID SITE TOUR

A pre-bid site tour is scheduled at 2:00 p.m. on Friday, August 7, 1992, to view the proposed work. One of the clarifiers will be ready for the contractor to inspect.

#### INSURANCE

The contractor's general liability insurance shall hold the City harmless from claims due to the potential health and safety risks of the work to be performed under this contract.

#### NOTIFICATION OF STRUCTURAL DEFICIENCIES

The contractor shall stop work and notify the engineer immediately upon observing structural deficiencies during surface preparation of other work. The owner reserves the right to suspend the contractor's work and arrange for repairs if structural deficiencies are found.

# COORDINATION OF WORK OF OTHERS

Construction of additional facilities will be under way at the Waste Water Treatment Plant during the contract time for this project. The contractor shall be responsible for coordinating activities with the contractor already on site. The staging area for this project shall be limited to the area shown on Exhibit "A". At no time shall access roads or roads within the plant site be blocked, sludge trucks must be able to drive a loop, they cannot turn around.

At no time shall the contractor interfere or hinder the operation of the plant. The contractor shall be responsible for all damages due to interference in plant operations. The plant offices and labs are not available for use by the contractor.

#### STANDARD SPECIFICATIONS

The applicable standard specifications on this project are the 1984 Standard Specifications for Public Works Construction of the City of Newberg and 1990 Standard Specifications for Public Works Construction, Oregon Chapter of American Public Works Association. In case of discrepancies, the Newberg Code will govern. Division 1 of the APWA Standard Specifications shall be amended as follows.

102.1.00 Prequalification of Bidder
Bids will be accepted only from contractors who have been prequalified
by the City of Newberg for this project.

#### 104 Scope of Work

104.2.00 Plans and Specifications - Add the following subsection:
104.2.01 Project Plans
The Eimco Shop Drawings are included as reference for the contractor.
The plans which are applicable to the work to be performed under this contract bear the title and date as follows:

CITY OF NEWBERG
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS FOR PROPOSED
CLARIFIER PAINTING PROJECT
WASTE WATER TREATMENT PLANT
YAMHILL COUNTY
AUGUST 1992

#### 105 Control of Work

105.21.00 Cleanup
105.21.01 Restoration of Project Site - Add the following subsection:
The contractor shall restore the project site to a condition equal to or
better than existing prior to construction. Grass shall be
reestablished where damaged, damaged walkways, curbing, and pavement
shall be replaced and all existing facilities shall be restored if
damaged.

#### 107 Legal Responsibilities

- 107.5.00 Industrial Accident Protection Add this sentence:

  The contractor shall furnish at the time the contract is executed,

  Certification of Workers Compensation Coverage.
- 107.19.00 Waste Sites
  107.19.01 Project Waste Site Add this subsection:
  The contractor shall be responsible for securing a waste site and all permits associated with project waste disposal. City of Newberg Landfill on Fourteenth Street is available for project waste disposal.

#### 108 Prosecution and Progress of Work

108.5.00 Contract Time - The contract time shall be as follows: The contract time shall be September 1, 1992 through October 30, 1992. Only one clarifier may be renovated at a time. Renovation of both clarifiers shall be complete in all respects (including coating cure times) on or before 4:30 p.m. on October 30, 1992. Work on the second clarifier may not be started until work on the first clarifier is complete in all respects. The engineer must approve each clarifier's return to service.

Work hours shall be confined to Monday through Friday, 8:00 a.m. to 5:00 p.m., during normal plant operating hours. At no time shall the contract extend work hours beyond those specified above. Access to the plant will not be available outside of normal operating hours.

108.5.03 Adjustment of Contract Time - Add the following paragraph after the first paragraph of this subsection:
The contractors request for adjustment of contract time shall be supported by the approved project schedule as listed in 108.1.00. The request shall include submittal of a revised project schedule indicating which activities have been delayed as well as the extent and nature of the delays. The impact of each delay on the contract completion date shall be illustrated in the revised project schedule.

108.6.00 Liquidated Damages
The daily amount of liquidated damages will be \$150.00 per calendar day
plus any and all civil penalties resulting from the contractors
negligence or failure to successfully complete this contract.

109.2.00 Payment for Work
Payment for the protective coating application shall include all
materials, labor, tools, equipment, and other incidentals to perform the
work as specified herein the specifications. Payment for preparation of
surfaces including sandblasting, cleanup, protection of bearings,
leaking and seepage around relief valves and influent pipe, is
considered incidental to the work in this section with the exception of
the item listed as bolt removal and replacement. Payment shall be made
on a lump sum price basis as itemized under "Sandblasting and Painting",
Clarifier No. 1 or 2 in the Bid Schedule.

Payment for bolt removal and replacement shall include all materials, labor, tools, equipment and other incidentals to replace failed bolts in the submerged steel sections of the clarifier. The cost to apply protective coatings to the replaced bolts shall be included in the lump sum Sandblasting and Painting item above. Payment shall be made on a unit price basis as itemized under "Bolt Removal and Replacement" Clarifier No. 1 or 2 in the Bid Schedule.

# PROJECT SPECIFICATIONS

#### PROJECT SPECIFICATIONS

#### SP-1 DEWATERING, CLEANING AND DISINFECTION

The contractor shall give the plant two (2) working days notice of intent to begin construction on each clarifier so that plant personnel can draw them down. The plant crew will clean the clarifier and disinfect each before turning it over to the contractor for surface preparation, painting, and repair. The clarifier No. 1 is currently ready and No. 2 will be put into the same condition upon completion of the contract work and restoring to service the No. 1 clarifier.

#### SP-2 BOLT REMOVAL AND REPLACEMENT

The structural steel shapes in the clarifier are restrained with bolts which are failing from rust. The integrity of the bolt can not be determined until the rust has been removed, therefore the contractor shall begin this project by removing the rust surface on the bolts and nuts so the engineer can determine which bolts will be replaced. The contractor can remove the rust by mechanical tools or sandblast whichever method he prefers. The bolts should be removed with a wrench however some bolts might require a cutting torch. If the torch is necessary, the contractor shall be cautious to restrict the heat of the torch so as to disturb as little of the surrounding metal and paint system as possible. Once the bolt and nut has been removed, the damaged paint around the bolt hole shall be cleaned to bare metal and reprimed as detailed for repair of failed areas as described elsewhere in these specifications. The bolt shall be Hex Head 5/8-11 NC by 1.5 inch, Stainless Steel with nut.

#### SP-3 SURFACE PREPARATION. FURNISHING AND APPLICATION OF PROTECTIVE COATINGS

#### General

This section covers the work necessary to prepare surfaces and furnish and install protective coatings on clarifiers Nos. 1 and 2. It is the intent that existing exposed and submerged metal surfaces be painted, whether specifically mentioned or not, unless specifically excluded.

#### Surfaces to be painted

Submerged metal: This system shall be used on all metal of the clarifier subject to submersion, including but not limited to the following:

- 1. Sludge rake arm assembly and supports.
- 2. Feedwell and supports.
- 3. Feedwell skimmer.
- 4. Collection box.
- 5. Skimmer arm and supports.
- 6. Scum box and supports.
- 7. Baffle and supports.
- 8. Launder trough and supports.
- 9. Launder trough weirs.
- 10. 24" diameter trough effluent pipe.
- 11. 42" diameter influent column (visible parts only)
- 12. 6" diameter scum effluent pipe.

Exposed metal: This system shall be used on all metal surfaces of the clarifier not subject to immersion, including but not limited to catwalk, drive platform and the supports.

It is not intended that the mechanism's be unbolted or disassembled, but it is required that all exposed submerged surfaces be blasted and paint coated to the MDFT as specified in these specifications.

#### Surfaces NOT to be painted

The following surfaces shall not be painted and shall be protected during surface preparation and painting:

- Nonferrous and corrosion resistant ferrous alloys such as copper, bronze, monel, aluminum, chromium plate, and stainless steel.
- 2. Nonmetallic materials such as glass, PVC, wood, porcelain, neoprene and plastic.
- 3. Perimeter guardrail.
- 4. Walkway galvanized surfaces.
- 5. Exercise special care to protect the bearing surfaces under walkway at center column from sandblast abrasive materials. Also do not paint the drive motor and gearbox.

#### Quality Assurance

At a minimum, the paint manufacturer's representative shall visit the job site during and after surface preparation and after the first coat of paint has been applied, and as may be required for quality assurance. On site visits will help determine compliance with the manufacturer's application recommendations and this specification. Visits will also be made, as necessary, to resolve field problems involving the manufacturer's products furnished under this contract. Visits by the manufacturer's representative will be coordinated with the engineer. Upon completion of the work, the contractor shall furnish the engineer written notice from the manufacturer's representative that each paint system used has reached final cure.

#### Inspection

The contractor shall give the engineer a minimum of one (1) work day advance notice of the start of any surface preparation work or coating application work. All such work shall be performed only in the presence of the engineer, unless the engineer has granted prior approval to perform such work in his/her absence.

Inspection by the engineer, or inspection waiver of a portion of the work, shall not relieve the contractor of the responsibility to perform the work in conformance with the specifications.

The contractor shall leave all staging up until the engineer has inspected and approved of the surface preparation or paint coatings. Staging removed prior to the engineers approval shall be replaced.

All phases of the work shall be available for inspection by the engineer or manufacturer' representative.

For all coatings subject to immersion, full cure must be obtained for the completed system prior to returning the clarifiers to service. Consult the coating manufacturer's written instructions for these requirements. The coating shall not be immersed for any purpose until completion of the curing cycle, as stated in writing by the manufacturer's representative.

#### Surface Preparation

All workmanship for metal surface preparation as specified shall be in strict conformance with the Current Steel Structures Painting Council (SSPC) Specifications as follows:

Solvent Cleaning	SP	1
Hand Tool Cleaning	SP	2
Power Tool Cleaning	SP	3
White Metal Blast Cleaning	SP	5
Commercial Blast Cleaning	SP	6
Brush-Off Blast Cleaning	SP	7
Pickling	SP	8
Near-White Blast Cleaning	SP	10

Wherever the words "solvent cleaning", "hand tool cleaning", "wire brushing", or "blast cleaning", or similar words of equal intent are used in these specifications or in paint manufacturer's specifications, they shall be understood to refer to the applicable SSPC specifications listed above.

Where OSHA or EPA regulations preclude standard abrasive blast cleaning, wet or vacu-blast methods may be required. Coatings manufacturers' recommendations for wet blast additives and first coat application shall apply.

The contractor shall comply with all applicable federal, state and local air pollution and environmental control regulations for blast cleaning and disposal of spent aggregate and debris.

The contractor shall prevent spent aggregate and debris from entering the existing hydrostatic relief valves and the sludge pocket on the concrete floor of the clarifier. The sludge pocket shall be covered to prevent the entry of such material. Maximum care should be taken by the contractor to protect the hydrostatic relief valves.

Alternatives to standard abrasive blast cleaning methods will be permitted subject to a review by the engineer.

Prepare failing areas in the existing coating with a near white blast cleaning, SSPC-10, clean and apply epoxy polyamide primer coat. Coverage to be 3 to 5 MDFT. After the recommended cure time on the repaired areas and in accordance with the manufacturer's recommendations prepare all immersed steel surfaces with a brush off blast cleaning in strict accordance with SSPC-7. The remaining surface shall be scarified, or deglossed to provide a 2.0 to 3.0 mils profile. Remove all loose paint back to a sound substrata. The project engineer will be the final judge of the readiness of the remaining paint surface to accept the new paint system.

#### Paint Application

The contractor shall furnish to the engineer, the manufacturers' written paint application specifications prior to painting. Cleaned surfaces and all coats shall be inspected by the engineer prior to applications of the next coat. All coatings and paints shall be applied in strict conformance with the manufacturers' recommendations, as approved by the engineer. Sufficient time shall be allowed between coats to assure thorough drying of previous coats, as outlined in the manufacturers' recommendations.

#### Film Thickness

Coverage is listed as either total minimum dry film thickness in mils (MDFT) or the spreading rate in square feet per gallon (SFPG). Per coat determinations are listed as MDFTPC or SFPGPC. The number of coats is the minimum required irrespective of the coating thickness. Additional costs may be required to obtain the minimum required paint thickness, depending on the method of application, differences in manufacturers' products, and atmospheric conditions. Maximum film build per coat shall not exceed the coating manufacturer's recommendations.

Film thickness measurements and electrical inspection of the coated surfaces shall be performed with properly calibrated instruments. Repaint and repair as necessary for compliance with the specifications. All coats will be subject to inspection by the engineer and the manufacturer's representative.

Particular attention shall be given edges, angles, flanges, etc. Special care shall be taken where insufficient film thicknesses are likely to be present, to insure proper coverage.

After repaired and repainted areas have dried sufficiently, final acceptance tests will be conducted by the engineer. Coating thickness, in mils, will be measured with a magnetic type dry film thickness gauge such as Mikrotest or Elcometer. Discontinuities and voids in the coatings, will be determined with an electrical holiday detector, low voltage, wet sponge type such as Model M-1, manufactured by Tinker and Rosor, San Gabriel, CA.

#### Damaged Coatings

Damaged coatings, pinholes, and holidays shall have the edges feathered and repaired in accordance with the recommendations of the paint manufacturer.

All finish coats, including touch-up and damage repair coats shall be applied in a manner which will present a uniform texture and color.

#### Unsatisfactory Application

In an improper finish color, or insufficient film thickness exists, the surface shall be cleaned and top coated with the specified paint material to obtain the specified color and coverage. The manufacturer and engineer shall furnish the surface preparation information for the repair.

All visible areas of chipped, peeled, or abraded paint shall be hand or power sanded, feathering the edges. The areas shall then be primed and finish coated in accordance with the specifications. A finish sanding and top coat may be required by the engineer, depending on the extent of the repair.

All work shall be free of runs, bridges, shiners, laps, or other imperfections. Evidence of these conditions shall be cause for rejection.

Any defect in the coating system shall be repaired by the contractor per written recommendations of the manufacturer.

#### Protective Coatings Systems

System No.	Title	Color
1	Failed Paint Areas	Red
2	Submerged Metal	Black
3	Exposed Metal	Beige

System No. 1 Prepare with SSPC-10, clean and apply epoxy polyamide primer coat. Coverage to be 5 MDFT.

System No. 2

Prepare by removing all loose paint and profile remaining primer using a SSPC-7 brush off blast cleaning. Apply a prime and a finish coat of 5 MDFT each of coal tar epoxy for a total of 10 MDFT.

System No. 3
Prepare by removing all loose paint and profile existing primer using a SSPC-7
brush blast cleaning. Apply a prime and finish coat of polyamide epoxy for a
total thickness of 10 MDFT.

#### Suggested Paint Specifications:

		Prime Coat	Finish Coat
System No. Tnemec Porter	1	Series 66-1211 epoxoline 7530 magna-line	
Porter	•	7550 magna 11	
System No.	2 - Total 10 MDFT		
Tnemec		Series 46H-413	46H-413
		hi-build tneme-tar	g -: - 7000
Porter		Series 7000 tarset	Series 7000
System No.	3 - Total 10 MDFT		
Tnemec		Series 66-1211 epoxoline	66-1211
Porter	5.0	7530 magna-line	7530

#### SP-4 MATERIALS

#### Material Delivery and Storage

All materials shall be delivered to the project site in unopened containers plainly showing the product name, date of manufacture, color, and manufacturer's name. All material shall be stored in accordance with the manufacturer's recommendations.

All paint and coating materials shall be kept sealed when not in use. Note: the cleanup requirements on page 20, environmental contamination will not be tolerated.

#### Warranty

The contractor and coating manufacturer shall warrant jointly and severally to the owner and guarantee the work under this section against defective workmanship and materials for a period of not less than one (1) year commencing on the date of final acceptance of the work.

#### Warranty Inspection

A warranty inspection of the paint system will be made within the warranty period. Any defects in the coating systems shall be repaired by the contractor, all associated costs shall be borne by the contractor.

#### Submittals

Submittals during construction shall be made in accordance with these Special Provisions. The following information shall be provided:

1. Data Sheets: The contractor shall submit to the engineer, a Paint System Data Sheet (PSDS), Technical Data Sheet, Material Safety Data Sheet (MSDS) and color samples for each product used. The required information shall be submitted on a system basis. The contractor shall also provide copies of the paint system submittals to the coating applicator. A sample PSDS is appended at the end of this section. Indiscriminate submittal of manufacturers' literature only will not be accepted.

#### Paint and Coatings Suppliers

The following suppliers are preapproved. Alternate suppliers will be considered, subject to approval by the engineer. The corporate office of the supplier is listed.

Carboline Coatings Company, St. Louis, MO Porter Coatings, Louisville, KY Tnemec Company, Inc., Kansas City, MO Valspar Corporation, Azusa, CA

#### Paint and Coatings Materials

The following paint products are listed according to their approximate order of appearance in the paint systems. Deviations from the specified paint systems must be submitted for the engineer's approval prior to use. The suppliers are as listed above.

All products submitted for use shall conform to all federal, state and local environmental and safety laws. Specific information may be secured through the local office of the Air Pollution Control Officer.

Product

Definition

Polyamide Epoxy

Polyamide epoxy coating

Coal-Tar Epoxy

Amine or polyamide type, 70% volume solids minimum, suitable for immersion service.

#### Paint Colors

Colors are as herein designated. Submit color chips for engineer's approval prior to shipment of paint to the work site.

#### SP-5 WORKMANSHIP

#### General

All materials of each paint system, including primer and finish coats, shall be produced by the same paint manufacturer. Thinners, cleaners, driers, and other additives shall be as recommended by the paint manufacturer.

#### Protection of Materials Not to be Painted

Provide clean plastic or canvas tarpaulin covers around perimeter of the clarifier drive head to prevent blasting dust from entering the clarifier drive head bearings, gears, motors and driving mechanism.

Remove mask or otherwise protect all hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery and other surfaces or facilities not intended to be painted. Provide drop cloths to protect adjacent surfaces, including grass and walkways. Protect working parts of all mechanical and electrical equipment from damage during surface preparation and painting. All openings in motors shall be masked to prevent paint or sandblasting materials from entering them.

Protect existing improvements, public and private, in surrounding area from damage by the contractor's operations. Protect existing concrete basin and appurtenances from damage. The contractor is liable for all damages and will repair or replace to existing or better conditions.

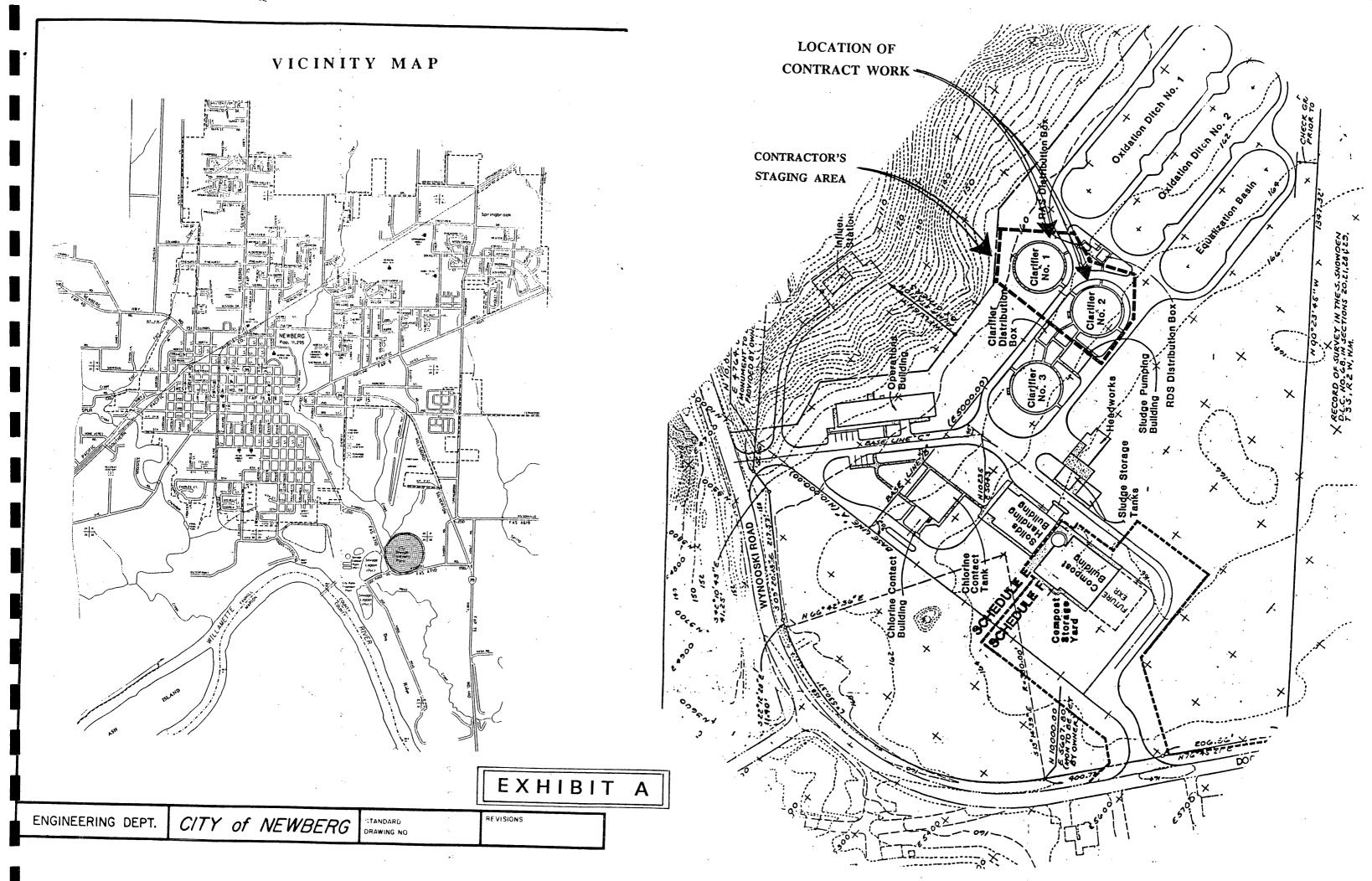
#### Weather Limitations

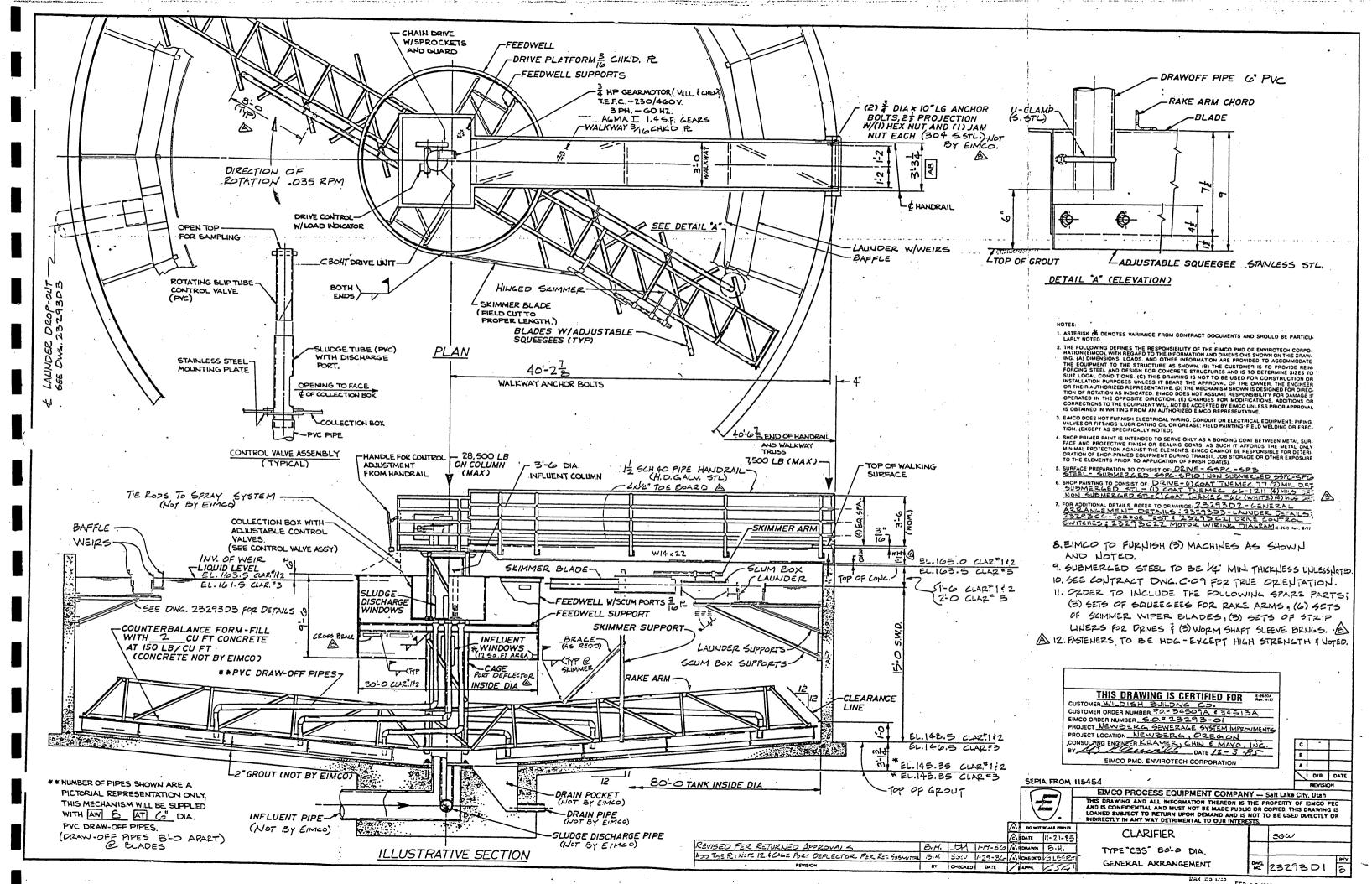
Paint shall not be applied in extreme heat, temperatures below 40 degrees F, nor in a dust or smoke laden atmosphere, damp or humid weather, as specified in the manufacturers' recommendations.

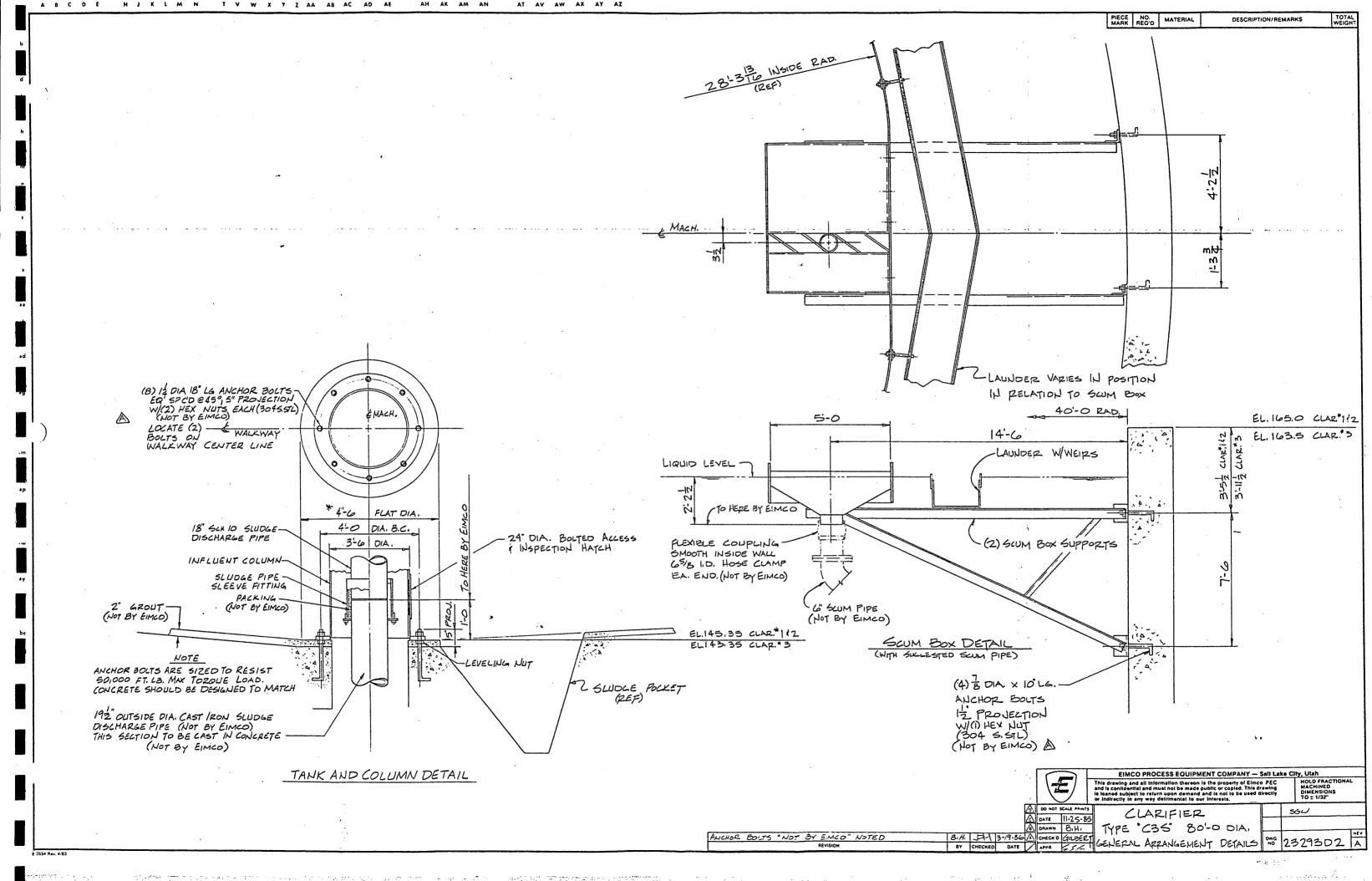
Abrasive blast cleaning shall not be performed when the relative humidity exceeds 85 percent, nor when the surface temperature is less than 5 degrees F above the dew point of the ambient air. Coating manufacturer's recommendations to be strictly adhered to. Metal surfaces shall be painted the same day they are sandblasted. Surfaces that have started to rust before they are painted shall be reblasted to specified requirements.

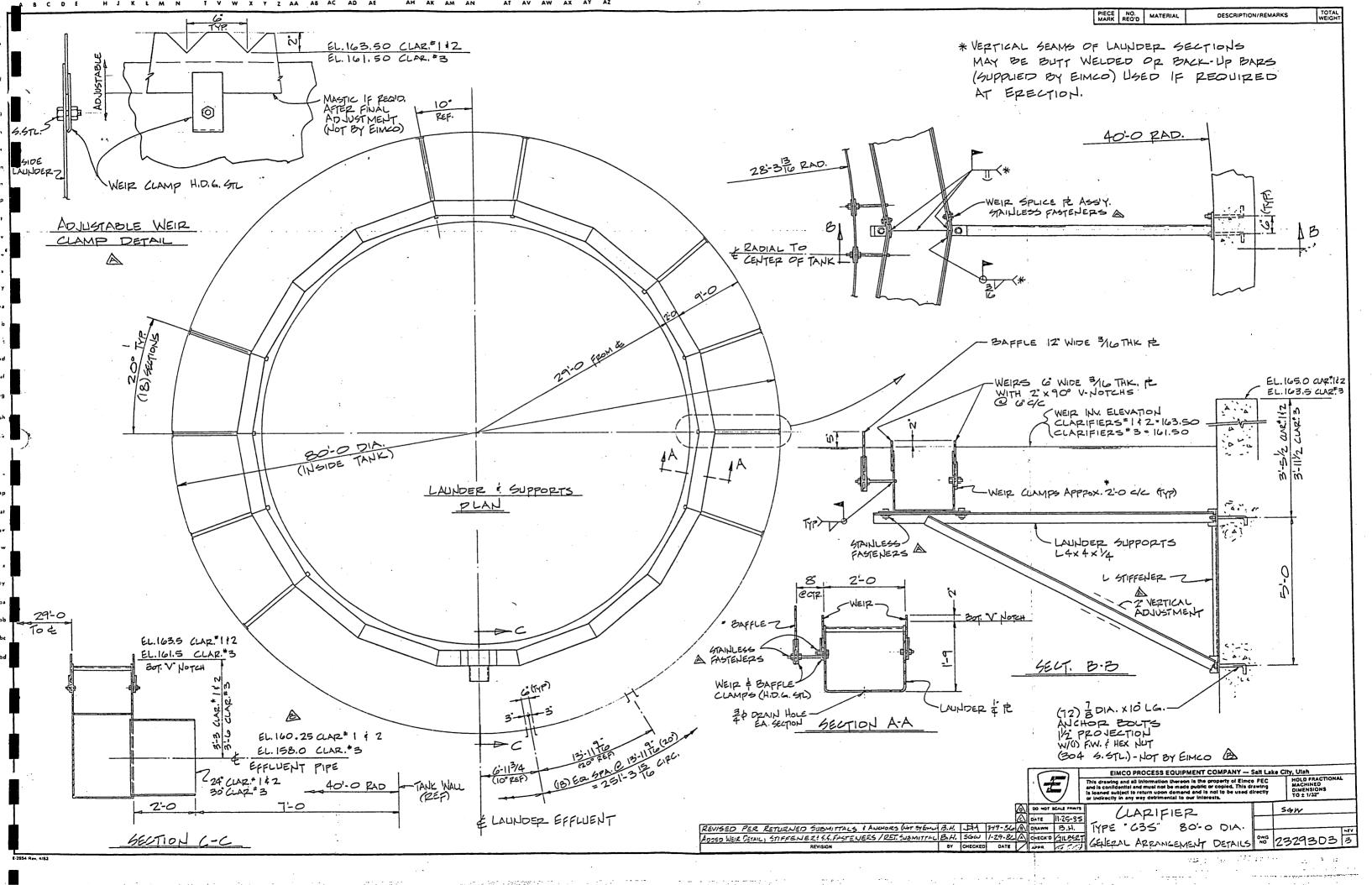
#### SP-6 CLEANUP

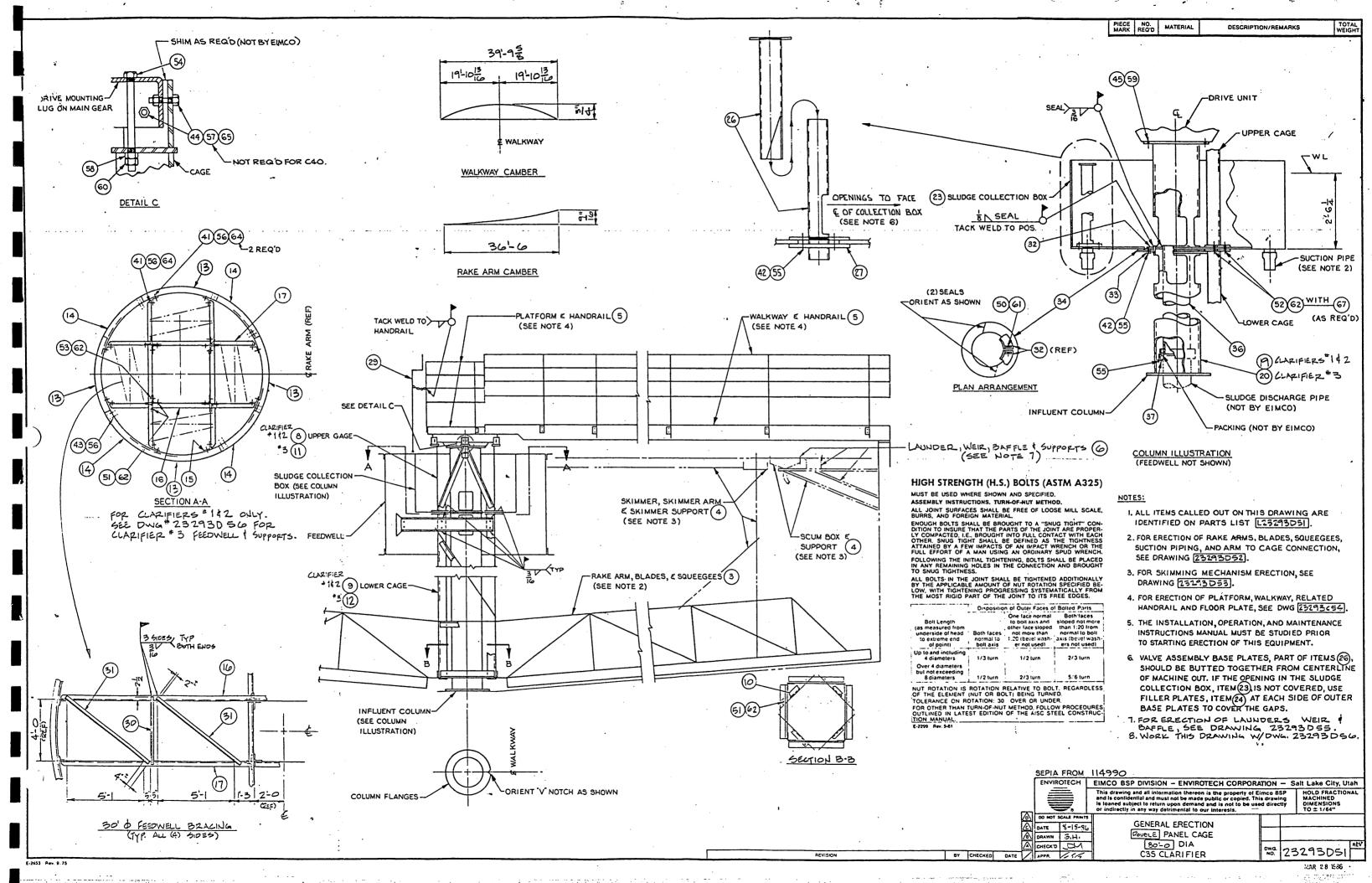
All cloths and waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site and disposed of in accordance with current Federal and State DEQ and EPA requirements. Paint spots, oil, or stains on adjacent surfaces and floors shall be completely removed, and the entire job left clean and acceptable to the engineer. Final payment will be withheld until cleanup has been approved by the engineer.

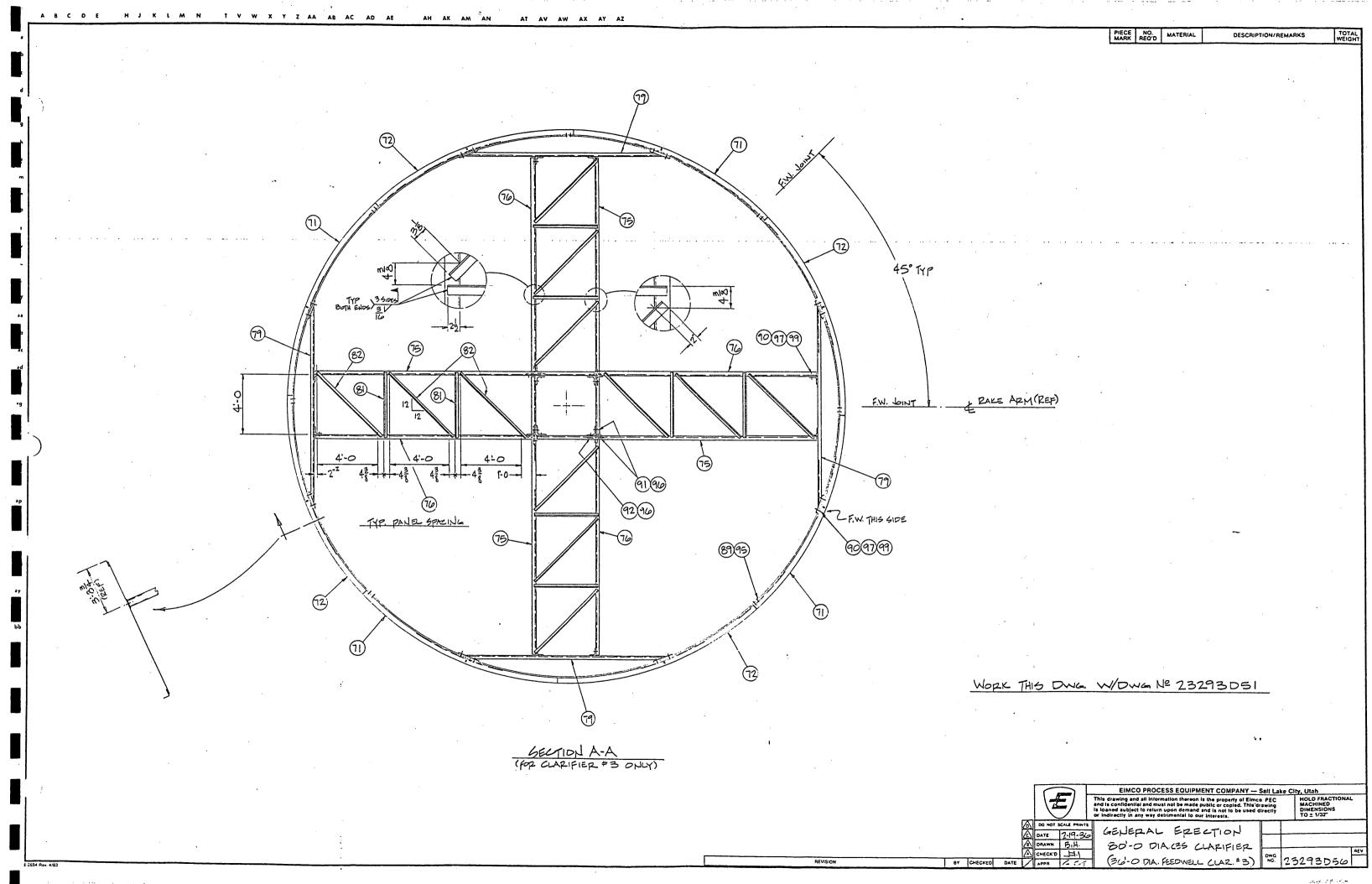


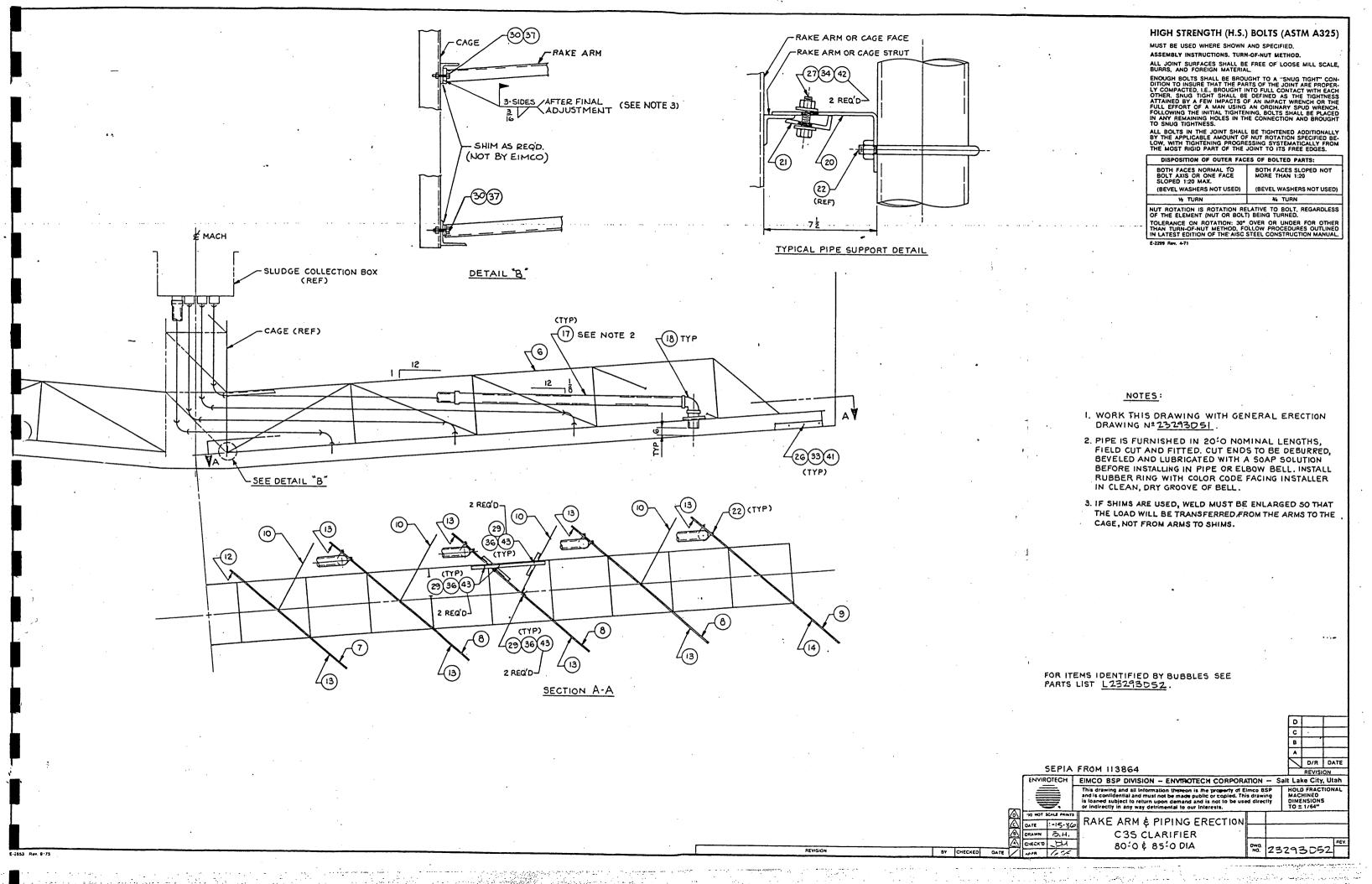


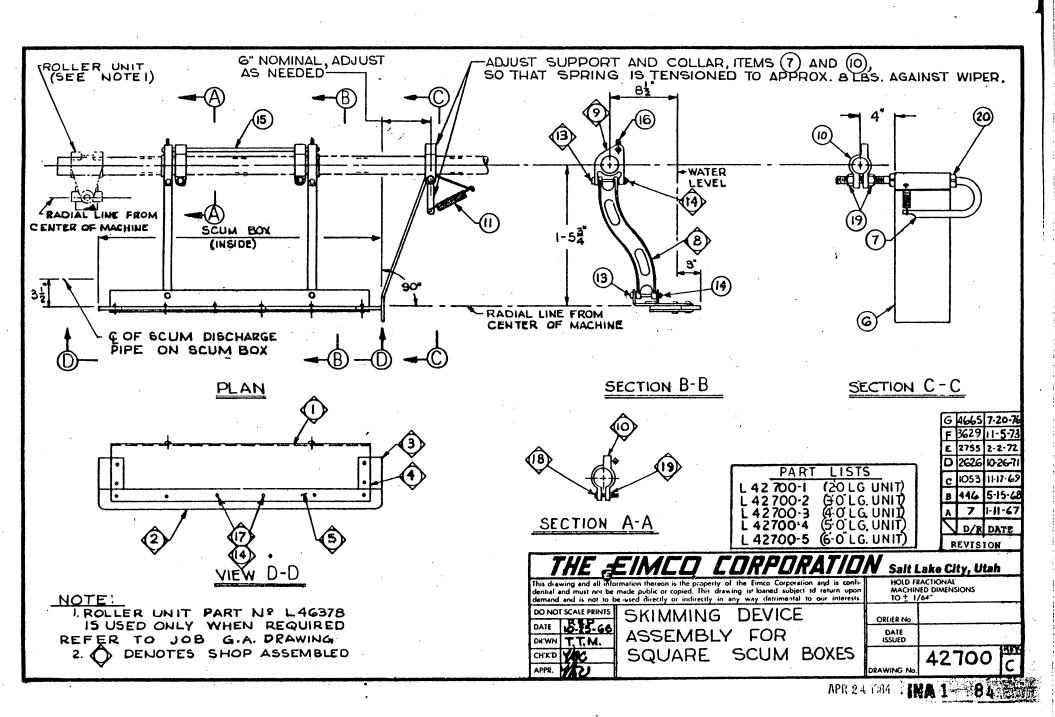


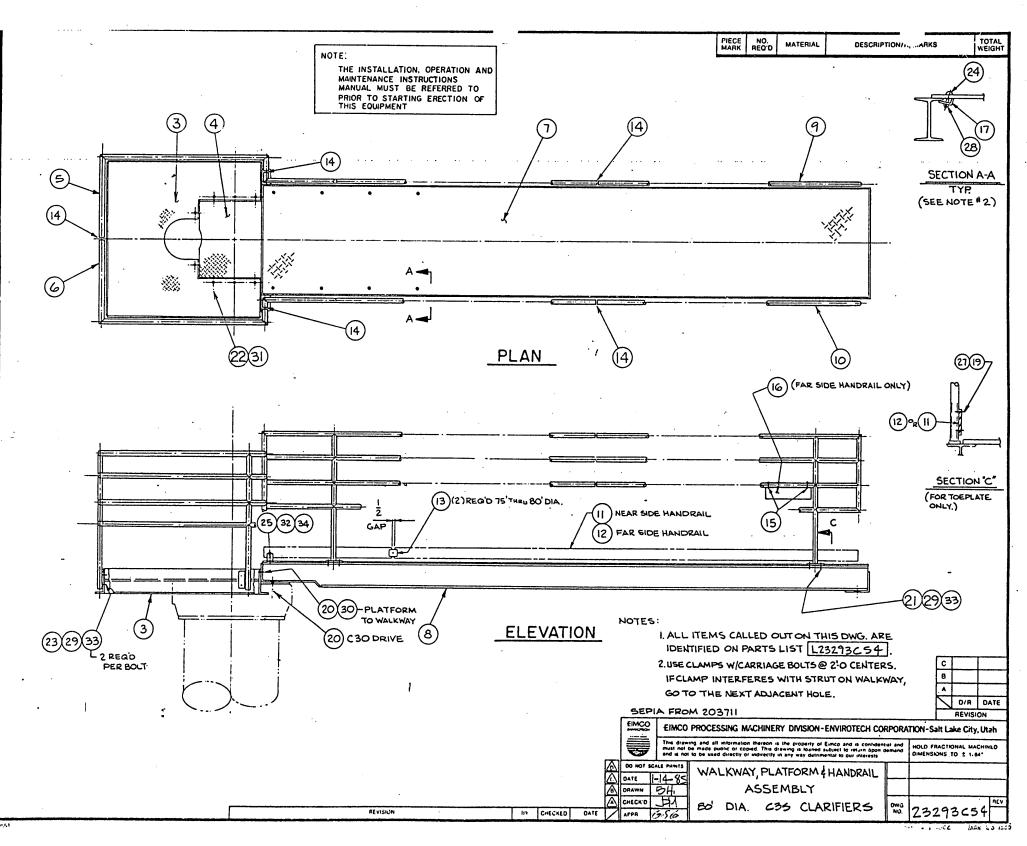


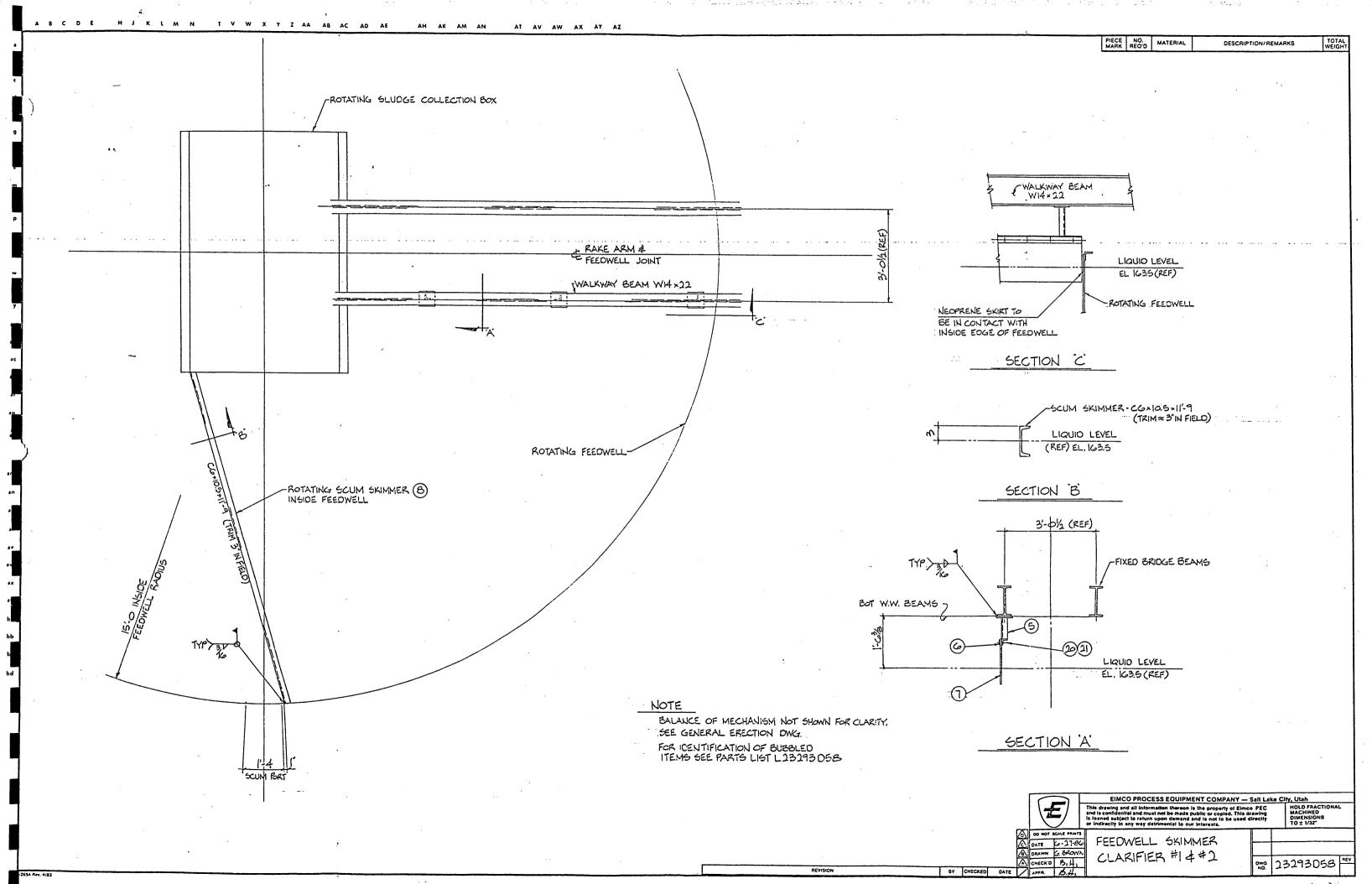












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