



4/21/95

**CITY OF NEWBERG
RIVER STREET
ASPHALT LEVELING PROJECT
CONTRACT DOCUMENTS
APRIL 1995**

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RIVER STREET ASPHALT OVERLAY PROJECT

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City of Newberg
ADVERTISEMENT FOR BIDS
RIVER STREET ASPHALT LEVELING

Sealed bids for the construction of the River Street Asphalt Leveling Project in the City of Newberg, Oregon addressed to the Community Development Director, 719 E. First St., Newberg, Oregon 97132, will be received by Community Development Director; until 4:00 p.m. prevailing time on the 21st day of April, 1995 at Community Development Building, 719 E. First St., Newberg, Oregon at which time and place all bids will be opened and publicly read aloud by the undersigned or his designated representative.

The estimated quantities of work are: 250 tons of Class D Asphalt Concrete Leveling Course and related work.

Plans and Specifications may be obtained at the office of the Community Development Director, 719 E. First St., Newberg, Oregon 97132 upon receipt of a non-refundable payment of \$25.00 for each set. Plans and specifications may also be examined at the same location.

Bidders must be prequalified. Those who are not prequalified with the City must file application no later than 5:00 p.m. prevailing time on the 20th day of April 1995.

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

All bidding shall comply with Presidents Executive Order No. 11246. All bidders shall comply with the applicable provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964.

Each bid must be submitted on the prescribed form in a sealed envelope, and clearly marked on the outside that it is a bid. Each bid must be accompanied by a certified check or bid bond payable to the City of Newberg, Oregon, in an amount of not less than 10 percent of the total amount of the bid submitted. The successful Bidder will be required to furnish a bond for faithful performance on the contract in the full amount of the contract price.

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

Greg Scoles
Community Development Director

BID

PLACE: CITY OF NEWBERG, OREGON

PROJECT: RIVER STREET ASPHALT LEVELING PROJECT

TO: MAYOR AND CITY COUNCIL
CITY OF NEWBERG, OREGON
719 E. FIRST STREET
NEWBERG, OREGON 97132

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

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

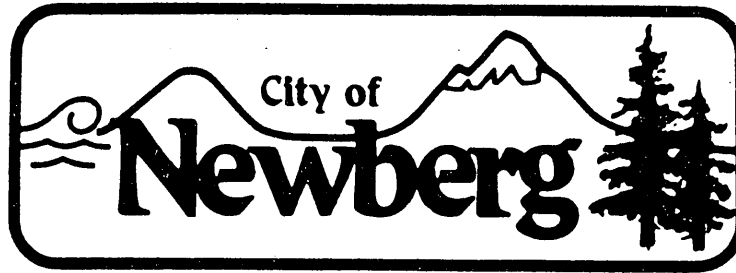
The Bidder further declares that the Bid is made according to the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid, and that the prices below are to cover all expenses incurred in performing the work required under the Contract Documents of which this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

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

The Bidder further agrees to begin work within ten calendar days after receipt of written "Notice to Proceed" of the owner and to fully complete the project within thirty (30) calendar days thereafter. 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.

Roger



City Manager
(503) 538-9421

City Attorney
(503) 537-1208

ADDENDUM NO. 1
RIVER STREET ASPHALT LEVELING PROJECT
April 19, 1995

414 E. First St.
Newberg, Oregon 97132

City FAX
(503) 538-5393

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

1. Schedule of Prices. Item 4, Leveling Course Asphalt.

Change estimated quantity to 375 tons.

2. Special Provisions. No. 4, Preleveling Hand Work.

This work is estimated to take approximately 20 tons of Class D asphalt. Close River Street and use detour signing.

3. Special Provisions. Add No. 7, Removal of Plant Growth.

The City will spray to kill plant growth in the street, with two applications if necessary. Growth dead or alive shall be removed by the contractor.

4. Special Provisions. Add No. 8, Manhole Adjustment.

There are several old manhole frames and covers on this street which are not standard size. If one of these needs to be raised pave over it then install a standard frame and cover with adjustment as required. This work will be paid as Extra Work.

5. Special Provisions. Add No. 9, Street Closure.

One segment of River Street may be closed at a time, as follows:

(1) 4th to North side of 9th (2) North side of 9th to 13th.

Bidders shall acknowledge on Page 3 of the Contract Documents that they have received this addendum by writing in Addendum number and date received.

Larry Anderson
Larry Anderson, P.E.
Engineering Manager

k:\wp\labb\specs\river.st\addendum.1

Building: 537-1240 • Community Development: 537-1210 • Finance: 537-1201 • Fire: 537-1230
Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1214 • Utilities: 537-1205
Municipal Court Fax: 537-1277 • Community Development Fax: 537-1272 • Library Fax: 538-9720

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

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.

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

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

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

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

The Bidder acknowledges receipt of the following addendum.

NO. 1 DATE 4/19/95 NO. _____ DATE _____
NO. _____ DATE _____ NO. _____ DATE _____

The name of the Bidder submitting this Proposal is MORSE BROS., INC.

doing business at P.O. Box 7 LEBANON OR 97355
Street City State Zip

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

BIDDER'S PERFORMANCE BOND STATEMENT

MORSE BROS., INC., hereinafter referred to as Contractor, is
(Name of Contractor)

submitting a bid to the City of Newberg pursuant to the latter's advertisement for bids dated April 1995 for the River Street Asphalt Leveling Project.

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

Contractor understands and agrees if Contractor fails to provide the performance bond, the Owner will reject such bid and the bid bond or security submitted with the subject bid will be forfeited. The Surety requested to issue the Performance Bond will be Safe Co. Ins. Co.
(Surety Company)

Contractor hereby authorizes Safe Co. Ins. to disclose any information to the Owner
(Surety Company)

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

In witness thereto the undersigned has set his hand this ____ day of _____ 1995.

Signature of Bidder

Title

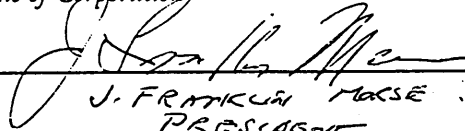
(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and the seal affixed by its duly authorized officers this 19 day of April 1995.

MORSE BROS., INC.

Name of Corporation

By


J. FRANKLIN MORSE
PRESIDENT

Title

Attest


Secretary STEPHEN FREY
ASSISTANT SECRETARY

**RIVER STREET ASPHALT LEVELING PROJECT
SCHEDULE OF PRICES**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE IN FIGURES	UNIT PRICE IN WRITING	TOTAL AMOUNT
1	Mobilization	L.S.	L.S.	<u>1650</u>	<u>One thousand six hundred fifty \$</u>	<u>1650</u>
2	Detour Signing	L.S.	L.S.	<u>1250 750</u>	<u>Twelve hundred fifty Dollars</u>	<u>750 1250</u>
3	Tack coat, CSS-1 Emulsified Asphalt	6	TON	<u>10 ⁰⁰</u>	<u>Ten Dollars</u>	<u>60</u>
4	Leveling course Asphalt, Class D	<u>375 250</u>	TON	<u>42 ⁰⁰</u>	<u>Forty two Dollars</u>	<u>15750</u>
5	Adjust Manhole	<u>6</u>	EACH	<u>100 ⁰⁰</u>	<u>One hundred Dollars</u>	<u>600</u>
TOTAL BID					<u>Minotrix Three</u> <u>Eighteen thousand Eight</u> <u>Hundred Ten Dollars</u>	<u>15750 19310 ⁰⁰</u>
CONTRACTOR NAME					<u>Morse Bros Inc.</u>	
ADDRESS					<u>Po Box 7 Lebanon OR 97355</u>	
PHONE/FAX					<u>451 5141</u>	
SIGNATURE					<u>John Callahan</u>	

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 19 day of MAY, 1995, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and

MORSE BROS., INC.

of PO BOX 7

LEBANON OR 97355

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 **River Street Asphalt Leveling Project** to the extent of the Bid made by the Contractor on the 19 day of APRIL, 1995, all full compliance with Contract Documents referred to herein.

The Advertisement for Bid, the signed copy of the Bid made by the Contractor, the fully executed Performance and Payment Bond, the General Provisions, the Special Provisions, the Technical Provisions, entitled **River Street Asphalt Leveling Project** dated April 1995, are hereby referred to and, by reference, made a part of this Contract as fully as if the same were completely set forth herein.

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

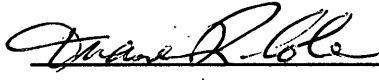
The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

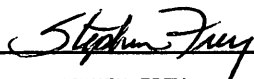
In the event that the Contractor shall fail to complete the work within the time limits or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of One Hundred and Fifty Dollars per consecutive calendar day. Sundays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

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

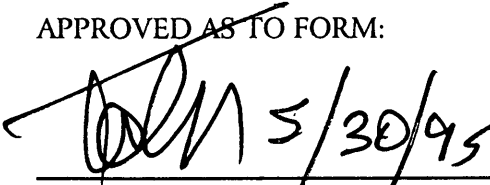
CITY OF NEWBERG, OREGON

By 
City Manager
Title

CONTRACTOR MORSE BROS., INC.

By 
STEPHEN FREY
ASSISTANT SECRETARY
Title

APPROVED AS TO FORM:

 5/30/95
City Attorney

PERFORMANCE - PAYMENT BOND

BOND NO. 5805508

KNOW ALL MEN BY THESE PRESENTS: That we MORSE BROS., INC.

A CORPORATION hereinafter called "Principal" and SAFECO INSURANCE COMPANY OF AMERICA
(Corp., Partnership, or Individual)

of SAFECO PLAZA, SEATTLE, State of WASHINGTON, herein after called "Surety", are held firmly bound unto the City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of NINETEEN THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS Dollars (\$19,310.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated this 18TH day of MAY, 1995, a copy of which is hereto attached and made a part hereof for the construction of the River Street Asphalt Leveling 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 18TH day of MAY 1995.

X Stephen Frey
(Principal) Secretary STEPHEN FREY
ASSISTANT SECRETARY

MORSE BROS., INC.
Principal

X J. Franklin Morse (S)
J. FRANKLIN MORSE
PRESIDENT
P.O. Box 7, Lebanon, OR 97355
(Address - Zip Code)

(SEAL)

Luan Donnelly
Witness as to Principal
P O Box 7
Lebanon OR 97355
(Address - Zip Code)

ATTEST

(Surety) Secretary

SAFECO INSURANCE COMPANY OF AMERICA
Surety

By Laurie A. Cassel
Attorney-in-fact
LAURIE A. CASSEL

(SEAL)

Heidi L. Breeden
Witness as to Surety HEIDI L. BREEDEN

1175 MAIN STREET, LEBANON, OR
(Address - Zip Code) 97355

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



POWER
OF ATTORNEY

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

No. 4844

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint
*****JEFFREY N. KING; BARRY L. JOHNSON; LAURIE A. CASSEL, Lebanon, Oregon*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 24th day of March, 19 95.


R.A. PIERSON, SECRETARY


DAN D. McLEAN, PRESIDENT

CERTIFICATE

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

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

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

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

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

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

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

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

this 18TH day of MAY, 19 95.




R.A. PIERSON, SECRETARY

GENERAL PROVISIONS

**CITY OF NEWBERG
RIVER STREET ASPHALT LEVELING PROJECT**

APRIL 1995

GENERAL PROVISIONS

SECTION 1.00 DEFINITIONS AND TERMS

Terms used or referred to herein are defined as follows:

1.01 BID

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

1.02 BIDDER

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

1.03 CHANGE ORDER

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

1.04 CONTRACTING AGENCY

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

1.05 CONTRACT

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

1.06 CONTRACTOR

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

1.07 ENGINEER

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

1.08 HOUSE CONNECTION SEWER

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

GENERAL PROVISIONS

1.09 HOUSE SEWER

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

1.10 INSPECTOR

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

1.11 LABORATORY

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

1.12 LINEAL FOOT

Horizontal measurement as determined by engineers' station.

1.13 MAJOR ITEM

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

1.14 NOTICE TO PROCEED

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

1.15 PERSON

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

1.16 PLANS

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

1.17 PROPOSAL GUARANTY

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

GENERAL PROVISIONS

1.18 REFERENCE SPECIFICATIONS

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

1.19 ROADWAY

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

1.20 SANITARY SEWER

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

1.21 SEWER

A pipe or conduit that carries wastewater or drainage water.

1.22 SPECIAL PROVISIONS

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

1.23 SPECIFICATIONS

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

1.24 STANDARD DRAWINGS

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

1.25 STATE

The State of Oregon.

1.26 STORM SEWER

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

GENERAL PROVISIONS

1.27 STREET

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

1.28 SURETY

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

1.29 UTILITY

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

1.30 WORK

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

1.31 ABBREVIATIONS AND SYMBOLS

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

SECTION 2.00 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 INTERPRETATION OF PLANS AND SPECIFICATIONS

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

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

2.02 FIELD CONDITIONS

Logs of test holes, ground water levels, and any accompanying soil reports as furnished by the Contracting Agency are furnished for general information only. The field conditions so set forth shall not constitute a representation or warranty, expressed or implied that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the site conditions. The Contracting Agency will not be liable for any loss sustained by the Contractor as a result of any variance between conditions as set forth in the soil reports or as shown by the logs of test

GENERAL PROVISIONS

holes and the actual conditions revealed during the progress of the work or otherwise.

2.03 CONTRACT DOCUMENTS

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

2.04 TYPE OF BID

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

2.05 PREPARATION OF BIDS

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

Any Bid shall be deemed informal which contains omissions, erasures, alterations or additions of any kind, or items uncalled for, or in which any of the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Advertisement for Bids.

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

2.06 SUBMISSION OF BIDS

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

2.07 WITHDRAWAL OF BID

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

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2.08 BID SECURITY

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

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

2.09 CONDITIONS OF WORK

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

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

2.10 PREQUALIFICATION OF BIDDERS

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

SECTION 3.00 AWARD AND EXECUTION OF CONTRACT

3.01 AWARD OF CONTRACT

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

Unless otherwise stated in the Special Provisions or in the Advertisement for Bids the contract will be awarded within the forty-five (45) days after the opening of Bids to the lowest bidder meeting the qualifications required by law, including but not limited to the law relating to prequalification of

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bidders, and the requirements stated in the advertisement for bids, and instructions to bidders, and/or the specifications, and whose bid complies with all the prescribed requirements unless all bids are rejected. The Contracting Agency reserves the right to reject any and all bids and no bid shall be considered as being binding upon the Contracting Agency until the execution of the Contract; and failure of the Awardee to properly execute the awarded contract and furnish acceptable bonds and insurance as provided herein, shall be just and sufficient cause for the annulment of the award and the forfeiture of his proposal guaranty.

3.02 EXECUTION OF CONTRACT

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

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

3.03 CONTRACT BONDS

Prior to the execution of the Contract, the Contractor shall file with the Contracting Agency a Performance Bond in the amount and for the purposes noted below, duly executed by a responsible corporate surety authorized to issue such bonds in the State of Oregon, which bond must in all respects comply with ORS 279.029 and ORS 279.526 Et. Seq. inclusive, and be satisfactory and acceptable to the Contracting Agency and he shall pay all premiums and costs thereof and incidental thereto to keep such bond in full force until one year after acceptance of the work in writing by the Contracting Agency.

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

Provided the Contractor shall faithfully and truly observe and comply with the terms, conditions, and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken, and within the time prescribed therein or as extended as provided in the applicable Standard Specifications, and shall indemnify and save harmless the Contracting Agency, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the Contractor or his subcontractors: equipment, supplies, labor, or materials for the prosecution of the work, or any

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part thereof, provided for in said contract, and shall pay all contributions or amounts due the State Industrial Accident Fund and the State Tax Commission; and shall pay all other debts, dues and demands incurred in the performance of the said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

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

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

3.04 PROTECTIVE LIABILITY INSURANCE REQUIREMENTS AND PROPERTY INSURANCE

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

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

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

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

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

3.05 CONTRACTING AGENCY'S IMMUNITY FROM LIABILITY

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

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

3.06 INDUSTRIAL ACCIDENT INSURANCE

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

SECTION 4.00 SCOPE OF WORK

4.01 INTENT OF CONTRACT

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

4.02 PLANS, SPECIFICATIONS AND WORK

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

Specifications and plans referred to in any of the contract documents shall be considered as being included in the document in which such reference is made. A reference to a particular specification or standard drawing in the contract documents shall refer to the version that is in force at

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the time of advertisement for bids.

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

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

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

4.03 PLANS AND SHOP DRAWINGS

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

When shop drawings are required in the various sections of the specifications or are requested by the Engineer, they shall be prepared in accordance with standard engineering practice. Shop drawings shall be of sufficient size and scale to clearly illustrate all details. Unless otherwise specified, shop drawings shall be submitted in quadruplicate to the office of the Engineer for approval or correction not less than 30 days before approved drawings will be required. One set will be returned to the Contractor marked "approved" or "approved as corrected". If changes are required, four copies of corrected shop drawings shall be delivered to the Engineer. No materials shall be furnished or work done on items requiring shop drawings prior to approval. Approval of shop drawings shall not relieve the Contractor from responsibility for errors or omissions of any sort in the shop drawing.

4.04 CHANGES AT THE CONTRACTOR'S REQUEST

Provision has been made in the specifications for certain specific changes in methods of construction which may be made at the Contractor's request and upon approval of the Engineer. Changes in the drawings and specifications, other than those specified herein, which do not materially affect the work, and which are not detrimental to the work or to the interests of the Contracting Agency as determined by the Engineer, may be granted to facilitate the work of the Contractor when such changes are requested in writing and submitted to the Engineer for approval. In the event such changes are granted, the changes shall be made without additional cost to the Contracting Agency, and the Contracting Agency reserves the right to receive an equitable adjustment in the contract price or contract time as a consideration for authorizing any such change.

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4.05 ALTERATION OF QUANTITIES AND EXTRA WORK

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

4.06 ALTERATION OF QUANTITIES

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

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

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

4.07 LABOR

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

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4.08 EXTRA WORK

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

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

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

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

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

4.08A LABOR

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

4.08B MATERIALS

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

- a. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for actual costs incurred in the handling of such materials will be permitted.

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- b. If the materials are obtained from a supplier or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current price of such materials delivered to the job site, whichever price is lower.
- c. The Contracting Agency reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such furnished materials.

4.08C EQUIPMENT RENTAL

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

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

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

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

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

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

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

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

- a. Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original

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location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

b. Equipment Not on the Work - For the use of equipment moved in for the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid rental rates as agreed to, as provided in Section 4.08C above, and for the cost of transportation of the equipment to the location of the work and its return to its original location, all in accordance with the following provisions.

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

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

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

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

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

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

4.08D RECORDS

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

The Contractor shall furnish to the Engineer daily reports in duplicate of the extra work to be paid for on a force account basis. The reports shall itemize the materials used and shall set forth the direct cost of labor and the charges for equipment rental whether furnished by the Contractor, or subcontractor. The reports shall provide all names or identifications and classifications of workmen,

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the hourly rate of pay and hours worked together with the size, type, and identification number of equipment and hours of equipment operation. All reports shall be signed by the Contractor or his authorized representative.

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

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

4.09 CLEANUP AND DUST CONTROL

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

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

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

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

4.10 VERMIN CONTROL

At the time of occupancy by the Contracting Agency, any structure or structures entirely constructed under the contract shall be free of rodents, insects, vermin and/or pests. Extermination work as may be necessary shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a licensed agency and in

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accordance with the requirements of governing authorities. The Contractor shall be responsible for any injury to persons or property resulting from extermination work.

4.11 SANITARY PROVISIONS

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

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

SECTION 5.00 CONTROL OF WORK

5.01 SUPERVISION AND INSPECTION

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

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

The Contractor shall be fully responsible for providing proper supervision and sufficient labor and equipment to accomplish the work and to complete the work within the contract time. The Contractor shall notify the Engineer 24 hours prior to commencing any work, or resuming work after shutdowns, except for normal resumption of work following Saturdays, Sundays, or Holidays. The Contractor shall maintain a local telephone for the duration of the contract, at his own expense, where he or his authorized representative may be reached directly or by message at all times; during and outside of working hours.

5.02 COOPERATION WITH OTHERS

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

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

5.03 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

The Contractor shall perform the work of the contract so that it will properly coordinate with and fit the work performed by other contractors. He also shall give the other contractors every reasonable opportunity to perform their work, store materials, and place equipment therefor, and fit their work to the work of other contractors. He shall furnish to the other contractors all information necessary in order that they may properly connect and fit their work to his and in ample time, so that they may have reasonable opportunity to prepare their work accordingly. He shall make the work of the contract ready to receive the work of the other contractors at the time fixed therefor, and shall fit this work to that of the other contractors at the times fixed therefore.

5.04 UTILITIES

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

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

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

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

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has been completed.

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

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

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

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

5.05 BY OTHER THAN THE CONTRACTOR

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

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

5.06 BY THE CONTRACTOR UNDER A SPECIFIC CONTRACT ITEM

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

The drawings and detailed specifications will give the construction details for the work, and unless the time at which the work must be done is specified in the detailed specifications, the Contractor shall coordinate with the Engineer in respect to when the work is to be done.

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5.07 BY THE CONTRACTOR BUT NOT UNDER A SPECIFIC CONTRACT ITEM

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

5.08 BY THE CONTRACTOR - SERVICE CONNECTIONS (EXCEPT SANITARY SEWER)

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

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

5.09 BY THE CONTRACTOR FOR HIS OWN CONVENIENCE

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

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

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

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

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

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

5.11 RESPONSIBILITY OF THE CONTRACTOR

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

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

5.12 DELAYS CAUSED BY FAILURE TO RELOCATE UTILITIES

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

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

5.13 PERMANENT SURVEY MARKERS

The Contractor shall notify the Engineer not less than seven days prior to starting work in order that the Engineer may take necessary measures to insure the preservation of survey monuments, stakes, and bench marks. The Contractor shall not disturb permanent survey monuments, stakes or bench marks without the consent of the Engineer, and shall notify Engineer and

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bear the expense of replacing any that may be disturbed without permission. Replacement shall be done or arranged for only by the Engineer.

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

5.14 LOT STAKES

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

5.15 SURVEY SERVICE

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

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

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

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

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

5.16 PRIVATE ENGINEERS

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

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5.17 LINE AND GRADE

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

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

5.18 PRESERVATION OF PROPERTY

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

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

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

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

5.19 DAMAGE TO RAILROADS

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

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provide such trackwalkers and flagmen as the said owners and officials may deem necessary for the adequate protection of the railroad property and train service.

The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience or delay which may result from the carrying out of the work to be done under this contract, and if the SPECIAL PROVISIONS so specify, he shall give bond or insurance in the amount therein specified to each corporation, company, partnership, or individual owning or operating any of the properties affecting, in guarantee of this responsibility. Any extension of time granted the Contractor in which to complete the contract shall not relieve him or his surety from this responsibility.

5.20 PROTECTION OF MATERIALS AND WORK

The Contractor shall provide and maintain substantial and adequate protection as necessary to protect new or existing work, and all items of equipment and furnishings, for the duration of the contract, except that by the Contracting Agency action the contractor may be relieved of certain responsibilities for maintenance and protection of completed portions of the work as provided under Section 5.23, hereof.

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

5.21 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

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

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

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

Materials shall not be stored in streets, roads, or highways for longer than four working

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

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

5.23 HISTORICAL AND ARCHAEOLOGICAL REPORTS

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

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

5.24 LIGHT, POWER, AND WATER

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

SECTION 6.00 CONTROL OF MATERIALS

6.01 MATERIALS AND WORKMANSHIP

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

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

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used until approval in writing has been given by the Engineer.

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

6.02 TEST OF MATERIALS

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

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

6.03 TRADE NAMES AND EQUALS

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

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

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

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Contractor shall furnish and install the item specified or indicated by name.

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

SECTION 7.00 RESPONSIBILITY TO THE PUBLIC

7.01 PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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7.02

DETOURS

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

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

1. One day duration
 - (a) Passable - no gravel but graded
 - (b) Water and maintain smooth and dust free
2. One day to one week duration
 - (a) Gravel
 - (b) Water and maintain smooth and dust free
3. More than one week - if on a major or secondary arterial street (if on a collector street, treatment No. 2 above will suffice)
 - (a) Gravel 2 in. and graded
 - (b) Penetration with a minimum of .30 gal. per square yard MC70
 - (c) Maintain with patching of chuck holes
4. General Conditions
 - (a) If maintenance is not performed, the Contracting Agency will do the maintenance and bill the Contractor at rates specified in Section 4.08 and 4.09.
 - (b) When directed by the Engineer detours shall be removed and all ditches, etc. restored before the permit is closed out. If restoration is delayed more than one week after completion of work, the Contracting Agency will restore the area and bill the Contractor.
 - (c) Before pavement is cut, the Engineer must approve the construction and barricading.
 - (d) Provisions for public convenience and public safety shall be maintained in compliance with Section 7.01 through 7.03 hereof.

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

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7.03 PUBLIC SAFETY

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

All warning signs, barriers, barricades, lights and performance of flagmen shall conform to the "Oregon Manual on Uniform Traffic Control Devices for Streets and Highway" issued by the Oregon State Highway Department; local ordinances; and existing published rules and/or traffic control manuals and regulations of the Contracting Agency.

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

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

7.04 FIRE HYDRANTS

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

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

7.05 USE OF EXPLOSIVES

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

7.06 SAFETY

Construction materials, equipment, methods and workmanship shall be in accordance with applicable local ordinances and State laws. The Contractor shall comply with the lawful orders

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and codes issued by the Workmen's Compensation Board of the State of Oregon.

7.07 LABOR

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

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

7.08 NONDISCRIMINATION OF LABOR

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

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

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

7.09 MINIMUM WAGE, PAYMENT OF LABORERS AND MATERIALMEN

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

The provisions of this law do not apply to workmen or to persons regularly employed on a

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

If the wage paid by any contractor or subcontractor to workmen is based on a period of time other than an hour, the hourly wage shall be mathematically determined by the number of hours worked in that period. The "locality", for the purposes hereof, shall be the largest city in the county or counties in which the work under the contract is performed.

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

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

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

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

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

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

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

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

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

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

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

7.11 PERMITS AND LICENSES

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

7.12 CLEARING AND BURNING PERMITS

The Contractor shall comply fully with ORS 477.685 which reads, in part, as follows:

"(1) Before clearing any right-of-way for any highway or railroad, or any power, commercial

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telegraph or telephone line, or for any transmission or transportation utility right-of-way on any forest land, whether upon his land or that of another, where the clearing would constitute a fire hazard, every person shall file with the forester a general description of the right-of-way to be cleared. The forester shall issue a written permit for such clearing. The permit shall set forth the precautionary conditions and manner under which the clearing shall be done."

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

7.13 LICENSING OF CONTRACTORS

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

7.14 PATENTS, FEES OR ROYALTIES

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

7.15 LIABILITY FOR MONIES DUE STATE COMMISSIONS

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

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

7.16 LIABILITY FOR AMOUNTS DUE HOSPITAL ASSOCIATIONS, ETC.

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

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

GENERAL PROVISIONS

7.17 CONTRACTOR'S CONSTRUCTION EQUIPMENT

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

7.18 RIGHT-OF-WAY

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

SECTION 8.00. PROSECUTION AND PROGRESS

8.01 PROGRESS OF THE WORK

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

8.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

8.03 SUSPENSION OF WORK

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

If through the fault of the Contracting Agency, the Contractor must suspend operations and incurs expenses or sustains losses which could not have been avoided by the judicious handling of forces and equipment, and if by a diligent prosecution of the work he could not have completed the

GENERAL PROVISIONS

work before such suspension, the Contractor will be paid such amounts as may be agreed between the Contractor and the Contracting Agency to be a fair and reasonable compensation and a commensurate extension of contract time will be granted.

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

8.04 TIME OF COMPLETION

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

Credit for inclement weather or interference from utility relocation or alteration work will be allowed only when the Contractor is prevented by such weather or utility work or conditions resulting immediately therefrom, from proceeding for at least five hours with at least 75% of the normal labor and equipment force engaged in the current controlling operation or operations. The current controlling operation or operations is to be construed to include any feature of the work which, if delayed at the time being considered, could delay the completion of the work beyond the contract period.

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

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

8.05 LIQUIDATED DAMAGES

It is agreed by the parties of the contract that in case all of the work required under the terms of this contract is not completed within the number of calendar days as specified therefor in the contract or any lawful extension thereof as provided herein, damage will be sustained by the

GENERAL PROVISIONS

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

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

In the event that the Contractor is directed to perform extra or additional work, the number of calendar days specified in the contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra or additional work bears to the original contract value. Should the nature of the extra or additional work be such that the Contractor believes that a longer time extension should be granted than that computed by the above procedures, he may notify the Engineer in writing. The Contracting Agency may grant such additional time extension as it feels warranted.

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

8.06

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

The Contractor shall give his personal attention and supervision to the work until same

GENERAL PROVISIONS

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

8.07 PROVISIONS RELATIVE TO DEFAULT BY CONTRACTOR

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

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

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

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

8.08 TERMINATION OF CONTRACT

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

8.09 ADVERTISING

No advertising matter shall be attached or painted on surfaces of buildings, fences or canopies, except the names of contractors and subcontractors, with their addresses and the designation

GENERAL PROVISIONS

of their particular branch may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Engineer.

8.10 ASSIGNMENT

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

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

8.11 SUBCONTRACTS

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

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

8.12 CERTIFICATE OF COMPLIANCE

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

1. Not less than the prevailing rates of wages as ascertained by the Contracting Agency has been paid to laborers, workmen and mechanics employed on this work;
2. There have been no unauthorized substitutions of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Engineer prior to the start of such subcontracted work;
3. No subcontract was assigned, transferred to, or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the Engineer together with the names of all subcontractors.
4. All claims for material and labor and other service performed in connection with

GENERAL PROVISIONS

these specifications have been paid.

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

SECTION 9.00 MEASUREMENT AND PAYMENT

9.01 METHODS OF MEASUREMENT

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

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

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

9.02 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORKS

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

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

9.03 UNITS OF MEASUREMENT

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

9.04 CERTIFIED WEIGHTS

When payment is specified to be made on the basis of weight, the weighing shall be done on certified platform scales licensed in accordance with Chapter 618 Oregon Revised Statutes.

GENERAL PROVISIONS

The Contractor shall furnish the Engineer with licenses issued with the information required by Chapter 618 Oregon Revised Statutes. The Contractor shall pay all costs, if any, in connection with obtaining said information. The Contracting Agency will accept the certificates as evidence of the weight delivered.

9.05 PAYMENT

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

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

In accordance with ORS Chapter 279, from each progress and final estimate, except on contracts for County roads and bridges, or unless otherwise required by the SPECIAL PROVISIONS, applicable Federal or State laws or local ordinances, 5% will be deducted and retained by the Contracting Agency, and the remainder less the amount of all previous payments will be paid to the Contractor.

At the expiration of 30 days from the date of acceptance of the work by the Contracting Agency, provided that the Contractor has furnished the Contracting Agency satisfactory receipts for all labor and material bills and waivers or liens from any and all persons holding claims against the wage rates as required by Section 279.354, Oregon Revised Statutes, the amount deducted from the final estimate and retained by the Contracting Agency will be paid to the Contractor, with the exception of such amounts as are required by law to be further retained.

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

SECTION 10.00 REQUIREMENTS OF OREGON LAW FOR PUBLIC CONTRACTS

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

SPECIAL PROVISIONS

**CITY OF NEWBERG
RIVER STREET ASPHALT LEVELING PROJECT**

APRIL 1995

SPECIAL PROVISIONS

1. LENGTH OF CONTRACT

There are 30 calendar days in the contract.

2. PRE-CONSTRUCTION MEETING

A pre-construction meeting will be scheduled by the Engineer after the contract has been awarded, and before issuance of the Notice to Proceed. The Contractor shall provide the following: a detailed construction schedule; insurance certificates; materials certifications.

3. WATER

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

Water may also be obtained from the City Fire Department hydrant at Second and Blaine, upon arrangement with the Inspector.

4. PRELEVELING HAND WORK

Small localized areas shall be preleveled by hand work prior to applying the Leveling Course. Preleveling work shall be included in payment for the bid item of Leveling Course Asphalt.

5. PAVING SCHEME FOR LEVELING COURSE

The purpose of this work is to remove unevenness from the pavement, to the maximum extent possible using one leveling course. The paving screed should ride on the existing pavement from high point to high point. There are approximately seventeen manholes in the paving area. It is intended that the leveling will be matched to the existing manhole grades. If that will compromise providing a smooth pavement, then adjust a manhole using cast iron risers.

Feather the leveling to match the existing surface at the curb line.

Length = 2,981 Ft
Width = 24 Ft. (curb-to-curb)

6. PREVAILING RATE OF WAGE AND CERTIFICATIONS OF RATE OF WAGE

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

Once before the first payment and once before final payment is made of any sum due on account of a contract for a public work, the Contractor or his surety and every subcontractor or

SPECIAL PROVISIONS

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

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

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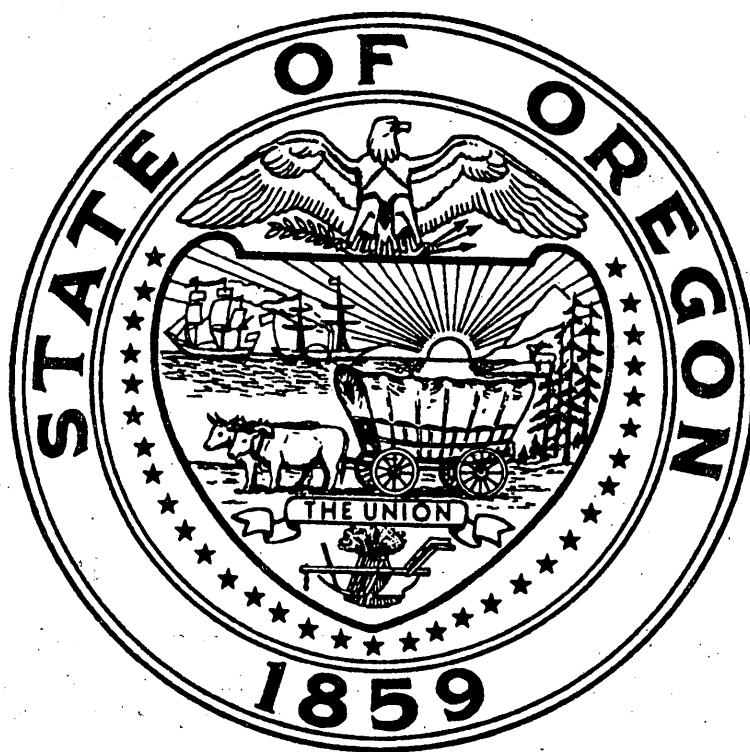
PREVAILING WAGE RATES

RECEIVED

JAN 5 1995

for

Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective January 1, 1995

January 1, 1995



MARY WENDY ROBERTS
COMMISSIONER

This booklet contains the Prevailing Wage Rates for non-residential building and construction trades in the State of Oregon. These rates are effective January 1 1995. These rates have been amended in accordance with ORS 279.348 through ORS 279.365. A new determination of these rates is issued two times each year.

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

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


MARY WENDY ROBERTS
Commissioner
Bureau of Labor and Industries

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

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

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

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

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

SALEM
3865 Wolverine St. NE; E-1
Salem, OR 97310
(503) 373-1447
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 non-residential building, heavy, and highway construction rates determined for Oregon by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act; certain changes have been made to better reflect prevailing practices in Oregon. Pursuant to ORS 279.348 to ORS 279.365, these rates have been adopted for use on public works contracts in Oregon. If you have specific questions regarding how rates are determined or if you would like a copy of this booklet, please contact:

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

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

GENERAL INFORMATION

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

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

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

Apprentices and Trainees

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

Zone Pay

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

Bid Specifications

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

NOTE: If a public agency fails to include the Prevailing Wage Rates in the contract specifications or fails to include in the contract the provision that Prevailing Wage Rates must be paid, the liability for any unpaid prevailing wages shall be exclusively that of the agency.[ORS 279.356(3)]

Fringe Benefits

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

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

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

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

Overtime

Workers employed on a public works job for more than eight hours in a day or 40 hours in a week must be paid overtime for each additional hour so worked (ORS 279.334). Overtime is calculated at no less than one and one-half times the basic hourly rate as determined by the Commissioner of Labor (not including fringe benefits which are paid at the straight rate for every hour worked). In the computation of overtime, travel pay does not need to be included but zone pay differentials do.

Work performed on Saturday, Sunday or legal holidays must also be compensated at time and one-half. Legal holidays for purposes of Prevailing Wage Rates include the following: 1) New Year's Day on January 1; 2) Memorial Day on the last Monday in May; 3) Independence Day on July 4; 4) Labor Day on the first Monday in September; 5) Thanksgiving Day on the fourth Thursday in November; 6) Christmas Day on December 25. If one of these days falls on Saturday or Sunday, then the legal holiday becomes the preceding Friday or the following Monday.

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

Certification of Payroll

The law requires every contractor and subcontractor to file certain information on wages paid to each worker employed on a public works contract. This statement must completely and accurately reflect payroll records for the work week immediately preceding the submission. A contractor or subcontractor must complete and submit the certified statement contained on Form WH-38 as well as the information required on the weekly payroll. A sample of Form WH-38 and instructions for completing it are included in the back of this booklet. Copies for use in filing should be obtained from the public contracting agency.

The schedule for submitting payroll information is as follows: Once within 15 days of the date the contractor or subcontractor first began work on the project; once before the final inspection of the project by the public contracting agency; in addition, for projects exceeding 90 days, submissions are to be made at 90 day intervals. When work on a project starts and finishes in 15 days or less, the contractor or subcontractor which performed the work shall submit a payroll and certified statement form which accurately and completely sets out the payroll for all the work performed on the project. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon St. # 32, Portland, Oregon 97232. The payroll information must be kept by the contractor and or subcontractor for three years.

COMMONLY ASKED QUESTIONS

1) What are "Prevailing Wage Rates?"

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

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

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

Office/clerical employees and supervisory employees who are supervisory only and do not perform any hands-on labor are not required to be paid the PWR. A person who owns and operates his/her own truck on construction projects (Owner/Operator) is not required to be paid the PWR.

3) What about contracts when Federal funds are used?

When more than \$2,000 of federal funds are involved, the contract is usually subject to the provisions of the federal Davis-Bacon Act, not Oregon PWR statutes. (Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (326-3057).) In the event that federal funds are involved, but the contract is not regulated under the Davis-Bacon Act, Oregon's Prevailing Wage Rate Statutes may apply (ORS 279.348 - 279.365). Oregon statutes pertaining to overtime requirements apply on both state and federally regulated contracts. (ORS 279.334).

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

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

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

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

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

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

7) How do I classify workers?

Virtually all of the job classifications/trades normally used in the non-residential construction industry are represented by the job classifications used in this PWR publication. These classification titles should be used according to common practice. Try to fit your workers into existing classifications. If you need residential construction rates, or if you have questions about how to classify workers, contact the Prevailing Wage Rate Coordinator at 731-4466.

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

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

COMMONLY ASKED QUESTIONS (Continued)

8) When are new rates determined? How long are they effective?

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

9) How do I post Prevailing Wage Rates?

Every contractor or subcontractor employing workers on a public works project is required to post the applicable Prevailing Wage Rates in a conspicuous and accessible place in or about the work-site. Rates need to be posted for the duration of the job. Contractors and subcontractors who intentionally fail to post the PWR can be made ineligible to receive any public works contract for up to three years.

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

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

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

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

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

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

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

COMMONLY ASKED QUESTIONS (Continued)

12) How much do I pay apprentices?

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

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

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

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

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

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

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

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

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

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



NOTE

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

We have attempted to make all other changes more noticeable by printing them in **Bold Type**.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ASBESTOS WORKERS</u>			<u>BRICKLAYERS/STONEMASONS</u>		
<u>Installation</u> of insulation on mechanical systems*			Area 1		
Journeyman Asbestos Worker			21.60 5.92		
o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.)			(add \$0.75 per hour to Fringe for Refractory repair work.)		
20.79 6.01			Area 2		
o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.)			20.32 5.68		
20.79 6.01			(add \$0.75 per hour to Fringe for Refractory repair work.)		
<u>Removal</u> of insulation on mechanical systems* which are not going to be scrapped.**			Area 1		
o Hazardous Materials Handler Mechanic (in any type of project regardless of value)			Baker Hood River Multnomah Wallowa		
13.65 3.10			Benton (a) Lincoln (a) Polk Wasco (a)		
			Clackamas Linn (a) Sherman Washington		
			Clatsop Malheur (a) Tillamook Yamhill		
			Columbia Marion Umatilla		
			Gilliam Morrow Union		
			Area 2		
			Benton (b) Douglas Josephine Linn (b)		
			Crook Grant Klamath Malheur (b)		
			Coos Harney Lake Wasco (b)		
			Curry Jackson Lane Wheeler		
			Deschutes Jefferson Lincoln (b)		
			a) North half		
			b) South half		
* 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. <u>Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc.) insulation.</u> They also do loading of any insulation materials that have already been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Laborers performing asbestos removal are classified as Group 3 laborers.					
<u>BOILERMAKERS</u>	22.94	8.39			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS**Zone 1 (Base Rate):**

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

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

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

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

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

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

Zone 4: More than 50 miles but less than 60 miles.

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

Zone 6: More than 70 miles.

Reference cities for Group 1 and 2 Carpenters

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

Zones for Groups 3 and 4 Carpenters are determined by the distance between the project site and either 1) the worker's residence or 2) City Hall of a reference city for the appropriate group shown below, whichever is closer.

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

CARPENTERS (Continued)

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

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

Reference Cities for Groups 5, 6 and 7

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

Group 1

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

Group 2

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

Group 3

Millwrights
Machine Erectors
Machinists

Group 4

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

Group 5

Bridge, Dock & Wharf
Builders
Piledrivermen

Group 6

Boom Men

Group 7

Marine Piledriver

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CEMENT MASONS**Zone 1 (Base Rate):**

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

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

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

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

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

Zone Differential for Cement Masons
(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 80 miles.

Cities

Bend Eugene Medford Salem Vancouver
Corvallis Longview Portland The Dalles

DIVERS & DIVERS' TENDERS

o Divers	50.76	5.57
o Divers' Tenders	22.75	5.57

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

BASIC HOURLY + RATE	HOURLY DEPTH + PAY	HOURLY ENCLOSURE + PAY	DIVERS' TOTAL HOURLY PAY
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DIVERS & DIVERS' TENDERS(continued)**o Divers' Depth Pay**

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

o Divers' Enclosure Pay(working without vertical escape)**Distance Travelled**

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

DREDGING**Zone 1 (Base Rate):**

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

Zone Differential for Dredging
(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 70 miles.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
DRYWALL/WETWALL			ELEVATOR CONSTRUCTORS		
o Drywall (Accoustical and Drywall Applicator)	19.03	6.82	Area 1		
o Wetwall (Lather)	18.13	7.72	o Mechanic	23.96	6.78 + a
			o Helper	16.77	6.58+ a
			o Probationary Helper	11.98	.32
ELECTRICIANS			Area 2		
Area 1:			o Mechanic	24.53	6.79+ a
o Electricians	19.70	4.42	o Helper	17.17	6.59+ a
o Cable Splicers	21.67	4.51	o Probationary Helper	12.27	0.33
Area 2:			a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.		
o Electricians	22.50	7.51	Area 1		
o Cable Splicers	23.63	7.54	Umatilla		Area 2
Area 3:	21.20	6.53	Wallowa		All
Area 4:			Union		Remaining
o Electricians	23.75	5.51	Baker		Counties
o Cable Splicers	26.13	5.58			
Area 5:			GLAZIERS		
o Electricians	23.05	7.54	Area 1	21.32	4.44
o Cable Splicers	23.80	7.56	(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
Area 6:			(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
o Electricians	21.15	6.68	Area 2	14.46	4.04
o Cable Splicers	21.15	6.68	(Add \$0.50 to base rate if working at over 35 feet of free fall in height)		
Area 1	Area 2	Area 2(cont)	Area 3		
Malheur	Baker	Umatilla	Coos		
	Gilliam	Union	Curry		
	Grant	Wallowa	Lincoln		
	Morrow	Wheeler	Douglas (a)		
			Lane (a)		
Area 4	Area 5	Area 5(cont)	Area 6		
Benton	Clackamas	Washington	Harney		
Crook	Clatsop	Yamhill (d)	Jackson		
Deschutes	Columbia		Josephine		
Jefferson	Hood River		Klamath		
Lane (b)	Multnomah		Lake		
Linn	Sherman		Douglas (b)		
Marion	Tillamook				
Polk	Wasco				
Yamhill(c)					
a) Those portions lying west of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County					
b) That portion lying east of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County					
c) South half					
d) North half					
			HIGHWAY AND PARKING STRIPERS		
				19.25	2.94
			IRONWORKERS		
			o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.25	8.77

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
LABORERS			LABORERS Group 1(continued)		
Zone 1 (Base Rate):			Driller Assistant	Signalman	
o Group 1	16.34	5.97	Dry-shack Man	Skipman	
o Group 2	16.69	5.97	Dumpers, road oiling	Slopers	
o Group 3	16.99	5.97	crew	Sprayman	
o Group 4	17.24	5.97	Dumpmen for grading	Stake Chaser	
o Group 5	14.75	5.97	crew	Stockpiler	
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.			Elevator Feeders	Tie Back Shoring	
Zone Differential for Laborers			Fence Builder	Timber Faller/Bucker	
(Add to Zone 1 Rate)			Fine Graders	(Hand Labor)	
Zone 2	.65		Fire Watch	Toolroom Man (Job site)	
Zone 3	1.15		Form Strippers (b)	Tunnel Bull Gang	
Zone 4	1.70		General Laborer ***	(Above Ground)	
Zone 5	2.75			Weight-Man-Crusher (g)	
Zone 1: Projects within 30 miles of City Hall in the Cities listed below.			a) Pittsburg or similar types		
Zone 2: More than 30 miles but less than 40 miles.			b) Not swinging stages		
Zone 3: More than 40 miles but less than 50 miles.			c) Reference Post, Guide Post, or		
Zone 4: More than 50 miles but less than 80 miles.			Right-of Way Marker		
Zone 5: More than 80 miles.			d) Flaherty, and similar types		
Reference Cities			e) Including electrical		
Albany	Eugene	Longview	f) Including steel forms		
Astoria	Goldendale	Madras	g) Aggregate when used		
Baker	Grants Pass	Medford	*** 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.		
Bend	Hermiston	McMinnville			
Brookings	Hood River	Newport			
Burns	Klamath Falls	Oregon City			
Coos Bay	LaGrande	Ontario			
Corvallis	Lakeview	Pendleton			
		Vancouver			
Group 1			Group 2		
Asphalt Plant Laborers	Guardrail, Median		Applicators (a)	Gunite or Sandblasting	
Asphalt Spreaders	Rail (c)		Brush Cutters (b)	Pot Tender	
Batch Weighman	Landscape or Planting		Burners	Handlers/Mixers (f)	
Broomers	Laborer		Choker Splicer	Post Hole Digger, Air,	
Brush Burners/Cutters	Leverman or Aggregate		Clary Power Spreader(c)	gas or electric	
Carpenter Tender	Spreader (d)		Clean up Nozzleman-	Power Tool Operators (g)	
Car & Truck Loaders	Loading Spotter		Green Cutter (d)	Sand Blasting (wet)	
Change-House Man	Material Yard Man (e)		Concrete Power Buggyman	Stake Setter	
Chipper Operator (a)	Powderman Assistant		Crusher Feeder	Tampers	
Choke Setter	Railroad Track Laborers		Demolition/Wrecking (e)	Tunnel Muckers/Brakeman/	
Clean-up Laborers ***	Ribbon Setters (f)		Grade Checker	Concrete Crew/Bull	
Concrete Laborers	Rip Rap Man (Hand		Gunnite Nozzleman	Gang (underground)	
Curing, concrete	Placed)		Tender	Vibrating Screed	
Demolition, wrecking	Road Pump Tender			Vibrators(less than 4" diam.)	
and moving(industrial) ***	Sewer Laborer				
			a)Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project		
			b)Power saw		
			c)And similar types of spreaders		
			d)Concrete, rock, etc.		
			e)Charred Materials		
			f) Of all materials of an irritating nature including cement and lime		
			g)Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
LABORERS(continued)			LIMITED ENERGY ELECTRICIANS		
<u>Group 3</u>			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):		
Asbestos Removal		Powdermen	Area 1	17.75	6.68
Bit Grinder		Power Saw Operators (d)	Area 2	17.75	6.68
Concrete Saw Operator		Pumpcrete Nozzleman	Area 3	13.75	4.49
Drill Doctor		Sand Blasting (dry)	Area 4	13.75	4.49
Drill Operators (a)		Pipe Layers of all Types	Area 5	13.75	4.49
Guniting Nozzleman		Sewer Timberman	Area 6	13.75	4.49
High Scalers,		Track Liners (e)	Area 7	13.75	4.49
Strippers, Drillers(b)		Tugger Operator	Area 8	13.75	4.49
Laser Beam (c)		Tunnel-Chuck Tenders	Area 9	17.75	6.68
Manhole Builder		Vibrator (4" and larger)	Area 10	13.75	4.49
Nippers & Timbermen		Water Blaster	Area 11	13.75	4.49
Nuclear Plant Worker -		Welder	Area 12	16.21	2.14
Lead Shield			Area 13	13.69	2.59
			Area 14	13.37	2.33
a)Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types			<u>Area 1</u>	Clatsop, Columbia, Tillamook	
b)Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping			<u>Area 2</u>	Clackamas, Multnomah, Washington, Yamhill (north half)	
c)Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.			<u>Area 3</u>	Marion, Polk, Yamhill (south half)	
d)Bucking and falling			<u>Area 4</u>	Benton, Lincoln, Linn	
e)Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks			<u>Area 5</u>	Lane	
			<u>Area 6</u>	Douglas	
<u>Group 4</u>			<u>Area 7</u>	Coos, Curry	
Asphalt Rakers			<u>Area 8</u>	Jackson, Josephine	
Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam			<u>Area 9</u>	Hood River, Sherman, Wasco	
Motorman - Dinky Locomotive			<u>Area 10</u>	Crook, Deschutes, Jefferson	
Shield Operator			<u>Area 11</u>	Klamath, Lake, Harney	
Tunnel Miners			<u>Area 12</u>	Gilliam, Grant, Morrow, Umatilla, Wheeler	
Tunnel Powderman			<u>Area 13</u>	Baker, Union, Wallowa	
			<u>Area 14</u>	Malheur	
<u>Group 5</u>			LINE CONSTRUCTION		
Clean-up Laborers (building only)***			Area 1:		
Demolition, Wrecking, & Moving (building only)***			o Group 1	24.73	5.59
Flagger			o Group 2	22.34	5.51
			o Group 3	17.37	4.34
			o Group 4	19.27	4.40
			o Group 5	16.86	4.32
			o Group 6	15.85	4.29
*** 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.			Area 2:		
			o Cable Splicers	23.38	4.99
			o Journeyman Lineman	21.20	4.91
			o Line Equip. Mech. (Right-of-way)	17.98	4.76
			o Line Equip. Oper.	17.98	4.76
			o Groundman	13.15	4.55

TRADES		BASIC HOURLY RATE	FRINGE BENEFITS	TRADES		BASIC HOURLY RATE	FRINGE BENEFITS
<u>LINE CONSTRUCTION</u> (continued)				<u>PAINTERS & DRYWALL TAPERS</u>			
<u>Area 1</u> All counties except Malheur County				<u>Area 1</u> o Painters & Drywall Tapers 12.90 2.51			
<u>Group 1</u> Cable Splicers Leadman Pole Sprayer				<u>Area 2</u> o Brush Painting 17.00 2.93 (Add \$0.60 to base rate for spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning.) (Add \$0.50 to base rate for work over 60 ft high on swing stage, mechanical climber, spider, or bucket truck.) o Drywall Tapers 21.55 4.33			
<u>Group 2</u> Certified Lineman Welder Heavy Line Equipment Man Lineman Pole Sprayer				<u>Area 1</u> Malheur County			
<u>Group 3</u> Tree Trimmer				<u>Area 2</u> Remaining Counties			
<u>Group 5</u> Head Groundman Jackhammer Man Powderman				<u>PLASTERERS</u> o Nozzleman 22.26 4.81 o Swinging scaffold 21.26 4.81 o all other work 20.76 4.81			
<u>Area 2</u> Malheur County				<u>PLUMBERS & STEAMFITTERS/PIPEFITTERS</u>			
<u>MARBLE SETTERS</u> (Includes Granite)				<u>Area 1 (Both)</u> 21.45 5.70			
<u>Area 1</u> 22.60 5.92				<u>Area 2 (Both)</u> 24.50 8.40			
<u>Area 2</u> 21.32 5.68				<u>Area 3 (Both)</u> 23.19 6.40			
<u>Area 1</u>				<u>Area 1</u> Baker			
Baker Hood River Multnomah Wallowa				<u>Area 2</u> Grant (b)			
Benton (a) Lincoln (a) Polk Wasco (a)				<u>Area 3</u> All remaining counties			
Clackamas Linn (a) Sherman Washington				Harney (a) Morrow			
Clatsop Malheur (a) Tillamook Yamhill				Malheur Umatilla			
Columbia Marion Umatilla				Wallowa			
Gilliam Morrow Union				Union			
<u>Area 2</u>				a) Except Northwest Portion b) Except Southwest Corner			
Benton (b) Douglas Josephine Linn (b)							
Crook Grant Klamath Malheur (b)							
Coos Harney Lake Wasco (b)							
Curry Jackson Lane Wheeler							
Deschutes Jefferson Lincoln (b)							
a) North half							
b) South half							

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

POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate):

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

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

ZONE RATES	
(Add to Zone 1 Rate)	
Zone 2	1.50
Zone 3	3.00

ZONE DESCRIPTIONS

Portland to Salem Metropolitan Area

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

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

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

Albany, Eugene, Roseburg, Grants Pass, Medford

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

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

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

Longview, Coos Bay, Klamath Falls, Bend

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

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

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

POWER EQUIPMENT OPERATORS (continued)**ZONE DESCRIPTIONS (continued)**

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

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

Zone 2: No Zone 2 for these cities.

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

GROUP CLASSIFICATIONS**ASPHALT**

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

BLADE

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

BULLDOZERS

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

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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued) <u>CRANE(continued)</u>			<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued) <u>FLOATING EQUIPMENT</u>		
1 Helicopter Operators, when used in erecting work			6 Deckhand		
HYDRAULIC CRANE OPERATOR			6 Boatman		
5 Hydraulic Boom Truck Operator, Pittman			5 Fireman		
4 Hydro Crane Operator, under 50 tons			4 Diesel-Electric Engineer		
3 Hydro Crane Operator, 50 tons through 89 tons			4 Jack Operator, elevating barges		
2 Hydro Crane Operator, 90 tons through 199 tons			4 Barge Operator, self-unloading		
1 Hydro Crane Operator, 200 tons and over			4 Piledriver Operator (not crane type)		
TOWER/WHIRLEY OPERATOR			4 Floating Clamshell, etc. Operator, under 3 cu. yd.(only for construction projects - otherwise see Dredging)		
2 Tower Crane Operator			4 Floating Crane (derrick barge) Operator, less than 30 tons		
2 Whirley Operator, under 90 tons			2 Floating Clamshell, etc. Operator, 3 cu. yd. and over (only for construction projects - otherwise see Dredging)		
1 Whirley Operator, 90 tons and over			2 Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons		
LATICE BOOM CRANE OPERATOR			1 Floating Crane, 150 tons and over		
4 Lattice Boom Crane Operator, under 50 tons			<u>FORK LIFT</u>		
3 Lattice Boom Crane Operator, 50 tons through 89 tons, and less than 150 ft boom			6 Self-Propelled Scaffolding Operator (excluding working platform)		
2 Lattice Boom Crane Operator, 90 tons through 199 tons, and/or 150 ft -200 ft boom			6 Fork Lift or Lumber Stacker Operator		
1 Lattice Boom Crane (Operator, 200 tons and over, and/or over 200 ft boom			6 Ross Carrier Operator		
<u>CRUSHER</u>			5 Lull Hi-Lift Operator or similar type		
6 Crusher Oiler			5 Fork Lift, over 5 tons		
6 Crusher Feeder			3 Rock Hound Operator		
4 Generator Operator			<u>GENERATORS</u>		
4 Diesel-Electric Engineer			4 Generator Operator		
4 Grizzley Operator			4 Diesel-Electric Engineer		
2 Crusher Plant Operator			<u>GUARDRAIL EQUIPMENT</u>		
<u>DRILLING</u>			6 Oiler		
6 Drill Assistant			6 Auger Oiler		
6 Auger Oiler			6 Oiler, combination guardrail machines		
5 Churn Drill and Earth Boring Machine Operator			4 Guardrail Punch Operator (all types)		
4 Drill Doctor			6 Guardrail Punch Oiler		
4 Boring Machine Operator			4 Guardrail Auger Operator (all types)		
4 Driller - Percussion, Diamond, Core, Cable, Rotary and similar type			4 Combination Guardrail machines. i.e. punch, auger etc.		
4 Cat Drill (John Henry)			<u>HAZARDOUS WASTE REMOVAL</u>		
			5 Assistant to the Engineer (Oiler)		
			4 Assistant Incinerator Control Board Operator		
			3 Incinerator Control Board Operator		

[illegible]

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued) <u>RUBBER-TIRED SCRAPERS</u>			<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued) <u>SWEEPERS</u>		
4			6		
4			5		
4					
4					
3					
2					
4					
3					
<u>SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR</u>			<u>TRACTOR - RUBBER TIRED</u>		
6			5		
6			4		
6			4		
6			4		
4					
4					
4					
4					
2					
<u>SIGNALMAN</u>			<u>TRENCHING MACHINE</u>		
6			6		
6			6		
6			5		
6			4		
4			4		
4			4		
4			2		
2			2		
			2		
<u>SURFACING (BASE) MATERIAL</u>			<u>TUNNEL</u>		
6			4		
5			6		
6			4		
6			6		
5			6		
5			6		
4			4		
5					
5					
			<u>WELDING MACHINES</u>		
			6		
			<u>UNDERWATER EQUIPMENT</u>		
			2		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
ROOFERS			SHEETMETAL WORKERS		
(Installation and removal of sheet metal roofing is done by sheetmetal workers.)					
Area 1:			Area 1	20.33	6.98
o Roofers	18.19	4.70	(Add \$0.75 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)		
o Handling coal tar pitch	20.01	4.70			
Area 2:			Area 2	18.51	5.03
o Roofers	16.54	5.38	(Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 feet or more)		
(Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)			(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)		
Area 3:			Area 3	22.22	6.27
o Roofers	14.85	3.33	(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask)		
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)			(Add \$1.00 to base rate for work where employee is required to wear a fresh air mask due to nuclear related work)		
Area 4:			(Add \$.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground)		
o Roofers	16.00	5.40	Area 4	17.92	5.01
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)			Area 5	18.30	4.63
Area 5:			Area 1		
o Roofers	16.50	5.42	Benton	Gilliam	Linn
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)			Clackamas	Grant	Marion
Area 1	Area 1(cont)	Area 2	Clatsop	Harney	Multnomah
Baker	Multnomah	Benton	Columbia	Hood River	Polk
Clackamas	Sherman	Coos	Crook	Jefferson	Sherman
Clatsop	Tillamook	Crook	Deschutes	Lincoln	
Columbia	Wasco	Curry			
Jefferson	Washington	Deschutes			
Gilliam	Wheeler	Douglas			
Grant		Harney			
Hood River		Jackson			
		Josephine			
Area 3	Area 4	Area 5	Area 2	Area 3	Area 4
Malheur	Umatilla	Morrow	Baker	Morrow	Douglas
	Union		Malheur	Umatilla	Jackson
	Wallowa			Union	Josephine
				Wallowa	Klamath
					Lake
					Lane

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>SOFT FLOOR LAYERS</u>	17.73	5.03 + a	<u>TRUCK DRIVERS</u>		
a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			Zone 1 (Base Rate):		
			o Group 1	18.57	6.14
			o Group 2	18.69	6.14
			o Group 3	18.82	6.14
			o Group 4	19.07	6.14
			o Group 5	19.29	6.14
			o Group 6	19.44	6.14
			o Group 7	19.64	6.14
<u>SPRINKLER FITTERS</u>	21.40	6.28	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.		
<u>TENDERS TO MASON TRADES</u>			Zone Differential for Truck Drivers (Add to Zone 1 Rate)		
o Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.			Zone 2	.65	
16.86 4.97			Zone 3	1.15	
(Add \$0.50 to base rate for refractory work)			Zone 4	1.70	
(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)			Zone 5	2.75	
<u>TENDERS TO PLASTERERS</u>	16.50	4.97	<u>Zone 1:</u> Projects within 30 miles of City Hall in the Cities listed below.		
<u>TILE SETTER/TERRAZO WORKER</u>	19.55	5.43	<u>Zone 2:</u> More than 30 miles but less than 40 miles.		
(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkox acetylene black grouting or trowel applied waterproof membrane.)			<u>Zone 3:</u> More than 40 miles but less than 50 miles.		
<u>TILE, TERRAZZO, BRICK & MARBLE FINISHERS</u>			<u>Zone 4:</u> More than 50 miles but less than 80 miles.		
o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.			<u>Zone 5:</u> More than 80 miles.		
14.84 3.95			<u>Reference Cities</u>		
(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkox acetylene black grouting or trowel applied waterproof membrane.)			Albany Eugene Longview Portland		
(Add \$0.75 to fringe for refractory repair work.)			Astoria Goldendale Madras Port Orford		
			Baker Grants Pass Medford Reedsport		
			Bend Hermiston McMinnville Roseburg		
			Brookings Hood River Newport Salem		
			Burns Klamath Falls Oregon City The Dalles		
			Coos Bay LaGrande Ontario Tillamook		
			Corvallis Lakeview Pendleton		
			<u>Work</u>		<u>Group</u>
			A-Frame or Hydra-lift Truck w/load bearing surface.		1
			Battery Rebuilder		1
			Bus or Man-Haul Driver.		1
			Concrete Buggies (Power operated)		1
			Drivers and Helpers handling sacked cement—add 15¢ per hour		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
TRUCK DRIVERS (continued)			TRUCK DRIVERS (Continued)		
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:			Tireman, full-time basis.	1	
Up to and inc. 10 cu. yds.	1		Truck Assistant.	1	
Over 10 cu. yds. and inc. 30 cu. yds.	3		Truck Mechanic—Welder—Body Repairman ...	3	
Over 30 cu. yds. and inc. 50 cu. yds.	4		Truck Mechanic Assistant.	1	
Over 50 cu. yds. and inc. 60 cu. yds.	5		Water Wagons (Rated Capacity) up to:		
Over 60 cu. yds. and inc. 80 cu. yds.	6		3000 gallons.	1	
Over 80 cu. yds. and inc. 100 cu. yds.	7		3000 to 5000 gallons.	2	
Dumpsters or Similar Equipment—all sizes.	2		5000 to 10,000 gallons.	3	
Flaherty Spreader Driver or Leverman.	2		10,000 to 15,000 gallons.	4	
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site.	1		Winch Truck—takes classification of truck on which winch is mounted		
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated.	1		WELDERS; RIGGERS		
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials.	2		Receive rate for craft performing operation to which welding and rigging are incidental.		
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.	1				
Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site.	2				
Oil Distributor Driver or Leverman.	2				
Pilot Car.	1				
Slurry Truck Driver or Leverman.	1				
Solo Flat Bed and Misc. Body Trucks— 0-10 tons.	1				
Transit Mix and Wet or Dry Mix Trucks:					
5 cu. yds. and under.	1				
Over 5 cu. yds. and inc. 7 cu. yds.	2				
Over 7 cu. yds. and inc. 11 cu. yds.	3				
Over 11 cu. yds. and inc. 15 cu. yds.	4				
Team Drivers.	1				

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ASBESTOS WORKERS</u>			<u>BRICKLAYERS/STONEMASONS</u>	20.32	5.68
<u>Installation</u> of insulation on mechanical systems*			<u>CARPENTERS</u>	13.20	3.67
Journeyman Asbestos Worker			<u>CEMENT MASONS</u>	10.00	0
o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.)	20.79	6.01	<u>DRYWALL/WETWALL</u>		
o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.)	20.79	6.01	o Drywall (Accoustical and Drywall Applicator)	19.03	6.82
<u>Removal</u> of insulation on mechanical systems* which are not going to be scrapped.**			o Wetwall (Lather)	18.13	7.72
o Hazardous Materials Handler Mechanic (in any type of project regardless of value)	13.65	3.10	<u>ELECTRICIANS</u>		
* Mechanical systems include pipes, boilers, ducts, flues, breechings, etc.			Coos, Curry, Douglas (western portion)		
** The removal of all insulation materials from mechanical systems is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrapped. It does not matter whether the insulation materials contain asbestos. <u>Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc.) insulation.</u> They also do loading of any insulation materials that have already been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site.			o Electricians	21.20	6.53
			Josephine, Douglas (eastern portion)		
			o Electricians	21.15	6.68
			o Cable Splicers	21.15	6.68
			<u>ELEVATOR CONSTRUCTORS</u>		
			o Mechanic	24.53	6.79+ a
			o Helper	17.17	6.59+ a
			o Probationary Helper	12.27	0.33
			a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.		
			<u>GLAZIERS</u>		
				21.32	4.44
			(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
			(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
			<u>INSULATORS (BAT AND BLOWN)</u>	7.85	0
			<u>IRONWORKERS</u>		
			o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.25	8.77
<u>BOILERMAKERS</u>	22.94	8.39	<u>LABORERS</u>		
				9.10	4.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>LIMITED ENERGY ELECTRICIANS</u>			<u>TENDERS TO MASON TRADES</u>		
May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):			o Tenders for Bricklayers 16.86 4.97 (Add \$0.50 to base rate for refractory work) (Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)		
<u>PAINTERS</u>	13.00	0	<u>TENDERS TO PLASTERERS</u> 16.50 4.97		
<u>PLASTERERS</u>			<u>TILE SETTER/TERRAZO WORKER</u> 19.55 5.43		
o Nozzleman	22.26	4.81	(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.)		
o Swinging scaffold	21.26	4.81	<u>TILE, TERRAZZO, BRICK & MARBLE FINISHERS</u>		
o all other work	20.76	4.81	o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.		
<u>PLUMBERS & STEAMFITTERS/PIPEFITTERS</u>	23.19	6.40	14.84 3.95 (Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.) (Add \$0.75 to fringe for refractory repair work.)		
<u>POWER EQUIPMENT OPERATORS</u>			<u>TRUCK DRIVERS</u>		
Backhoes	12.94	1.56	Zone 1 (Base Rate):		
Bulldozers	13.50	1.56	o Group 1 18.57 6.14		
Loader	13.50	1.56	o Group 2 18.69 6.14		
<u>ROOFERS</u>	8.00	0	o Group 3 18.82 6.14		
<u>SHEETMETAL WORKERS</u>			o Group 4 19.07 6.14		
Coos, Curry	18.30	4.63	o Group 5 19.29 6.14		
Douglas, Josephine	17.92	5.01	o Group 6 19.44 6.14		
<u>SOFT FLOOR LAYERS</u>	17.73	5.03 + a	o Group 7 19.64 6.14		
a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			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.		
<u>SPRINKLER FITTERS</u>	21.40	6.28	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		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
TRUCK DRIVERS (continued)			TRUCK DRIVERS (Continued)		
<u>Zone 1:</u> Projects within 30 miles of City Hall in the Cities listed below.			Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials		
<u>Zone 2:</u> More than 30 miles but less than 40 miles.			2		
<u>Zone 3:</u> More than 40 miles but less than 50 miles.					
<u>Zone 4:</u> More than 50 miles but less than 80 miles.			Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.		
<u>Zone 5:</u> More than 80 miles.			1		
<u>Reference Cities</u>					
Albany	Eugene	Longview	Portland		
Astoria	Goldendale	Madras	Port Orford		
Baker	Grants Pass	Medford	Reedsport		
Bend	Hermiston	McMinnville	Roseburg		
Brookings	Hood River	Newport	Salem		
Burns	Klamath Falls	Oregon City	The Dalles		
Coos Bay	LaGrande	Ontario	Tillamook		
Corvallis	Lakeview	Pendleton			
<u>Work</u>	<u>Group</u>				
A-Frame or Hydra-lift Truck w/load bearing surface.		1	Slurry Truck Driver or Leverman		1
Battery Rebuilder		1	Solo Flat Bed and Misc. Body Trucks—0-10 tons		1
Bus or Man-Haul Driver.		1	Transit Mix and Wet or Dry Mix Trucks:		
Concrete Buggies (Power operated)		1	5 cu. yds. and under		1
Drivers and Helpers handling sacked cement—add 15¢ per hour			Over 5 cu. yds. and inc. 7 cu. yds		2
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:			Over 7 cu. yds. and inc. 11 cu. yds		3
Up to and inc. 10 cu. yds.		1	Over 11 cu. yds. and inc. 15 cu. yds.		4
Over 10 cu. yds. and inc. 30 cu. yds		3	Team Drivers.		1
Over 30 cu. yds. and inc. 50 cu. yds		4	Tireman, full-time basis.		1
Over 50 cu. yds. and inc. 60 cu. yds		5	Truck Assistant		1
Over 60 cu. yds. and inc. 80 cu. yds		6	Truck Mechanic—Welder—Body Repairman		3
Over 80 cu. yds. and inc. 100 cu. yds		7	Truck Mechanic Assistant.		1
Dumpsters or Similar Equipment—all sizes		2	Water Wagons (Rated Capacity) up to:		
Flaherty Spreader Driver or Leverman		2	3000 gallons		1
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site.		1	3000 to 5000 gallons		2
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated.		1	5000 to 10,000 gallons.		3
			10,000 to 15,000 gallons		4
			Winch Truck—takes classification of truck on which winch is mounted		
			WELDERS: RIGGERS		
			Receive rate for craft performing operation to which welding and rigging are incidental.		

PAYROLL SUBMISSION
FIRST ☐ 90 DAY ☐ LAST ☐

PRIME CONTRACTOR ☒
SUBCONTRACTOR ☐

1236

Business Name (DBA):	CCB Registration Number:	Project Name:	Project Number:
Phone: ()			
Street Address:		Type Of Work:	
Mailing Address:		Project Location:	Project County:
Date Pay Period Began:	Date Pay Period Ended:		

THIS SECTION FOR PRIME CONTRACTORS ONLY		1236	THIS SECTION FOR SUBCONTRACTORS ONLY	
Public Contracting Agency Name: CITY OF NEWBERG			Subcontract Amount:	
Phone: ()			Prime Contractor Business Name (DBA):	
Date Contract Specifications First Advertised For Bid:		Contract Amount:	Phone: () CCB Registration Number:	
			Date You Began Work On The Project:	

[illegible]

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

CERTIFIED STATEMENT

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

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

that during the payroll period commencing on the _____ day of _____, 19____, and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
 (Contractor, Subcontractor or Surety)

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

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

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

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

NAME AND TITLE _____

SIGNATURE _____

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

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

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

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

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

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

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

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

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

Column 3

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

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

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

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

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

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

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

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

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

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

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

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

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR _____ - _____

PAGE _____ OF _____

(Name of State or Local Government Agency)

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

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

(Name of State or Local Government Agency)

DEPARTMENT:
PROPOSED YEAR:
PROJECT DESCRIPTION:

FUND:
PROJECT NUMBER:

[illegible]

Estimated Construction Period _____

3

3

 determines that (Agency Forces)(Contractor) can perform this work at the least cost.

(Name of Agency)

(cross out one)

FORM WH - 119 (Rev 6/91)

(Agency Official)

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

1. CONTRACTING AGENCY INFORMATION

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

2. CONTRACT INFORMATION

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

3. PRIME CONTRACTOR INFORMATION

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

RETURN THIS COMPLETED FORM TO:

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

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

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

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

PRIME CONTRACTOR NAME _____

Address _____

City, State, Zip _____ Phone _____

PROJECT NAME AND NUMBER _____

Project Location _____

CONTRACTING CITY OF NEWBERG 537-1214
AGENCY NAME _____ Phone _____

<u>SUBCONTRACTOR NAME</u>	<u>CCB REGISTRATION NUMBER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
---------------------------	--	----------------	-------------------------

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

TECHNICAL PROVISIONS

**CITY OF NEWBERG
RIVER STREET ASPHALT LEVELING PROJECT**

APRIL 1995

TECHNICAL PROVISIONS

100.00 MOBILIZATION

100.01 Description

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

100.02 Materials

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

100.03 Construction

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

100.04 Measurement and Payment

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

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

505.01 DESCRIPTION

This section covers work necessary for the construction of hot mix asphalt pavements under prepared foundations or base surfaces.

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

505.02 MATERIALS

505.02.01 General

Asphalt and aggregate shall meet OSHD requirements for Light Duty AC and will be subject to approval preceding mixing. Plant mixed mixtures will be subject to final approval after blending and mixing, either at the plant or at the place of delivery prior to rolling. Approval will be based on periodic sampling and testing of the materials.

TECHNICAL PROVISIONS

505.02.02. Asphalt Cement

Asphalt Cement shall be "Performance Based Asphalt Grade" PBA-2 or PBA-5, conforming to the specifications in the table below. PBA-5 shall be standard; substitution of PBA-2 must be approved by the Engineer.

ASPHALT CEMENT TEST SPECIFICATIONS

(Tests on asphalt residue from Rolling Thin Film Oven Test, AASHTO T-240)

Asphalt Cement Property	AASHTO Test Method	PBA-2	PBA-5
Penetration at 39.2°F, 200g/60 sec RTFO Aged Residue	T-49	15+	15+
Ductility at 45°F, 1cm/min, cm RTFO Aged Residue	T-51	10+	-----
Absolute Viscosity at 140°F, poise Original Binder	T-202	1100+	2000+
RTFO Aged Residue	T-202	2500-6000	4000+

TECHNICAL PROVISIONS

Kinematic Viscosity at 275°F, cSt			
Original Binder	T-201	-----	2000-
RTFO Aged Residue	T-201	275+	400+
Absolute Viscosity Ratio at 140°F		4.0-	4.0-
RTFO Viscosity/Original Viscosity			
Flash Point, deg F	T-48	450+	450+
Original Binder			
Solubility in Trichloroethylene, %	T-44	99.0+	99.0+
Original Binder			
Ductility at 77°F, 5cm/min, cm	T-51	75+	50+
RTFO Aged Residue			

505.02.03 Aggregates

Aggregates for asphaltic concrete pavements shall meet the requirements of this Section, subject to such modifications of the specified gradation as may be necessary to produce the mix proportions specified in Section 2.20 of these Specifications.

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

Property	Test	Requirement
Sieve Analysis	AASHTO T 27	See Table I
Cohesion	AASHTO T 165	70% retained strength
Abrasion Resistance	AASHTO T 96	Wear - 30% maximum
Sand Equivalent	AASHTO T 176	
Soundness	AASHTO T 104	10% loss maximum
Unit Weight		
Specific Gravity		
- Coarse Aggregate	AASHTO T 85	
- Fine Aggregate	AASHTO T 84	
Liquid Limit	AASHTO T 89	
Plastic Limit	AASHTO T 90	
Friable Particles	AASHTO T 112	
- Coarse Aggregate		1.00% Max
- Fine Aggregate		1.50% Max

Course Aggregate. The portion of the aggregate retained on the 1/4 inch sieve will be known

TECHNICAL PROVISIONS

as Coarse Aggregate. Coarse Aggregate shall be crushed rock or crushed gravel free from flat, elongated, soft or disintegrated pieces and other extraneous matter or coatings. The Coarse Aggregate, when separated on consecutive sieves, shall contain in each fraction not less than 75% (by weight) of fragments which have at least one mechanically fractured face. The sieve analysis of Coarse Aggregate is shown in the table below.

Sieve Analysis of Aggregate
Percentages of Designated Sizes (by weight)

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

Fine Aggregate. That portion of the aggregate passing the 1/4" sieve will be known as Fine Aggregate and shall consist of crushed rock, crushed gravel, sand or other mineral matter and shall be free of clay, loam, vegetation or other extraneous matter or coatings. Fine Aggregate shall have at least one mechanically fractured face on not less than 60% of the particles (by weight). The sieve analysis of Fine Aggregate is shown in the table 1 above.

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

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

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

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

505.02.04 Mineral Filler

TECHNICAL PROVISIONS

Mineral filler shall conform to the requirements of AASHTO M 17.

Collector dust may be used as mineral filler, in whole or in part, provided the dust or the resultant mineral filler mixture conforms to the above requirements.

505.02.05 Additives

Additives and admixtures may be used to prevent stripping or separation of bituminous coatings from aggregates, and to aid in the mixing or use of bituminous mixes or for experimental purposes. Use admixtures and additives of standard recognized products of known value for the intended purpose and obtain approval on the basis of laboratory tests prior to their use. They shall have no deleterious effect on the bituminous material and shall be complete miscible.

505.02.06 Composition and Proportion of Mixtures

The class of asphalt concrete to be used shall be as shown and shall conform to the following requirements:

TECHNICAL PROVISIONS

DENSE GRADED

Percentage of Total Aggregate (by weight)

Sieve Size Passing	Class "B"	Class "C"	Class "D"
1"	99 - 100	----	----
¾"	92 - 100	99 - 100	----
½"	75 - 94	91 - 100	99 - 100
¼"	50 - 70	58 - 73	85 - 100
#10	21 - 41	24 - 36	37 - 57
#40	6 - 24	8 - 18	13 - 29
#200	2 - 7	3 - 8	4 - 9
Asphalt Cement**	4 - 8	3 - 8	4 - 8

* Including Lime or Cement Filler.

**Percent of total mix (by weight).

The amount of new asphalt cement to be added to the recycled mixture will vary from 3-8%.

Class "B", "C", and "D" asphalt concrete shall meet the following qualifying test requirements:

Test	Test Method	Requirements
Stability, First Compaction	OSHD Standard Test*	35 min. (residential streets) 40 min. (arterial streets)
Voids, First Compaction	OSHD Standard Test*	7% maximum
Voids, Second Compaction	OSHD Standard Test*	1% minimum
Retained Strength	AASHTO T 165-Modified	70% minimum

*Available from Engineer or Materials, ODOT, Salem, Oregon 97310.

505.02.07 Mix Formulas

The Contractor may be required to submit a job-mix formula for review by the Engineer.

The job-mix formula shall indicate the gradation of each of the several aggregate constituents to be used in the mixture and shall establish the exact proportion of each constituent to be used to produce a combined gradation of aggregate within the appropriate limits stated above.

The job-mix formula shall also indicate the ASTM bulk specific gravity of each aggregate constituent, the measured maximum specific gravity of the mix at the optimum asphalt content determined in accordance with ASTM D 2041, all properties as stated in Subsection 505.02.06 of these specifications for at least four different asphalt contents other than optimum, two of which will be below optimum and

TECHNICAL PROVISIONS

two of which will be above optimum, the percent of asphalt lost due to absorption by the aggregate, and any other information pertinent to the design of the mix.

505.02.08 Recycled Asphalt Pavement (RAP) Materials Permitted

The Contractor shall have the option of using processed recycled asphalt pavement materials in the production of new asphalt concrete pavement. The RAP materials proposed for use in the recycled mix shall contain hard, sound, and durable aggregates, and asphalt of a composition to provide properties equivalent to asphalt as specified in these specifications when in the mix. Recycled material which is used in the asphalt concrete pavement shall have a maximum size of one-inch prior to entering the cold feed. If there is evidence of the recycled material not breaking down during the heating and mixing of the asphalt concrete mixture, the Engineer may elect to modify the maximum size requirement. Not more than 20 percent, by weight, of recycled materials may be used in the mix.

505.02.09 Tolerances

After the mix formula is submitted, the several constituents shall meet the following tolerances, but always within the range of proportions specified in Subsection 507.02.06:

Asphalt Concrete Mix Tolerances

Constituent of Mixture	Tolerance ($\pm$ to Job Mix Formula)
Aggregate passing 1", 3/4", 1/2" sieves -	Within the range of the proportions specified in Subsection 505.02.06:
	<u>Specifications</u>
Aggregate passing 1/4" sieve	6.0%
Aggregate passing No. 10 & No. 40 sieve	5.0%
Aggregate passing No. 200 sieve	2.0%
Asphalt cement	0.5%
Temperature of mixture at time it is placed in final position	240 - 300°F

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

Should a change in source of material be made, or should conditions arise which the Engineer determines to be justified, the Contractor shall establish a new job-mix formula.

The materials to be used in the work shall be of such nature that a mixture of them, proportioned in accordance with the mix formula, will have a retained strength of no less than 70% when tested in accordance with AASHTO T 165 as modified by OSHD test methods. The Engineer shall be

TECHNICAL PROVISIONS

permitted to take as many samples as he considers necessary for checking the uniformity of the mixture.

505.02.10 Feathering

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

505.03 CONSTRUCTION

505.03.01 Repaving Conference

The Contractor and his supervisory personnel plus any subcontractors and their supervisory personnel who are to be involved in the paving work shall meet with the Project Manager and his representatives for a prepaving conference at a time mutually agreed upon. At this conference, the Contractor shall discuss his methods of accomplishing all phases of the paving work. The plan of the work, order of paving and other details of performance shall meet with the approval of the Engineer.

505.03.02 Preparation of Bases

All pavement bases and foundations constructed under this Contract shall be completed and finished as prescribed under the applicable specification for its construction.

Manholes, inlets, water valve boxes, and other such structures shall have been completed, cured, and otherwise prepared, as applicable, and made clean and ready for asphalt pavement. Unless otherwise approved, manholes shall be adjusted so that they can be paved over and then later adjusted as shown on the Standard Drawing. Paint vertical surfaces that will come in contact with asphalt pavement with tack coat material to provide a good bond and seal. Cover top surfaces with paper or other material to prevent adherence of asphalt pavement, tack coat, or prime coat.

505.03.03 Reconditioning Old Roadbed

This work consists of reconditioning and preparing previously constructed roadbed subgrades, existing stone bases and surfacings, and existing pavements; none of which were constructed by the Contractor under the pertinent Contract but on which an additional layer or course of material is to be placed.

Existing aggregate subbases, bases, and surfacings shall be bladed, scarified, leveled, and compacted in conformance to lines, grades, and cross sections as established and the density and tolerance requirements of Section 503 AGGREGATE BASES.

Prelevel uneven or broken bituminous, cement concrete, or brick surfaces with asphalt concrete as specified. Spread and compact preleveling asphalt concrete to the density and surface condition as directed.

TECHNICAL PROVISIONS

505.03.04 Tack Coat

Asphalt shall consist of emulsified asphalts (CSS-1 or CSS-1h) or an approved equal.

Spread asphalt by means of pressure-spray equipment which will provide uniformity of application at prescribed rates. Do not apply aggregate cover material to the tack coat. Asphalt shall be applied to the prepared surface at a rate of 0.05 gallons per square yard for clean surfaces and up to 0.12 gallons per square yard for dirty surfaces. The tack coat shall not be applied during wet or cold weather or during darkness and apply only so far in advance as is appropriate to maintain a tacky, sticky condition of the asphalt. Apply tack coat in such a manner as to offer the least interference to traffic and to permit at least one-way traffic without pickup or tracking of asphalt.

505.03.05 Mixing

Mix the asphalt concrete by combining aggregate, asphalt, and additives at an approved central mixing plant equipped with controls to accurately measure and monitor the various components of the mix to produce a uniform homogeneous mixture at the specified temperature.

The discharge temperature of the mix will vary with the type of mixing plant, climatic conditions, and other variables. However, the temperature shall be sufficient to provide thorough mixing and coating and to provide a mass viscosity of the mix on the grade which will permit compaction to required density. Mix temperatures and asphalt in storage shall generally not exceed 325 degrees F.

505.03.06 Placing

Conform to the Drawing of work, order of paving, and other details of performance as approved. Lift thickness shall be as shown on the Drawing or specified. Transport the asphalt concrete mixture from the mixing plant to the point of use in trucks. Send no loads so late in the day as to prevent the spreading and compacting of the mixture during daylight, unless approved lighting is provided.

Lay the mixture in strips of such width as to hold to a practical minimum the number of longitudinal joints required. The longitudinal joints in any layer of pavement shall be offset from those joints in layers below by not less than 6 inches. Before any paving is started, the Contractor shall submit a Drawing indicating locations of longitudinal joints to the Engineer for his review. Take special care at longitudinal joints to provide positive bond and required density. When the capacity of the paver to properly spread and finish exceeds the rate of delivery of mixture, operate the paver at a reduced and uniform speed to give continuous spreading and finishing.

Take care at all times to prevent segregation in the mixture as evidenced by areas of fine and coarse materials, and correct any such segregation with fresh mixture either spread and worked into the surface or by complete removal and replacement of segregated mixture at no expense to the Owner. At no time shall the coarse aggregate segregated from the mix from hand spreading or raking of joints be scattered across the paved mat. Such material shall be collected and disposed of. On areas to be patched with asphalt concrete mixture and on areas of irregular shape or limited size, the spreading and finishing requirements may be modified as approved by the Engineer. Boils and slicks occurring in the pavement

TECHNICAL PROVISIONS

must be immediately removed and replaced with suitable materials, at the sole expense of the Contractor.

505.03.07 Paving Plant and Equipment

All plant and equipment used by the Contractor in the preparation and mixing of asphalt concrete shall conform to the requirements of Section 403.33, "Standard Specifications for Highway Construction" as published by Oregon State Highway Division, 1984 Edition.

505.03.08 Weigh Scales

When materials are to be measured for payment by weighing on vehicle scales, the Contractor shall provide the scales and transport the materials to the scales provided.

At each end of the vehicle scale there shall be a straight approach in the same plane as the platform. The approaches shall be of sufficient length and width to ensure the level positioning of combination vehicles longer than the scale platform during weight determinations. All vehicle brakes shall be released while combination vehicle are being weighed.

The vehicle scales furnished shall be accurate within the tolerances required by State law and shall be licensed with the Oregon Department of Agriculture. Scales shall be suitable for the weighing to be done and shall be properly installed and maintained.

Vehicle scales shall be inspected and the accuracy tested every six months by either the State Department of Agriculture or a scale service company. Scales installed at a new site shall be inspected and the accuracy tested before use. Testing by a scale service company shall be done by using a minimum of 10,000 pounds of test weights certified by the State Department of Agriculture.

505.03.09 Hauling Equipment

Vehicles used for hauling asphalt concrete mixtures shall have tight, clean, and smooth beds which have been thinly coated with a minimum amount of paraffin oil, lime solution, soapy water or other approved material to prevent the mixture from adhering to the beds. Diesel oil may be used when requested by the Contractor and approved by the Engineer. Its use will be terminated by the Engineer if it is not being used as specified or is a source of contamination for the asphalt mix. During each application of an approved coating material, and prior to loading, the vehicle bed shall be drained of all excess coating material by raising the truck bed, opening belly dump gates or operating the conveyer belt as appropriate for the type of equipment being used.

Contractors hauling vehicles shall be so constructed and equipped with covers to protect against moisture and against heat loss, and shall have a 3/8-inch diameter hole near the middle of the left side wall of the bed to allow access for a thermometer. Vehicles which cause excessive segregation, which leak badly, or which delay normal operations, as such are determined by the Engineer, shall not be used.

TECHNICAL PROVISIONS

505.03.10 Asphalt Concrete Pavers

Pavers shall be self-contained, power-propelled units, provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing layers of asphalt concrete material in widths applicable to the specified typical sections, and to required thicknesses, lines, grades and cross sections. Extensions added to the paver when used on travel lanes shall have the same auguring and screeding equipment as the rest of the paver. The paver shall be equipped with a receiving and distribution system of sufficient capacity for a uniform spreading operation and capable of placing the mixture uniformly in front of the screed without segregation of materials.

The paver shall be designed to compensate for minor irregularities of the base on which it is supported so that such will not be reflected immediately in the surface of the layer being placed. The weight of the paver shall be supported on tracks or wheels none of which shall contact the mixture being laid. The contact area of the screed or strike-off assembly shall be uniform over the entire width of the strip of mixture being placed. The screed or strike-off assembly shall produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. The paver shall be equipped with either a manual or electronic line and grade control.

505.03.11 Weather Limitations

Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade and the surface temperature is not less than those specified in the following table:

SURFACE TEMPERATURE LIMITATIONS

<u>Compacted Thickness of Individual Courses</u>	<u>Travel Lanes/Wearing Course</u>	<u>All Other Courses</u>
Less than 1½ inches	60°F	55°F
1½ inches to 2½ inches	50°F	45°
Over 2½ inches and other	40°F	35°F

Placing of any mixture during rain or other adverse weather conditions normally will not be permitted, except that mix in transit at the time these adverse conditions occur may be laid if of proper temperature, if the mix has been covered during transit, if placed on a foundation free of pools, or flow of water and if all other requirements of these specifications are met. Asphalt concrete mixtures shall not be placed when the underlying layer is frozen, or when, in the opinion of the Engineer, weather conditions either existing or expected will prevent the proper handling, finishing, or compaction of the mixtures.

505.03.12 Compaction

The Contractor will not be permitted to use any equipment which crushes the aggregate to any extent. However, he will be required to obtain the densities required in Subsection 505.03.14.

TECHNICAL PROVISIONS

505.03.13 Compactors

Rollers shall be steel wheel, pneumatic tire, vibratory or a combination of these types as the Contractor may elect. They shall be in good condition and capable of reversing without backlash.

505.03.13A Steel Wheel Rollers

Steel wheel rollers shall have a minimum gross static weight of 8 tons and a minimum static weight on the drive wheel of 250 pounds per inch of width. For finish rolling a 6-ton minimum gross static weight is acceptable and the 250 pounds per inch of width will not be required.

505.03.13B Vibratory Rollers

Vibratory rollers shall be equipped with amplitude and frequency controls and shall be specifically designed for compaction of asphalt concrete mixtures. The rollers shall be capable of frequencies of not less than 2,000 vibrations per minute.

505.03.13C Pneumatic Rollers

The pneumatic-tired rollers shall be self-propelled, tandem, or multiple axle, multiple wheel type with smooth-tread pneumatic tires of equal size staggered on the axles at such spacings and overlaps as will provide uniform compacting pressure for the full compacting width of the roller and shall be capable of exerting ground pressures of at least 800 pounds per square inch of tire contact area. Pneumatic-tired rollers shall be fully skirted to insulate the tires from significant heat loss during compaction.

505.03.14 Density Requirements

The density of asphaltic concrete shall be at least 91% of Rice theoretical maximum density as determined in conformance with AASHTO T 209 as modified by OSHD. Asphaltic concrete pavements which do not meet substantial compliance requirements for compaction, and are deemed by the Engineer to be not suitable for use, will be rejected. Any rejected material shall be removed. No payment will be made for the rejected material or for removal of the rejected material.

Asphaltic concrete pavements which do not meet substantial compliance requirements for compaction, but are deemed by the Engineer to be suitable for use, may be left in place if the Contractor so elects. A price reduction for such materials will be determined as follows: The percentage below the required density will be squared and the result rounded off to the nearest whole figure and a percentage deduction made to the in place price equal to the results. Any pavement with a density less than 89% will not be considered suitable.

Samples and tests will be taken as frequently and at such locations as the Engineer elects, and the results will be made known to the Contractor as soon as is practicably possible. However, it shall be the responsibility of the Contractor to obtain specified density at all times, and delay in advising the Contractor of test results shall not act as a waiver of this responsibility. When it is determined that specified density is not being obtained, discontinue all paving operations until corrective measures have been taken.

TECHNICAL PROVISIONS

Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition to fresh mixture when required. Do not displace the line and grade of edges. Moisten steel roller wheels with water or other approved material to the least extent necessary to prevent pickup of mixture and yet not cause spotting or defacement of the surface of the mixture.

Along curbs and walls, on walks, irregular areas, and other areas not practicably accessible to specified rollers, compact the mixture with small rollers, mechanical tampers, hot hand tampers, or smoothing irons. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

Remove and replace any mixture that becomes loose and broken, mixed with dirt, or is defective in any way. Remove and replace any area showing an excess or deficiency of bituminous cement. Removal and replacement under these provisions shall be at the sole expense of the Contractor.

505.03.15 Transverse Joints

When the end of a course or strip of asphalt concrete is to be temporarily subject to traffic, the end shall be left on a bevel of approximately 20:1 (horizontal to vertical), being later cut back to a vertical edge. Form transverse joints by cutting back on the previous run to expose the full depth of the layer or course.

Place a course or strip of asphalt concrete as nearly continuous as practicable. Carefully construct transverse joints using vertical faces and thoroughly compact to provide a smooth riding surface. Apply a coat of bituminous material to contact surfaces just before mixture is placed against previously rolled mixture. The Contractor shall use a 10-foot straight edge to determine the location of the full depth vertical faces. At bridge ends or at joints with other rigid type structures, existing bases shall be conditioned and compacted, and place asphalt concrete to extra thickness and compact in transverse direction as well as longitudinally.

505.03.16 Construction Joints

Placing of a course or strip of asphalt concrete shall be as nearly continuous as practicable. The mixture shall be laid in strips of such widths as to hold to a practical minimum the number of longitudinal joints required. Longitudinal joints in the wearing course shall not occur within the area or width of a traffic lane or auxiliary lane. On median lanes and on shoulder areas such joints shall occur only at points of change in the transverse slopes as shown on the plans or designated by the Engineer. The longitudinal joints in one layer shall offset those in the layer immediately below by a minimum of 6 inches. Underlying longitudinal joints shall be within 12 inches of the edge of a lane or within 12 inches of the center of a lane, except in irregular areas, or if otherwise shown on the plans.

When placing of asphalt concrete pavement in layers in excess of 2-inch nominal thickness is being performed under traffic, work shall be scheduled in a manner such that at the end of each working day, the full width of the area to be paved shall be completed to the same elevation with no longitudinal drop-offs within this width.

TECHNICAL PROVISIONS

When placing of asphalt concrete pavement in layers of 2 inches or less in thickness is being performed under traffic, work shall be scheduled in a manner such that at the end of each working shift, one strip of new travel lane pavement shall not extend ahead of the adjoining strip of travel lane pavement more than the distance normally covered by each shift.

Where abrupt or sloped drop-offs occur within or at the edge of the paved surface, the Contractor shall construct and maintain a wedge of asphalt concrete at a Slope 10:1 or flatter along the exposed joint.

505.03.17 Thickness and Number of Layers

Asphalt concrete shall be placed in the number of courses and to the total compacted thickness per course called for by the typical cross sections given on the plans. The top surface of each layer of asphalt concrete shall be spread at grade and cross section closely paralleling the specified top surface of the finished pavement.

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

<u>Type of Mix</u>	<u>Maximum Compacted Thickness Layers</u>
"A"	4 Inches
"B"	3 Inches
"C"	2 Inches
"D"	1 Inch

505.03.18 Pavement Samples

The Engineer shall be permitted to cut samples or to take cores from the full depth of compacted mixture or from the separate layers and courses thereof, for testing purposes, and at such locations and at such frequencies as the Engineer determines necessary for proper representation. Where samples have been taken, and when directed by the Engineer, the Contractor shall furnish new like material for filling the holes with no extra compensation.

505.03.19 Pavement Smoothness

The top surface of the asphalt concrete pavement, either parallel to or perpendicular to the centerline, when tested with a 12-foot straightedge, furnished and operated by the contractor, either shall not vary by more than 0.02 foot. The Engineer will observe this testing and may require additional testing. The means of correction of a surface that does not meet the smoothness requirements shall have the approval of the Engineer.

When tests show the pavement is not within the above tolerances, the Contractor shall take immediate action to correct equipment or procedures in his paving operation to eliminate the unacceptable

TECHNICAL PROVISIONS

pavement roughness.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way and they are not required to be adjusted or are required to be adjusted before paving, these tolerances will not apply at the utility appurtenance.

Any surface irregularities exceeding the above tolerances shall be corrected by the Contractor using a method or methods listed herein and approved by the Engineer. Corrective Action - Corrective measures by the Contractor requiring one or more of the following actions approved by the Engineer shall be performed on deficient areas:

1. Remove and replace the surface course.
2. Place an overlay of a thickness approved by the Engineer.
3. Grind the pavement surface utilizing diamond blades up to a maximum depth of 0.3 inch and apply an emulsion fog coat as directed by the Engineer.

All corrective work shall be completed within 10 working days following notification from the Engineer that the pavement does not meet the specified tolerances, unless otherwise directed by the Engineer. All corrective work, including furnishing of materials, shall be performed at the Contractor's expense and no adjustment in contract time will be made for corrective action work.

505.03.20 Special Protection Under Traffic

In addition to other required provisions for traffic, the following shall apply to pavement construction: no traffic or equipment shall come in contact with the compacted mixture until it has cooled and set sufficiently to prevent marking; edges shall be protected from being broken down; and edge drop-offs one or more inches in height shall be marked with warning devices visible by day and night to the traveling public, and placed at spacings indicated on the plans or as directed by the Engineer.

505.04 MEASUREMENT AND PAYMENT

505.04.01 Measurement

Pay quantities for hot mix asphalt concrete and other bituminous construction under this Section will be measured by one or another of the methods as set forth hereinafter.

505.04.01A Asphalt Concrete on a Single Unit Basis

When pay items in the Proposal so indicate, the quantity of asphalt concrete used in the accepted work as specified will be measured on a ton basis. There will be no separate measurement of bituminous cement or additives contained in the mixture or used otherwise in the work. Measurement will be made on the number of tons of asphalt concrete, as weighed on approved and tested scales. Give trip tickets to the Engineer for his signature as the material is delivered. Each trip ticket shall show date and time of delivery, truck number, driver's name, net weight of material, and will be considered as valid delivery receipts only when signed by the Engineer. No material will be accepted without a trip ticket being available at the time of delivery.

TECHNICAL PROVISIONS

505.04.01B Asphalt Concrete on Square Yard Basis

When the pay items in the Proposal so indicate, asphalt concrete, complete in place, as specified and accepted, will be measured on a square yard basis. Measurement will be made of width and length of each separately constructed strip of pavement, wherein width is the design width or edge-to-edge width of pavement, whichever is the lesser, and length is from end to end of the pavement along the center of the strip. Measurement will be on the surface of the pavement to the nearest foot and the square yardage will be to the nearest full square yard.

The Engineer may take core samples of the pavement or use other methods to determine the actual pavement thickness constructed. Extra thickness of pavement as shown or as directed will be measured by conversion on a proportionate volume basis to an equivalent number of square yards of specified standard thickness pavement.

No additional payment over the Contract unit price will be made for pavement having a thickness greater than shown or ordered. When the pavement is found deficient in thickness by more than 0.2 inch, but not more than 1 inch, as determined by test cores of reasonable test samplings, payment for pavement will be made at an adjusted price as specified in the Special Provisions.

505.04.02 Payment

Payment will be made for any or all of the following items when listed as pay items in the Proposal for any particular Contract:

<u>Payment Item</u>	<u>Unit of Measure</u>
1. Asphalt concrete mixture (specify class)	Per Ton
2. Asphalt concrete (specify class & thickness)	Per S.Y.

A deduction of 1% of the in-place price will be made for each 1% cumulative deviation from the allowable tolerance of each component of the job mix formula required by the specification, except as follows:

Deviations in asphalt cement shall be weighted 8-times, and deviations in 200-minus material shall be weighted 2-times the deviation in other specified aggregate sieve sizes.

All materials furnished where the cumulative deviation equals or exceeds 12% shall be removed and replaced with acceptable material at the sole expense of the Contractor.

When asphalt paving materials with a cumulative deviation of less than 12% are furnished, the Owner shall notify the Contractor, in writing, to remove and replace defective materials at the sole expense of the Contractor or to pay to the Owner liquidated damages in accordance with the above deduction schedule.

PROJECT INFORMATION

**CITY OF NEWBERG
RIVER STREET ASPHALT LEVELING PROJECT**

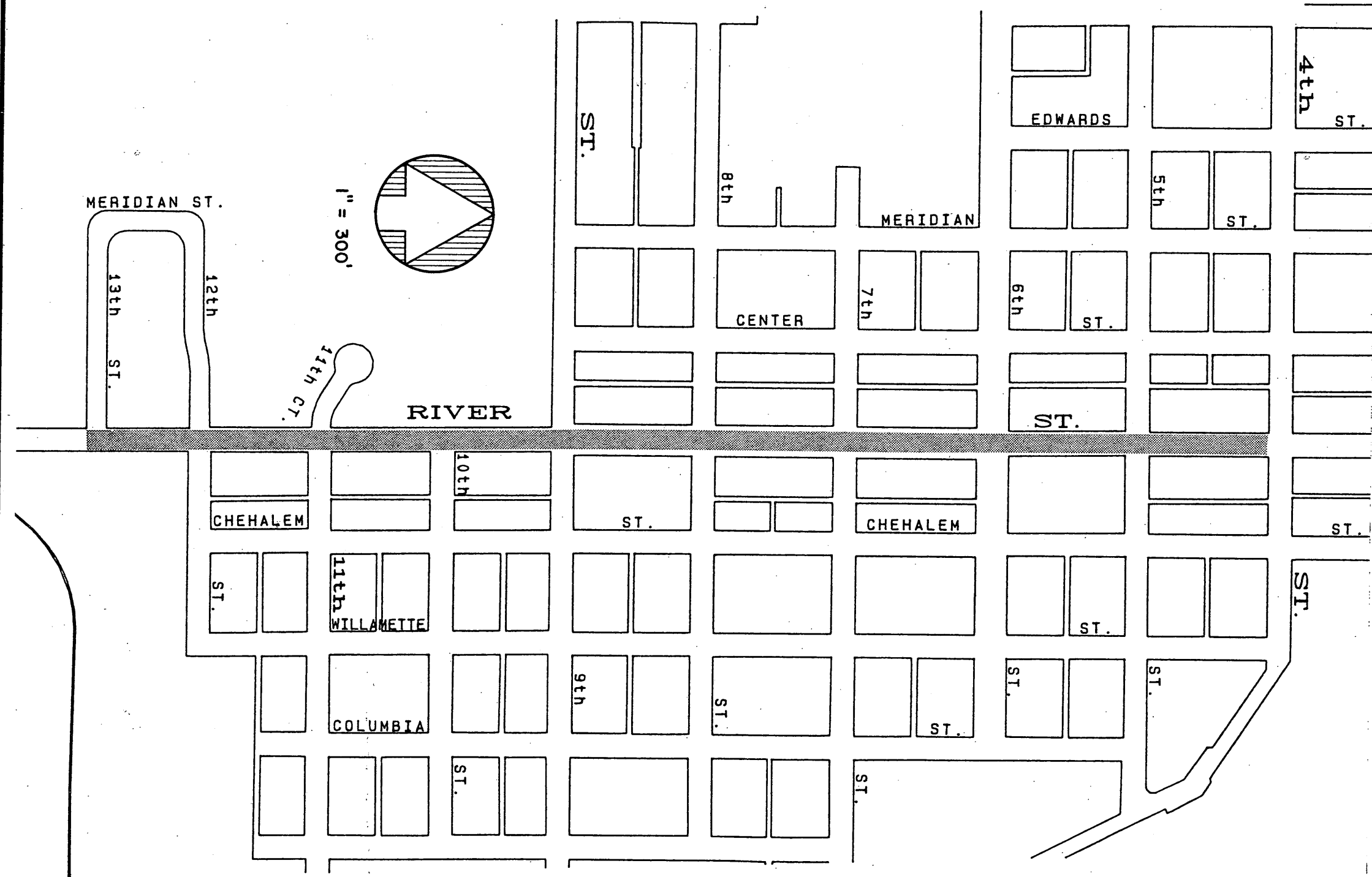
APRIL 1995

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
River Street:			
0 + 00	0		C/L monument box at 4th St.
3 + 42	18		Catch basin
3 + 43			North curb, 5th St.
3 + 52	6		Manhole
3 + 67		13	Water valve
3 + 72		14	Water valve
7 + 13			North curb, 6th St. (E)
7 + 22		4	Manhole
7 + 34	5		Manhole
7 + 41		16	Water valve
7 + 50		5	Manhole
10 + 98	0		C/L monument box at 7th St.
11 + 05		5	Manhole
11 + 17		15	Water valve
14 + 40			North curb, 8th St.
14 + 58		5	Manhole
14 + 71		17	Water valve
14 + 81		14	Water valve
18 + 08		7	Manhole
18 + 17	0		C/L monument box, 9th St.
18 + 25		7	Manhole
18 + 32		16	Water valve
18 + 39		15	Water valve
21 + 07	19		Catch basin
21 + 09			North curb, 10th St.
21 + 33		5	Manhole
21 + 41	15		Manhole

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
21 + 45	20		Catch basin
21 + 46		12	Catch basin
23 + 82		12	Catch basin
24 + 13		18	Water valve
24 + 19			North curb, 11th St. (E)
24 + 20	22		Catch basin
24 + 27	12	9	Manhole
24 + 35		4	Manhole
24 + 64	15		Catch basin
27 + 25		18	Water valve
27 + 28			North curb, 12th St. (W)
27 + 39		17	Water valve
27 + 44	11		Manhole
27 + 46	6		Manhole
27 + 54		4	Manhole
27 + 55	7		Manhole
27 + 67		16	Catch basin
29 + 90			North curb, 13th St.
30 + 06	6		Manhole
30 + 08		3	Manhole
30 + 25		15	Water valve
30 + 30		14	Water valve
30 + 41			End curb

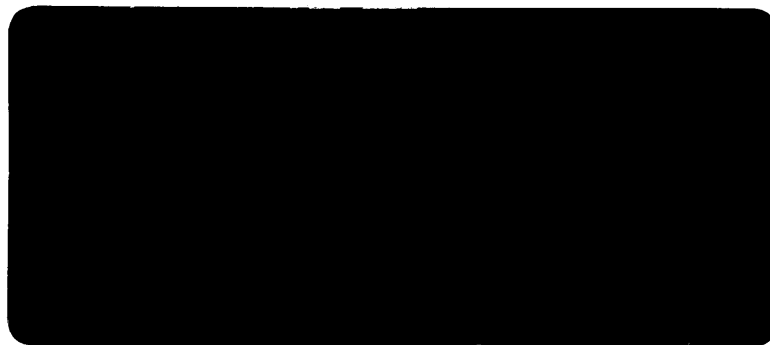


RIVER ST.
ASPHALT LEVELING
PROJECT

PROJECT MAP

CITY of NEWBERG

ENGINEERING DEPT.



4/21/95

**CITY OF NEWBERG
RIVER STREET
ASPHALT LEVELING PROJECT
CONTRACT DOCUMENTS
APRIL 1995**

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City of Newberg
ADVERTISEMENT FOR BIDS
RIVER STREET ASPHALT LEVELING

Sealed bids for the construction of the **River Street Asphalt Leveling Project** in the City of Newberg, Oregon addressed to the Community Development Director, 719 E. First St., Newberg, Oregon 97132, will be received by Community Development Director, until **4:00 p.m.** prevailing time on the **21st day of April, 1995** at Community Development Building, 719 E. First St., Newberg, Oregon at which time and place all bids will be opened and publicly read aloud by the undersigned or his designated representative.

The estimated quantities of work are: 250 tons of Class D Asphalt Concrete Leveling Course and related work.

Plans and Specifications may be **obtained** at the office of the Community Development Director, 719 E. First St., Newberg, Oregon 97132 upon receipt of a non-refundable payment of \$25.00 for each set. Plans and specifications may also be **examined** at the same location.

Bidders must be prequalified. Those who are not prequalified with the City must file application no later than 5:00 p.m. prevailing time on the **20th day of April 1995**.

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

All bidding shall comply with Presidents Executive Order No. 11246. All bidders shall comply with the applicable provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964.

Each bid must be submitted on the prescribed form in a sealed envelope, and clearly marked on the outside that it is a bid. Each bid must be accompanied by a certified check or bid bond payable to the City of Newberg, Oregon, in an amount of not less than 10 percent of the total amount of the bid submitted. The successful Bidder will be required to furnish a bond for faithful performance on the contract in the full amount of the contract price.

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

Greg Scoles
Community Development Director

BID

PLACE: CITY OF NEWBERG, OREGON
PROJECT: RIVER STREET ASPHALT LEVELING PROJECT
TO: MAYOR AND CITY COUNCIL
CITY OF NEWBERG, OREGON
719 E. FIRST STREET
NEWBERG, OREGON 97132

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

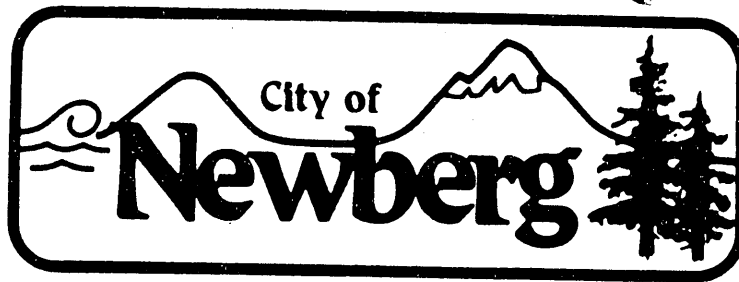
The Bidder declares that he has carefully examined the plans and specifications with related documents, that he has personally inspected the site of the proposed work; that he has satisfied himself as to the quantities involved including materials and equipment, and is familiar with all of the conditions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

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

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

The Bidder further agrees to begin work within ten calendar days after receipt of written "Notice to Proceed" of the owner and to fully complete the project within thirty (30) calendar days thereafter. 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.



City Manager
(503) 538-9421

City Attorney
(503) 537-1208

ADDENDUM NO. 1
RIVER STREET ASPHALT LEVELING PROJECT
April 19, 1995

414 E. First St.
Newberg, Oregon 97132

City FAX
(503) 538-5393

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

1. Schedule of Prices. Item 4, Leveling Course Asphalt.

Change estimated quantity to 375 tons.

2. Special Provisions. No. 4, Preleveling Hand Work.

This work is estimated to take approximately 20 tons of Class D asphalt. Close River Street and use detour signing.

3. Special Provisions. Add No. 7, Removal of Plant Growth.

The City will spray to kill plant growth in the street, with two applications if necessary. Growth dead or alive shall be removed by the contractor.

4. Special Provisions. Add No. 8, Manhole Adjustment.

There are several old manhole frames and covers on this street which are not standard size. If one of these needs to be raised pave over it then install a standard frame and cover with adjustment as required. This work will be paid as Extra Work.

5. Special Provisions. Add No. 9, Street Closure.

One segment of River Street may be closed at a time, as follows:

(1) 4th to North side of 9th (2) North side of 9th to 13th.

Bidders shall acknowledge on Page 3 of the Contract Documents that they have received this addendum by writing in Addendum number and date received.


Larry Anderson, P.E.
Engineering Manager

k:\wpl\abby\specs\river.st\addendum.1

Building: 537-1240 • Community Development: 537-1210 • Finance: 537-1201 • Fire: 537-1230
Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1214 • Utilities: 537-1205
Municipal Court Fax: 537-1277 • Community Development Fax: 537-1272 • Library Fax: 538-9720

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

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.

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

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

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

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

The Bidder acknowledges receipt of the following addendum.

NO. 1 DATE 4/19/95 NO. _____ DATE _____
NO. _____ DATE _____ NO. _____ DATE _____

The name of the Bidder submitting this Proposal is MORSE BROS., INC.

doing business at P.O. Box 7 LEBANON OR 97355
Street City State Zip

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

BIDDER'S PERFORMANCE BOND STATEMENT

MORSE BROS., INC.

_____, hereinafter referred to as Contractor, is
(Name of Contractor)

submitting a bid to the City of Newberg pursuant to the latter's advertisement for bids dated April 1995 for the River Street Asphalt Leveling Project.

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

Contractor understands and agrees if Contractor fails to provide the performance bond, the Owner will reject such bid and the bid bond or security submitted with the subject bid will be forfeited. The Surety requested to issue the Performance Bond will be Safeco Ins. Co.
(Surety Company)

Contractor hereby authorizes Safeco Ins. to disclose any information to the Owner
(Surety Company)

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

In witness thereto the undersigned has set his hand this ____ day of _____ 1995.

Signature of Bidder

Title

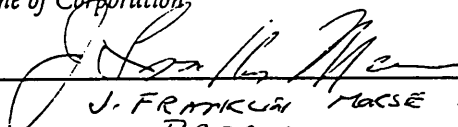
(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and the seal affixed by its duly authorized officers this 19 day of April 1995.

MORSE BROS., INC.

Name of Corporation

By


J. FRANKLIN MORSE
PRESIDENT

Title

Attest


Secretary STEPHEN FREY
ASSISTANT SECRETARY

RIVER STREET ASPHALT LEVELING PROJECT
SCHEDULE OF PRICES

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE IN FIGURES	UNIT PRICE IN WRITING	TOTAL AMOUNT
1 Mobilization	L.S.	L.S.	1650	One thousand six hundred fifty \$	1650
2 Detour Signing	L.S.	L.S.	1250 750	Twelve ^{10.00} hundred fifty \$	750 1250
3 Tack coat, CSS-1 Emulsified Asphalt	6	TON	10 ⁰⁰	Ten Dollars	60
4 Leveling course Asphalt, Class D	375 250	TON	42 ⁰⁰	Forty two Dollars	15750
5 Adjust Manhole	⁷² 6	EACH	100 ⁰⁰	One hundred Dollars	600
TOTAL BID				Thirteen ⁷² Eighteen ^{Three} thousand Eight ⁰⁰ hundred Ten Dollars	15540 ⁰⁰ 819310 ⁰⁰
CONTRACTOR NAME	Morse Bros Inc.				
ADDRESS	PO Box 7 Lebanon OR 97355				
PHONE/FAX	451 5141				
SIGNATURE	Tom Calloway				

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 19 day of MAY, 1995, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and

MORSE BROS., INC.

of P O Box 7

LEBANON OR 97355

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 River Street Asphalt Leveling Project to the extent of the Bid made by the Contractor on the 19 day of April, 1995, all full compliance with Contract Documents referred to herein.

The Advertisement for Bid, the signed copy of the Bid made by the Contractor, the fully executed Performance and Payment Bond, the General Provisions, the Special Provisions, the Technical Provisions, entitled River Street Asphalt Leveling Project dated April 1995, are hereby referred to and, by reference, made a part of this Contract as fully as if the same were completely set forth herein.

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

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

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

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

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

CITY OF NEWBERG, OREGON

By

Thane R. Cole

City Manager
Title

CONTRACTOR MORSE BROS., INC.

By

Stephen Frey

STEPHEN FREY
ASSISTANT SECRETARY

Title

APPROVED AS TO FORM:

Ben 5/30/95

City Attorney

PERFORMANCE - PAYMENT BOND

BOND NO. 5805508

KNOW ALL MEN BY THESE PRESENTS: That we MORSE BROS., INC.

A CORPORATION hereinafter called "Principal" and SAFECO INSURANCE COMPANY OF AMERICA
 (Corp., Partnership, or Individual)
 of SAFECO PLAZA, SEATTLE, State of WASHINGTON, herein after called "Surety", are held
 firmly bound unto the City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of NINETEEN THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS Dollars (\$19,310.00) in lawful money of the United States, for the payment
 of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and
 successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
 certain contract with the Owner, dated this 18TH day of MAY, 1995, a copy of which is hereto
 attached and made a part hereof for the construction of the River Street Asphalt Leveling 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 18TH day of MAY 1995.

Stephen Frey
(Principal) Secretary STEPHEN FREY
ASSISTANT SECRETARY

MORSE BROS., INC.
Principal

J. Franklin Morse (s)
J. FRANKLIN MORSE
PRESIDENT
P.O. Box 7, Lebanon, OR 97355
(Address - Zip Code)

(SEAL)

Luan Donnelly
Witness as to Principal
PO Box 7
Lebanon, OR 97355
(Address - Zip Code)

ATTEST

(Surety) Secretary

SAFECO INSURANCE COMPANY OF AMERICA
Surety

By Laurie A. Casse
Attorney-in-fact
LAURIE A. CASSEL

(SEAL)

Heidi L. Breen
Witness as to Surety HEIDI L. BREEN

1175 MAIN STREET, LEBANON, OR
(Address - Zip Code) 97355

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



POWER
OF ATTORNEY

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

No. 4844

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint
*****JEFFREY N. KING; BARRY L. JOHNSON; LAURIE A. CASSEL, Lebanon, Oregon*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 24th day of March, 19 95.

R.A. Pierson
R.A. PIERSON, SECRETARY

Dan D. McLean
DAN D. McLEAN, PRESIDENT

CERTIFICATE

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

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

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

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

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

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

this 18TH day of MAY, 19 95.



R.A. Pierson
R.A. PIERSON, SECRETARY

GENERAL PROVISIONS

**CITY OF NEWBERG
RIVER STREET ASPHALT LEVELING PROJECT**

APRIL 1995

GENERAL PROVISIONS

SECTION 1.00 DEFINITIONS AND TERMS

Terms used or referred to herein are defined as follows:

1.01 BID

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

1.02 BIDDER

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

1.03 CHANGE ORDER

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

1.04 CONTRACTING AGENCY

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

1.05 CONTRACT

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

1.06 CONTRACTOR

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

1.07 ENGINEER

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

1.08 HOUSE CONNECTION SEWER

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

GENERAL PROVISIONS

1.09 HOUSE SEWER

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

1.10 INSPECTOR

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

1.11 LABORATORY

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

1.12 LINEAL FOOT

Horizontal measurement as determined by engineers' station.

1.13 MAJOR ITEM

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

1.14 NOTICE TO PROCEED

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

1.15 PERSON

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

1.16 PLANS

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

1.17 PROPOSAL GUARANTY

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

GENERAL PROVISIONS

1.18 REFERENCE SPECIFICATIONS

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

1.19 ROADWAY

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

1.20 SANITARY SEWER

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

1.21 SEWER

A pipe or conduit that carries wastewater or drainage water.

1.22 SPECIAL PROVISIONS

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

1.23 SPECIFICATIONS

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

1.24 STANDARD DRAWINGS

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

1.25 STATE

The State of Oregon.

1.26 STORM SEWER

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

GENERAL PROVISIONS

1.27 STREET

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

1.28 SURETY

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

1.29 UTILITY

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

1.30 WORK

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

1.31 ABBREVIATIONS AND SYMBOLS

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

SECTION 2.00 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 INTERPRETATION OF PLANS AND SPECIFICATIONS

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

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

2.02 FIELD CONDITIONS

Logs of test holes, ground water levels, and any accompanying soil reports as furnished by the Contracting Agency are furnished for general information only. The field conditions so set forth shall not constitute a representation or warranty, expressed or implied that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the site conditions. The Contracting Agency will not be liable for any loss sustained by the Contractor as a result of any variance between conditions as set forth in the soil reports or as shown by the logs of test

GENERAL PROVISIONS

holes and the actual conditions revealed during the progress of the work or otherwise.

2.03 CONTRACT DOCUMENTS

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

2.04 TYPE OF BID

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

2.05 PREPARATION OF BIDS

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

Any Bid shall be deemed informal which contains omissions, erasures, alterations or additions of any kind, or items uncalled for, or in which any of the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Advertisement for Bids.

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

2.06 SUBMISSION OF BIDS

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

2.07 WITHDRAWAL OF BID

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

GENERAL PROVISIONS

2.08 BID SECURITY

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

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

2.09 CONDITIONS OF WORK

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

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

2.10 PREQUALIFICATION OF BIDDERS

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

SECTION 3.00 AWARD AND EXECUTION OF CONTRACT

3.01 AWARD OF CONTRACT

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

Unless otherwise stated in the Special Provisions or in the Advertisement for Bids the contract will be awarded within the forty-five (45) days after the opening of Bids to the lowest bidder meeting the qualifications required by law, including but not limited to the law relating to prequalification of

GENERAL PROVISIONS

bidders, and the requirements stated in the advertisement for bids, and instructions to bidders, and/or the specifications, and whose bid complies with all the prescribed requirements unless all bids are rejected. The Contracting Agency reserves the right to reject any and all bids and no bid shall be considered as being binding upon the Contracting Agency until the execution of the Contract; and failure of the Awardee to properly execute the awarded contract and furnish acceptable bonds and insurance as provided herein, shall be just and sufficient cause for the annulment of the award and the forfeiture of his proposal guaranty.

3.02 EXECUTION OF CONTRACT

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

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

3.03 CONTRACT BONDS

Prior to the execution of the Contract, the Contractor shall file with the Contracting Agency a Performance Bond in the amount and for the purposes noted below, duly executed by a responsible corporate surety authorized to issue such bonds in the State of Oregon, which bond must in all respects comply with ORS 279.029 and ORS 279.526 Et. Seq. inclusive, and be satisfactory and acceptable to the Contracting Agency and he shall pay all premiums and costs thereof and incidental thereto to keep such bond in full force until one year after acceptance of the work in writing by the Contracting Agency.

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

Provided the Contractor shall faithfully and truly observe and comply with the terms, conditions, and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken, and within the time prescribed therein or as extended as provided in the applicable Standard Specifications, and shall indemnify and save harmless the Contracting Agency, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the Contractor or his subcontractors: equipment, supplies, labor, or materials for the prosecution of the work, or any

GENERAL PROVISIONS

part thereof, provided for in said contract, and shall pay all contributions or amounts due the State Industrial Accident Fund and the State Tax Commission; and shall pay all other debts, dues and demands incurred in the performance of the said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

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

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

3.04 PROTECTIVE LIABILITY INSURANCE REQUIREMENTS AND PROPERTY INSURANCE

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

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

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

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

GENERAL PROVISIONS

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

3.05 CONTRACTING AGENCY'S IMMUNITY FROM LIABILITY

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

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

3.06 INDUSTRIAL ACCIDENT INSURANCE

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

SECTION 4.00 SCOPE OF WORK

4.01 INTENT OF CONTRACT

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

4.02 PLANS, SPECIFICATIONS AND WORK

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

Specifications and plans referred to in any of the contract documents shall be considered as being included in the document in which such reference is made. A reference to a particular specification or standard drawing in the contract documents shall refer to the version that is in force at

GENERAL PROVISIONS

the time of advertisement for bids.

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

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

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

4.03 PLANS AND SHOP DRAWINGS

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

When shop drawings are required in the various sections of the specifications or are requested by the Engineer, they shall be prepared in accordance with standard engineering practice. Shop drawings shall be of sufficient size and scale to clearly illustrate all details. Unless otherwise specified, shop drawings shall be submitted in quadruplicate to the office of the Engineer for approval or correction not less than 30 days before approved drawings will be required. One set will be returned to the Contractor marked "approved" or "approved as corrected". If changes are required, four copies of corrected shop drawings shall be delivered to the Engineer. No materials shall be furnished or work done on items requiring shop drawings prior to approval. Approval of shop drawings shall not relieve the Contractor from responsibility for errors or omissions of any sort in the shop drawing.

4.04 CHANGES AT THE CONTRACTOR'S REQUEST

Provision has been made in the specifications for certain specific changes in methods of construction which may be made at the Contractor's request and upon approval of the Engineer. Changes in the drawings and specifications, other than those specified herein, which do not materially affect the work, and which are not detrimental to the work or to the interests of the Contracting Agency as determined by the Engineer, may be granted to facilitate the work of the Contractor when such changes are requested in writing and submitted to the Engineer for approval. In the event such changes are granted, the changes shall be made without additional cost to the Contracting Agency, and the Contracting Agency reserves the right to receive an equitable adjustment in the contract price or contract time as a consideration for authorizing any such change.

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4.05 ALTERATION OF QUANTITIES AND EXTRA WORK

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

4.06 ALTERATION OF QUANTITIES

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

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

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

4.07 LABOR

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

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4.08 EXTRA WORK

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

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

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

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

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

4.08A LABOR

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

4.08B MATERIALS

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

- a. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for actual costs incurred in the handling of such materials will be permitted.

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- b. If the materials are obtained from a supplier or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current price of such materials delivered to the job site, whichever price is lower.
- c. The Contracting Agency reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such furnished materials.

4.08C EQUIPMENT RENTAL

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

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

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

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

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

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

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

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

- a. Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original

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location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

b. Equipment Not on the Work - For the use of equipment moved in for the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid rental rates as agreed to, as provided in Section 4.08C above, and for the cost of transportation of the equipment to the location of the work and its return to its original location, all in accordance with the following provisions.

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

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

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

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

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

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

4.08D RECORDS

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

The Contractor shall furnish to the Engineer daily reports in duplicate of the extra work to be paid for on a force account basis. The reports shall itemize the materials used and shall set forth the direct cost of labor and the charges for equipment rental whether furnished by the Contractor, or subcontractor. The reports shall provide all names or identifications and classifications of workmen,

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the hourly rate of pay and hours worked together with the size, type, and identification number of equipment and hours of equipment operation. All reports shall be signed by the Contractor or his authorized representative.

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

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

4.09 CLEANUP AND DUST CONTROL

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

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

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

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

4.10 VERMIN CONTROL

At the time of occupancy by the Contracting Agency, any structure or structures entirely constructed under the contract shall be free of rodents, insects, vermin and/or pests. Extermination work as may be necessary shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a licensed agency and in

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accordance with the requirements of governing authorities. The Contractor shall be responsible for any injury to persons or property resulting from extermination work.

4.11 SANITARY PROVISIONS

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

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

SECTION 5.00 CONTROL OF WORK

5.01 SUPERVISION AND INSPECTION

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

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

The Contractor shall be fully responsible for providing proper supervision and sufficient labor and equipment to accomplish the work and to complete the work within the contract time. The Contractor shall notify the Engineer 24 hours prior to commencing any work, or resuming work after shutdowns, except for normal resumption of work following Saturdays, Sundays, or Holidays. The Contractor shall maintain a local telephone for the duration of the contract, at his own expense, where he or his authorized representative may be reached directly or by message at all times; during and outside of working hours.

5.02 COOPERATION WITH OTHERS

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

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

5.03 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

The Contractor shall perform the work of the contract so that it will properly coordinate with and fit the work performed by other contractors. He also shall give the other contractors every reasonable opportunity to perform their work, store materials, and place equipment therefor, and fit their work to the work of other contractors. He shall furnish to the other contractors all information necessary in order that they may properly connect and fit their work to his and in ample time, so that they may have reasonable opportunity to prepare their work accordingly. He shall make the work of the contract ready to receive the work of the other contractors at the time fixed therefor, and shall fit this work to that of the other contractors at the times fixed therefore.

5.04 UTILITIES

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

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

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

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

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has been completed.

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

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

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

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

5.05 BY OTHER THAN THE CONTRACTOR

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

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

5.06 BY THE CONTRACTOR UNDER A SPECIFIC CONTRACT ITEM

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

The drawings and detailed specifications will give the construction details for the work, and unless the time at which the work must be done is specified in the detailed specifications, the Contractor shall coordinate with the Engineer in respect to when the work is to be done.

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5.07 BY THE CONTRACTOR BUT NOT UNDER A SPECIFIC CONTRACT ITEM

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

5.08 BY THE CONTRACTOR - SERVICE CONNECTIONS (EXCEPT SANITARY SEWER)

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

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

5.09 BY THE CONTRACTOR FOR HIS OWN CONVENIENCE

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

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

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

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

b. When any portion of a utility is in close proximity and more or less parallel to the structure of

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

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

5.11 RESPONSIBILITY OF THE CONTRACTOR

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

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

5.12 DELAYS CAUSED BY FAILURE TO RELOCATE UTILITIES

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

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

5.13 PERMANENT SURVEY MARKERS

The Contractor shall notify the Engineer not less than seven days prior to starting work in order that the Engineer may take necessary measures to insure the preservation of survey monuments, stakes, and bench marks. The Contractor shall not disturb permanent survey monuments, stakes or bench marks without the consent of the Engineer, and shall notify Engineer and

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bear the expense of replacing any that may be disturbed without permission. Replacement shall be done or arranged for only by the Engineer.

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

5.14 LOT STAKES

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

5.15 SURVEY SERVICE

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

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

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

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

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

5.16 PRIVATE ENGINEERS

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

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5.17 LINE AND GRADE

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

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

5.18 PRESERVATION OF PROPERTY

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

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

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

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

5.19 DAMAGE TO RAILROADS

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

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provide such trackwalkers and flagmen as the said owners and officials may deem necessary for the adequate protection of the railroad property and train service.

The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience or delay which may result from the carrying out of the work to be done under this contract, and if the SPECIAL PROVISIONS so specify, he shall give bond or insurance in the amount therein specified to each corporation, company, partnership, or individual owning or operating any of the properties affecting, in guarantee of this responsibility. Any extension of time granted the Contractor in which to complete the contract shall not relieve him or his surety from this responsibility.

5.20 PROTECTION OF MATERIALS AND WORK

The Contractor shall provide and maintain substantial and adequate protection as necessary to protect new or existing work, and all items of equipment and furnishings, for the duration of the contract, except that by the Contracting Agency action the contractor may be relieved of certain responsibilities for maintenance and protection of completed portions of the work as provided under Section 5.23, hereof.

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

5.21 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

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

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

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

Materials shall not be stored in streets, roads, or highways for longer than four working

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

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

5.23 HISTORICAL AND ARCHAEOLOGICAL REPORTS

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

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

5.24 LIGHT, POWER, AND WATER

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

SECTION 6.00 CONTROL OF MATERIALS

6.01 MATERIALS AND WORKMANSHIP

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

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

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used until approval in writing has been given by the Engineer.

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

6.02 TEST OF MATERIALS

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

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

6.03 TRADE NAMES AND EQUALS

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

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

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

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Contractor shall furnish and install the item specified or indicated by name.

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

SECTION 7.00 RESPONSIBILITY TO THE PUBLIC

7.01 PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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7.02 DETOURS

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

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

1. One day duration
 - (a) Passable - no gravel but graded
 - (b) Water and maintain smooth and dust free
2. One day to one week duration
 - (a) Gravel
 - (b) Water and maintain smooth and dust free
3. More than one week - if on a major or secondary arterial street (if on a collector street, treatment No. 2 above will suffice)
 - (a) Gravel 2 in. and graded
 - (b) Penetration with a minimum of .30 gal. per square yard MC70
 - (c) Maintain with patching of chuck holes
4. General Conditions
 - (a) If maintenance is not performed, the Contracting Agency will do the maintenance and bill the Contractor at rates specified in Section 4.08 and 4.09.
 - (b) When directed by the Engineer detours shall be removed and all ditches, etc. restored before the permit is closed out. If restoration is delayed more than one week after completion of work, the Contracting Agency will restore the area and bill the Contractor.
 - (c) Before pavement is cut, the Engineer must approve the construction and barricading.
 - (d) Provisions for public convenience and public safety shall be maintained in compliance with Section 7.01 through 7.03 hereof.

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

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7.03 PUBLIC SAFETY

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

All warning signs, barriers, barricades, lights and performance of flagmen shall conform to the "Oregon Manual on Uniform Traffic Control Devices for Streets and Highway" issued by the Oregon State Highway Department; local ordinances; and existing published rules and/or traffic control manuals and regulations of the Contracting Agency.

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

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

7.04 FIRE HYDRANTS

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

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

7.05 USE OF EXPLOSIVES

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

7.06 SAFETY

Construction materials, equipment, methods and workmanship shall be in accordance with applicable local ordinances and State laws. The Contractor shall comply with the lawful orders

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and codes issued by the Workmen's Compensation Board of the State of Oregon.

7.07 LABOR

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

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

7.08 NONDISCRIMINATION OF LABOR

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

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

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

7.09 MINIMUM WAGE, PAYMENT OF LABORERS AND MATERIALMEN

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

The provisions of this law do not apply to workmen or to persons regularly employed on a

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

If the wage paid by any contractor or subcontractor to workmen is based on a period of time other than an hour, the hourly wage shall be mathematically determined by the number of hours worked in that period. The "locality", for the purposes hereof, shall be the largest city in the county or counties in which the work under the contract is performed.

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

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

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

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

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

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

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

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

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

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

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

7.11 PERMITS AND LICENSES

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

7.12 CLEARING AND BURNING PERMITS

The Contractor shall comply fully with ORS 477.685 which reads, in part, as follows:

- "(1) Before clearing any right-of-way for any highway or railroad, or any power, commercial

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telegraph or telephone line, or for any transmission or transportation utility right-of-way on any forest land, whether upon his land or that of another, where the clearing would constitute a fire hazard, every person shall file with the forester a general description of the right-of-way to be cleared. The forester shall issue a written permit for such clearing. The permit shall set forth the precautionary conditions and manner under which the clearing shall be done."

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

7.13 LICENSING OF CONTRACTORS

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

7.14 PATENTS, FEES OR ROYALTIES

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

7.15 LIABILITY FOR MONIES DUE STATE COMMISSIONS

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

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

7.16 LIABILITY FOR AMOUNTS DUE HOSPITAL ASSOCIATIONS, ETC.

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

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

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7.17 CONTRACTOR'S CONSTRUCTION EQUIPMENT

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

7.18 RIGHT-OF-WAY

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

SECTION 8.00 PROSECUTION AND PROGRESS

8.01 PROGRESS OF THE WORK

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

8.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

8.03 SUSPENSION OF WORK

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

If through the fault of the Contracting Agency, the Contractor must suspend operations and incurs expenses or sustains losses which could not have been avoided by the judicious handling of forces and equipment, and if by a diligent prosecution of the work he could not have completed the

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work before such suspension, the Contractor will be paid such amounts as may be agreed upon between the Contractor and the Contracting Agency to be a fair and reasonable compensation and a commensurate extension of contract time will be granted.

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

8.04 TIME OF COMPLETION

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

Credit for inclement weather or interference from utility relocation or alteration work will be allowed only when the Contractor is prevented by such weather or utility work or conditions resulting immediately therefrom, from proceeding for at least five hours with at least 75% of the normal labor and equipment force engaged in the current controlling operation or operations. The current controlling operation or operations is to be construed to include any feature of the work which, if delayed at the time being considered, could delay the completion of the work beyond the contract period.

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

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

8.05 LIQUIDATED DAMAGES

It is agreed by the parties of the contract that in case all of the work required under the terms of this contract is not completed within the number of calendar days as specified therefor in the contract or any lawful extension thereof as provided herein, damage will be sustained by the

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

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

In the event that the Contractor is directed to perform extra or additional work, the number of calendar days specified in the contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra or additional work bears to the original contract value. Should the nature of the extra or additional work be such that the Contractor believes that a longer time extension should be granted than that computed by the above procedures, he may notify the Engineer in writing. The Contracting Agency may grant such additional time extension as it feels warranted.

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

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

The Contractor shall give his personal attention and supervision to the work until same

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

8.07 PROVISIONS RELATIVE TO DEFAULT BY CONTRACTOR

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

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

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

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

8.08 TERMINATION OF CONTRACT

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

8.09 ADVERTISING

No advertising matter shall be attached or painted on surfaces of buildings, fences or canopies, except the names of contractors and subcontractors, with their addresses and the designation

GENERAL PROVISIONS

of their particular branch may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Engineer.

8.10 ASSIGNMENT

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

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

8.11 SUBCONTRACTS

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

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

8.12 CERTIFICATE OF COMPLIANCE

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

1. Not less than the prevailing rates of wages as ascertained by the Contracting Agency has been paid to laborers, workmen and mechanics employed on this work;
2. There have been no unauthorized substitutions of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Engineer prior to the start of such subcontracted work;
3. No subcontract was assigned, transferred to, or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the Engineer together with the names of all subcontractors.
4. All claims for material and labor and other service performed in connection with

GENERAL PROVISIONS

these specifications have been paid.

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

SECTION 9.00 MEASUREMENT AND PAYMENT

9.01 METHODS OF MEASUREMENT

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

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

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

9.02 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORKS

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

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

9.03 UNITS OF MEASUREMENT

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

9.04 CERTIFIED WEIGHTS

When payment is specified to be made on the basis of weight, the weighing shall be done on certified platform scales licensed in accordance with Chapter 618 Oregon Revised Statutes.

GENERAL PROVISIONS

The Contractor shall furnish the Engineer with licenses issued with the information required by Chapter 618 Oregon Revised Statutes. The Contractor shall pay all costs, if any, in connection with obtaining said information. The Contracting Agency will accept the certificates as evidence of the weight delivered.

9.05 PAYMENT

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

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

In accordance with ORS Chapter 279, from each progress and final estimate, except on contracts for County roads and bridges, or unless otherwise required by the SPECIAL PROVISIONS, applicable Federal or State laws or local ordinances, 5% will be deducted and retained by the Contracting Agency, and the remainder less the amount of all previous payments will be paid to the Contractor.

At the expiration of 30 days from the date of acceptance of the work by the Contracting Agency, provided that the Contractor has furnished the Contracting Agency satisfactory receipts for all labor and material bills and waivers or liens from any and all persons holding claims against the wage rates as required by Section 279.354, Oregon Revised Statutes, the amount deducted from the final estimate and retained by the Contracting Agency will be paid to the Contractor, with the exception of such amounts as are required by law to be further retained.

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

SECTION 10.00 REQUIREMENTS OF OREGON LAW FOR PUBLIC CONTRACTS

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

SPECIAL PROVISIONS

**CITY OF NEWBERG
RIVER STREET ASPHALT LEVELING PROJECT**

APRIL 1995

SPECIAL PROVISIONS

1. LENGTH OF CONTRACT

There are 30 calendar days in the contract.

2. PRE-CONSTRUCTION MEETING

A pre-construction meeting will be scheduled by the Engineer after the contract has been awarded, and before issuance of the Notice to Proceed. The Contractor shall provide the following: a detailed construction schedule; insurance certificates; materials certifications.

3. WATER

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

Water may also be obtained from the City Fire Department hydrant at Second and Blaine, upon arrangement with the Inspector.

4. PRELEVELING HAND WORK

Small localized areas shall be preleveled by hand work prior to applying the Leveling Course. Preleveling work shall be included in payment for the bid item of Leveling Course Asphalt.

5. PAVING SCHEME FOR LEVELING COURSE

The purpose of this work is to remove unevenness from the pavement, to the maximum extent possible using one leveling course. The paving screed should ride on the existing pavement from high point to high point. There are approximately seventeen manholes in the paving area. It is intended that the leveling will be matched to the existing manhole grades. If that will compromise providing a smooth pavement, then adjust a manhole using cast iron risers.

Feather the leveling to match the existing surface at the curb line.

Length = 2,981 Ft
Width = 24 Ft. (curb-to-curb)

6. PREVAILING RATE OF WAGE AND CERTIFICATIONS OF RATE OF WAGE

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

Once before the first payment and once before final payment is made of any sum due on account of a contract for a public work, the Contractor or his surety and every subcontractor or

SPECIAL PROVISIONS

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

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

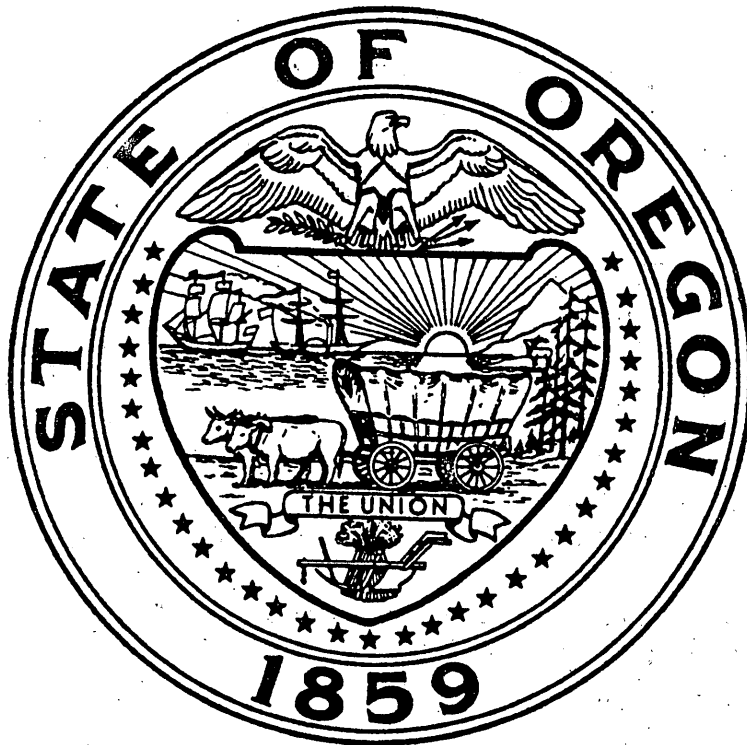
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File

PREVAILING WAGE RATES

RECEIVED

for

Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective January 1, 1995

Oregon

BUREAU
OF LABOR
AND INDUSTRIES



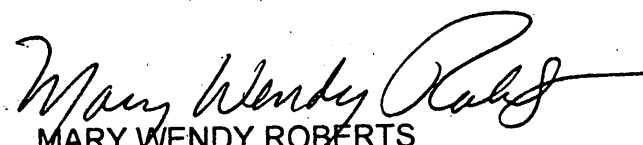
MARY WENDY ROBERTS
COMMISSIONER

January 1, 1995

This booklet contains the Prevailing Wage Rates for non-residential building and construction trades in the State of Oregon. These rates are effective January 1 1995. These rates have been amended in accordance with ORS 279.348 through ORS 279.365. A new determination of these rates is issued two times each year.

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

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


MARY WENDY ROBERTS
Commissioner
Bureau of Labor and Industries

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

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

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

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

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

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

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

AN EQUAL OPPORTUNITY EMPLOYER

THIS INFORMATION IS AVAILABLE IN AN ALTERNATE FORMAT

ANNOUNCEMENT

The Prevailing Wage Rates contained in this booklet generally reflect non-residential building, heavy, and highway construction rates determined for Oregon by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act; certain changes have been made to better reflect prevailing practices in Oregon. Pursuant to ORS 279.348 to ORS 279.365, these rates have been adopted for use on public works contracts in Oregon. If you have specific questions regarding how rates are determined or if you would like a copy of this booklet, please contact:

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

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

GENERAL INFORMATION

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

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

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

Apprentices and Trainees

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

Zone Pay

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

Bid Specifications

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

NOTE: If a public agency fails to include the Prevailing Wage Rates in the contract specifications or fails to include in the contract the provision that Prevailing Wage Rates must be paid, the liability for any unpaid prevailing wages shall be exclusively that of the agency.[ORS 279.356(3)]

Fringe Benefits

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

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

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

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

Overtime

Workers employed on a public works job for more than eight hours in a day or 40 hours in a week must be paid overtime for each additional hour so worked (ORS 279.334). Overtime is calculated at no less than one and one-half times the basic hourly rate as determined by the Commissioner of Labor (not including fringe benefits which are paid at the straight rate for every hour worked). In the computation of overtime, travel pay does not need to be included but zone pay differentials do.

Work performed on Saturday, Sunday or legal holidays must also be compensated at time and one-half. Legal holidays for purposes of Prevailing Wage Rates include the following: 1) New Year's Day on January 1; 2) Memorial Day on the last Monday in May; 3) Independence Day on July 4; 4) Labor Day on the first Monday in September; 5) Thanksgiving Day on the fourth Thursday in November; 6) Christmas Day on December 25. If one of these days falls on Saturday or Sunday, then the legal holiday becomes the preceding Friday or the following Monday.

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

Certification of Payroll

The law requires every contractor and subcontractor to file certain information on wages paid to each worker employed on a public works contract. This statement must completely and accurately reflect payroll records for the work week immediately preceding the submission. A contractor or subcontractor must complete and submit the certified statement contained on Form WH-38 as well as the information required on the weekly payroll. A sample of Form WH-38 and instructions for completing it are included in the back of this booklet. Copies for use in filing should be obtained from the public contracting agency.

The schedule for submitting payroll information is as follows: Once within 15 days of the date the contractor or subcontractor first began work on the project; once before the final inspection of the project by the public contracting agency; in addition, for projects exceeding 90 days, submissions are to be made at 90 day intervals. When work on a project starts and finishes in 15 days or less, the contractor or subcontractor which performed the work shall submit a payroll and certified statement form which accurately and completely sets out the payroll for all the work performed on the project. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon St. # 32, Portland, Oregon 97232. The payroll information must be kept by the contractor and or subcontractor for three years.

COMMONLY ASKED QUESTIONS

1) What are "Prevailing Wage Rates?"

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

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

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

Office/clerical employees and supervisory employees who are supervisory only and do not perform any hands-on labor are not required to be paid the PWR. A person who owns and operates his/her own truck on construction projects (Owner/Operator) is not required to be paid the PWR.

3) What about contracts when Federal funds are used?

When more than \$2,000 of federal funds are involved, the contract is usually subject to the provisions of the federal Davis-Bacon Act, not Oregon PWR statutes. (Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (326-3057).) In the event that federal funds are involved, but the contract is not regulated under the Davis-Bacon Act, Oregon's Prevailing Wage Rate Statutes may apply (ORS 279.348 - 279.365). Oregon statutes pertaining to overtime requirements apply on both state and federally regulated contracts. (ORS 279.334).

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

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

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

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

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

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

7) How do I classify workers?

Virtually all of the job classifications/trades normally used in the non-residential construction industry are represented by the job classifications used in this PWR publication. These classification titles should be used according to common practice. Try to fit your workers into existing classifications. If you need residential construction rates, or if you have questions about how to classify workers, contact the Prevailing Wage Rate Coordinator at 731-4466.

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

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

COMMONLY ASKED QUESTIONS (Continued)

8) When are new rates determined? How long are they effective?

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

9) How do I post Prevailing Wage Rates?

Every contractor or subcontractor employing workers on a public works project is required to post the applicable Prevailing Wage Rates in a conspicuous and accessible place in or about the work-site. Rates need to be posted for the duration of the job. Contractors and subcontractors who intentionally fail to post the PWR can be made ineligible to receive any public works contract for up to three years.

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

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

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

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

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

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

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

COMMONLY ASKED QUESTIONS (Continued)

12) How much do I pay apprentices?

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

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

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

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

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

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

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

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

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

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



NOTE

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

We have attempted to make all other changes more noticeable by printing them in **Bold Type**.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ASBESTOS WORKERS</u>			<u>BRICKLAYERS/STONEMASONS</u>		
<u>Installation</u> of insulation on mechanical systems*			Area 1		
Journeyman Asbestos Worker			21.60 5.92		
o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.)			(add \$0.75 per hour to Fringe for Refractory repair work.)		
20.79 6.01			Area 2		
o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.)			20.32 5.68		
20.79 6.01			(add \$0.75 per hour to Fringe for Refractory repair work.)		
<u>Removal</u> of insulation on mechanical systems* which are not going to be scrapped.**			Area 1		
o Hazardous Materials Handler Mechanic (in any type of project regardless of value)			Baker Hood River Multnomah Wallowa		
13.65 3.10			Benton (a) Lincoln (a) Polk Wasco (a)		
* Mechanical systems include pipes, boilers, ducts, flues, breechings, etc.			Clackamas Linn (a) Sherman Washington		
** The removal of all insulation materials from mechanical systems is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrapped. It does not matter whether the insulation materials contain asbestos. <u>Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc.) insulation.</u> They also do loading of any insulation materials that have already been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Laborers performing asbestos removal are classified as Group 3 laborers.			Clatsop Malheur (a) Tillamook Yamhill		
			Columbia Marion Umatilla		
			Gilliam Morrow Union		
			Area 2		
			Benton (b) Douglas Josephine Linn (b)		
			Crook Grant Klamath Malheur (b)		
			Coos Harney Lake Wasco (b)		
			Curry Jackson Lane Wheeler		
			Deschutes Jefferson Lincoln (b)		
			a) North half		
			b) South half		
<u>BOILERMAKERS</u>					
22.94 8.39					

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>CARPENTERS</u>			<u>CARPENTERS</u> (Continued)		
Zone 1 (Base Rate):			Zones for Groups 5, 6 and 7 Carpenters are determined as follows:		
o Group 1	20.62	5.57	1. For those workers who reside within zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the city hall of that city to the project site.		
o Group 2	20.77	5.57	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.		
o Group 3	21.12	5.57	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.		
o Group 4	21.27	5.57	<u>Reference Cities for Groups 5, 6 and 7</u>		
o Group 5	21.12	5.57	Astoria Eugene Newport Salem		
o Group 6	21.27	5.57	Bend Klamath Falls Portland The Dalles		
o Group 7	21.62	5.57	North Bend Medford Roseburg Longview		
Zone Differential for Carpenters (Add to Zone 1 Rate)			<u>Group 1</u>		
Zone 2	.85		Auto. Nailing Machine		
Zone 3	1.25		Carpenters		
Zone 4	1.70		Form Stripper		
Zone 5	2.00		Manhole Builders		
Zone 6	3.00		Non-irritating Ins.		
Zone 1: Projects within 30 miles of City Hall in the Cities listed below.			Cabinet & Shelving Installers		
Zone 2: More than 30 miles but less than 40 miles.			(wood or steel)		
Zone 3: More than 40 miles but less than 50 miles.			<u>Group 3</u>		
Zone 4: More than 50 miles but less than 60 miles.			Millwrights		
Zone 5: More than 60 miles but less than 70 miles.			Machine Erectors		
Zone 6: More than 70 miles.			Machinists		
<u>Reference cities for Group 1 and 2 Carpenters</u>			<u>Group 4</u>		
Albany Eugene Longview Portland			Floor Layers & Finishers		
Astoria Goldendale Madras Port Orford			Stationary Power Saw		
Baker Grants Pass Medford Reedsport			Operators		
Bend Hermiston McMinnville Roseburg			Wall & Ceiling Insulators		
Brookings Hood River Newport Salem			Irritating Insulation		
Burns Klamath Falls Oregon City The Dalles			<u>Group 5</u>		
Coos Bay LaGrande Ontario Tillamook			Bridge, Dock & Wharf		
Corvallis Lakeview Pendleton Vancouver			Builders		
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.			Piledrivermen		
<u>Reference Cities for Group 3 and 4 Carpenters</u>			<u>Group 6</u>		
Eugene Medford Portland Vancouver			Boom Men		
Longview North Bend The Dalles			<u>Group 7</u>		
			Marine Piledriver		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CEMENT MASONS**Zone 1 (Base Rate):**

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

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

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

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

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

Zone Differential for Cement Masons
(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 80 miles.

Cities

Bend Eugene Medford Salem Vancouver
Corvallis Longview Portland The Dalles

DIVERS & DIVERS' TENDERS

o Divers	50.76	5.57
o Divers' Tenders	22.75	5.57

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

BASIC HOURLY + RATE	HOURLY DEPTH + PAY	HOURLY ENCLOSURE + PAY	DIVERS' TOTAL HOURLY PAY
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DIVERS & DIVERS' TENDERS(continued)**o Divers' Depth Pay**

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

o Divers' Enclosure Pay(working without vertical escape)**Distance Travelled
In the Enclosure**

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

DREDGING**Zone 1 (Base Rate):**

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

Zone Differential for Dredging
(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 70 miles.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>DRYWALL/WETWALL</u>			<u>ELEVATOR CONSTRUCTORS</u>		
o Drywall (Accoustical and Drywall Applicator)	19.03	6.82	<u>Area 1</u>		
o Wetwall (Lather)	18.13	7.72	o Mechanic	23.96	6.78 + a
			o Helper	16.77	6.58+ a
			o Probationary Helper	11.98	.32
<u>ELECTRICIANS</u>			<u>Area 2</u>		
<u>Area 1:</u>			o Mechanic	24.53	6.79+ a
o Electricians	19.70	4.42	o Helper	17.17	6.59+ a
o Cable Splicers	21.67	4.51	o Probationary Helper	12.27	0.33
<u>Area 2:</u>			a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.		
o Electricians	22.50	7.51			
o Cable Splicers	23.63	7.54			
<u>Area 3:</u>	21.20	6.53	<u>Area 1</u>	<u>Area 2</u>	
<u>Area 4:</u>			Umatilla	All	
o Electricians	23.75	5.51	Wallowa	Remaining	
o Cable Splicers	26.13	5.58	Union	Counties	
<u>Area 5:</u>			Baker		
o Electricians	23.05	7.54			
o Cable Splicers	23.80	7.56			
<u>Area 6:</u>			<u>GLAZIERS</u>		
o Electricians	21.15	6.68	Area 1	21.32	4.44
o Cable Splicers	21.15	6.68	(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u>	(Add \$4.00 to base rate for work done from a non-motorized single- man bosun chair)		
Malheur	Baker	Umatilla	Area 2	14.46	4.04
	Gilliam	Union	(Add \$0.50 to base rate if working at over 35 feet of free fall in height)		
	Grant	Wallowa			
	Morrow	Wheeler	<u>Area 1</u>	<u>Area 2</u>	
		Lane (a)	All Counties	Malheur	
<u>Area 4</u>	<u>Area 5</u>	<u>Area 5(cont)</u>	except Malheur		
Benton	Clackamas	Washington			
Crook	Clatsop	Yamhill (d)			
Deschutes	Columbia				
Jefferson	Hood River				
Lane (b)	Multnomah				
Linn	Sherman				
Marion	Tillamook				
Polk	Wasco				
Yamhill(c)					
a) Those portions lying west of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County					
b) That portion lying east of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County					
c) South half					
d) North half					
			<u>HIGHWAY AND PARKING STRIPERS</u>		
				19.25	2.94
			<u>IRONWORKERS</u>		
			o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.25	8.77

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS**Zone 1 (Base Rate):**

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

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

Zone Differential for Laborers

(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 80 miles.

Reference Cities

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

Group 1

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

LABORERS Group 1(continued)

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

a) Pittsburg or similar types

b) Not swinging stages

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

d) Flaherty, and similar types

e) Including electrical

f) Including steel forms

g) Aggregate when used

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

Group 2

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

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

b) Power saw

c) And similar types of spreaders

d) Concrete, rock, etc.

e) Charred Materials

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
LABORERS(continued)			LIMITED ENERGY ELECTRICIANS		
<u>Group 3</u>			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):		
Asbestos Removal		Powdermen	Area 1	17.75	6.68
Bit Grinder		Power Saw Operators (d)	Area 2	17.75	6.68
Concrete Saw Operator		Pumpcrete Nozzleman	Area 3	13.75	4.49
Drill Doctor		Sand Blasting (dry)	Area 4	13.75	4.49
Drill Operators (a)		Pipe Layers of all Types	Area 5	13.75	4.49
Guniting Nozzleman		Sewer Timberman	Area 6	13.75	4.49
High Scalers,		Track Liners (e)	Area 7	13.75	4.49
Strippers, Drillers(b)		Tugger Operator	Area 8	13.75	4.49
Laser Beam (c)		Tunnel-Chuck Tenders	Area 9	17.75	6.68
Manhole Builder		Vibrator (4" and larger)	Area 10	13.75	4.49
Nippers & Timbermen		Water Blaster	Area 11	13.75	4.49
Nuclear Plant Worker -		Welder	Area 12	16.21	2.14
Lead Shield			Area 13	13.69	2.59
			Area 14	13.37	2.33
a) Air Tracks, Cat Drills, Wagon Drills,			<u>Area 1</u>	Clatsop, Columbia, Tillamook	
Rubber-mounted drills, and other similar types			<u>Area 2</u>	Clackamas, Multnomah, Washington, Yamhill (north half)	
b) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping			<u>Area 3</u>	Marion, Polk, Yamhill (south half)	
c) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.			<u>Area 4</u>	Benton, Lincoln, Linn	
d) Bucking and falling			<u>Area 5</u>	Lane	
e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks			<u>Area 6</u>	Douglas	
			<u>Area 7</u>	Coos, Curry	
<u>Group 4</u>			<u>Area 8</u>	Jackson, Josephine	
Asphalt Rakers			<u>Area 9</u>	Hood River, Sherman, Wasco	
Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam			<u>Area 10</u>	Crook, Deschutes, Jefferson	
Motorman - Dinky Locomotive			<u>Area 11</u>	Klamath, Lake, Harney	
Shield Operator			<u>Area 12</u>	Gilliam, Grant, Morrow, Umatilla, Wheeler	
Tunnel Miners			<u>Area 13</u>	Baker, Union, Wallowa	
Tunnel Powderman			<u>Area 14</u>	Malheur	
			LINE CONSTRUCTION		
<u>Group 5</u>			Area 1:		
Clean-up Laborers (building only)***			o Group 1	24.73	5.59
Demolition, Wrecking, & Moving (building only)***			o Group 2	22.34	5.51
Flagger			o Group 3	17.37	4.34
			o Group 4	19.27	4.40
			o Group 5	16.86	4.32
			o Group 6	15.85	4.29
*** 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.			Area 2:		
			o Cable Splicers	23.38	4.99
			o Journeyman Lineman	21.20	4.91
			o Line Equip. Mech. (Right-of-way)	17.98	4.76
			o Line Equip. Oper.	17.98	4.76
			o Groundman	13.15	4.55

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>LINE CONSTRUCTION</u> (continued)			<u>PAINTERS & DRYWALL TAPERS</u>		
<u>Area 1</u> All counties except Malheur County			<u>Area 1</u> o Painters & Drywall Tapers 12.90 2.51		
<u>Group 1</u>		<u>Group 2</u>	<u>Area 2</u> o Brush Painting 17.00 2.93 (Add \$0.60 to base rate for spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning.) (Add \$0.50 to base rate for work over 60 ft high on swing stage, mechanical climber, spider, or bucket truck.)		
Cable Splicers		Certified Lineman Welder	o Drywall Tapers 21.55 4.33		
Leadman Pole Sprayer		Heavy Line Equipment Man Lineman Pole Sprayer	<u>Area 1</u> Malheur County		
<u>Group 3</u>		<u>Group 4</u>	<u>Area 2</u> Remaining Counties		
Tree Trimmer		Line Equipment Man	<u>PLASTERERS</u>		
<u>Group 5</u>		<u>Group 6</u>	o Nozzleman 22.26 4.81		
Head Groundman		Groundman	o Swinging scaffold 21.26 4.81		
Jackhammer Man			o all other work 20.76 4.81		
Powderman			<u>PLUMBERS & STEAMFITTERS/PIPEFITTERS</u>		
<u>Area 2</u> Malheur County			<u>Area 1</u> (Both) 21.45 5.70		
<u>MARBLE SETTERS</u> (Includes Granite)			<u>Area 2</u> (Both) 24.50 8.40		
Area 1	22.60	5.92	<u>Area 3</u> (Both) 23.19 6.40		
Area 2	21.32	5.68	<u>Area 1</u> Baker Grant (b) All remaining counties		
<u>Area 1</u>			Harney (a) Morrow		
Baker	Hood River	Multnomah	Malheur Umatilla		
Benton (a)	Lincoln (a)	Polk	Wallowa		
Clackamas	Linn (a)	Sherman	Union		
Clatsop	Malheur (a)	Tillamook	a) Except Northwest Portion b) Except Southwest Corner		
Columbia	Marion	Umatilla			
Gilliam	Morrow	Union			
<u>Area 2</u>					
Benton (b)	Douglas	Josephine			
Crook	Grant	Klamath			
Coos	Harney	Lake			
Curry	Jackson	Lane			
Deschutes	Jefferson	Lincoln (b)			
a) North half					
b) South half					

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

Zone 1 (Base Rate):

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

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

ZONE RATES	
(Add to Zone 1 Rate)	
Zone 2	1.50
Zone 3	3.00

ZONE DESCRIPTIONS

Portland to Salem Metropolitan Area

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

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

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

Albany, Eugene, Roseburg, Grants Pass, Medford

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

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

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

Longview, Coos Bay, Klamath Falls, Bend

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

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

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

POWER EQUIPMENT OPERATORS (continued)**ZONE DESCRIPTIONS (continued)**

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

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

Zone 2: No Zone 2 for these cities.

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

GROUP CLASSIFICATIONS**ASPHALT**

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

BLADE

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

BULLDOZERS

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued)		
<u>CLEARING</u>		
4 Log Skidder Operator		
4 Chipper Operator		
4 Incinerator Operator		
4 Stump Splitter Operator		
4 Faller/Buncher Operator		
<u>COMPRESSORS</u>		
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 - Self-Propelled</u>		
5 Compactor Operator, including vibratory		
5 Wagner Patcor Operator or similar type (without blade)		
4 Compactor Operator, with blade		
4 Compactor Operator, multi-engine		
<u>CONCRETE</u>		
6 Plant Oiler		
6 Assistant Conveyor Operator		
6 Conveyor Operator		
6 Mixer Box Operator (C.T.B., dry batch, etc.)		
6 Cement Hog Operator		
6 Concrete Saw Operator		
6 Concrete Curing Machine Operator (riding type)		
6 Wire Mat or Brooming Machine Operator		
5 Combination Mixer and Compressor Operator, gunite work		
5 Concrete Batch Plant Quality Control Operator		
5 Belcrete Operator		
5 Pumpcrete Operator (any type)		
5 Pavement Grinder and/or Grooving Machine Operator (riding type)		
4 Mixer Mobile Operator		
5 Cement Pump Operator, Fuller-Kenyon and similar		
5 Concrete Pump Operator		
5 Grouting Machine Operator		
4 Screed Operator		
4 Concrete Cooling Machine Operator		
5 Concrete Mixer Operator, single drum, any capacity		
2 Batch Plant and/or Wet Mix Operator, 1 and 2 drum		
1 Batch Plant and/or Wet Mix Operator, 3 units or more		
5 Cast in place pipe laying machine		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued)		
<u>CONCRETE (continued)</u>		
5 Maginnis Internal Full Slab Vibrator Operator		
5 Concrete Finishing Machine Operator, Clary, Johnson, Bidwell, Burgess bridge deck or similar type		
5 Curb Machine Operator, Mechanical Berm, Curb and/or Curb and Gutter		
5 Concrete Joint Machine Operator		
5 Concrete Planer Operator		
5 Tower Mobile Operator		
5 Power Jumbo Operator setting slip forms etc., in tunnels		
5 Slip Form Pumps, power driven hydraulic lifting device for concrete forms		
5 Concrete Paving Machine Operator		
5 Concrete Finishing Machine Operator		
5 Concrete Spreader Operator		
4 Concrete Paving Road Mixer		
2 Automatic Concrete Slip Form Paver Operator		
2 Concrete Canal Line Operator		
4 Concrete Breaker		
4 Reinforced Tank Banding Machine (K-17 or similar types)		
2 Concrete Profiler, Diamond Head		
<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 Cherry Picker or similar type crane-hoist, 5 ton capacity or less		
4 Hoist Operator, two drum		
4 Hoist Operator, three or more drums		
4 Derrick Operator, under 100 ton		
4 Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over		
4 Cableway Operator, up to 25 tons		
4 Bridge Crane Operator, Locomotive, Gantry, Overhead		
2 Cableway Operator, 25 tons and over		

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

(GROUP CLASSIFICATIONS continued)

HEATING PLANT

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

HYDRAULIC HOES

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

LOADERS

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

OILERS

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

PILEDRIVERS (Use Crane rates when driving or pulling piling)

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

PIPE LINE - Sewer Water

- 6 Tar Pot Fireman
- 6 Tar Pot Fireman (power agitated)

POWER EQUIPMENT OPERATORS

(GROUP CLASSIFICATIONS continued)

PIPE LINE - Sewer Water (continued)

- 6 Hydraulic Pipe Press Operator
- 5 Hydra Hammer or similar types
- 5 Pavement Breaker Operator
- 4 Pipe Cleaning Machine Operator
- 4 Pipe Doping Machine Operator
- 4 Pipe Bending Machine Operator
- 4 Pipe Wrapping Machine Operator
- 4 Boring Machine Operator
- 4 Back Filling Machine Operator

PUMPS

- 6 Pump Operator, any power
- 6 Hydrostatic Pump Operator
- 5 Pump Operator, more than 5 (any size)
- 5 Pot Rammer Operator

RAILROAD EQUIPMENT

- 6 Brakeman
- 6 Oiler
- 6 Switchman
- 6 Motorman
- 6 Ballast Jack Tamper Operator
- 5 Locomotive Operator
- 5 Ballast Regulator Operator
- 5 Ballast Tamper Multi-Purpose Operator
- 5 Track Liner Operator
- 5 Tie Spacer Operator
- 5 Shuttle Car Operator

REMOTE CONTROL

- 2 Remote controlled earth-moving equipment

REPAIRMEN, Heavy Duty

- 6 Parts Man (Tool Room)
- 6 H.D. Repairman Assistant
- 6 Welder's Assistant
- 4 Diesel-Electric Engineer (Plant or Floating)
- 4 Bolt Threading Machine Operator
- 4 Drill Doctor (Bit Grinder)
- 4 H.D. Mechanic
- 4 H.D. Welder
- 4 Machine Tool Operator
- 4 Combination H.D. Mechanic-Welder, when dispatched and/or when required to do both
- 4 Welder - Certified, when dispatched and/or required

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued) <u>RUBBER-TIRED SCRAPERS</u>			<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued)		
4			<u>SWEEPERS</u>		
			6		Broom Operator, self-propelled
4			5		Sweeper Operator (Wayne type) self-propelled
4			<u>TRACTOR - RUBBER TIRED</u>		
4			5		Tractor Operator, rubber-tired, 50 H.P. Flywheel and under
3			4		Tractor Operator, rubber-tired, over 50 H.P. Flywheel
2			4		Tractor Operator, with boom attachment
4			4		Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type)
4			<u>TRENCHING MACHINE</u>		
3			6		Oiler
			6		Grade Oiler (required to check grade)
<u>SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR</u>			5		Trenching Machine Operator, maximum digging capacity 3 ft. depth
6			4		Trenching Machine Operator, maximum digging capacity over 3 ft. depth
6			4		Back Filling Machine Operator
6			2		Wheel Excavator
4			2		Canal Trimmer
4			2		Band Wagon (in conjunction with wheel excavator)
4			<u>TUNNEL</u>		
4			4		Mucking Machine Operator
4			6		Conveyor Operator (any type)
4			4		Shield Operator
4			6		Air Filtration Equipment Operator
4			6		Dinkey Operator
4			6		Oiler
2			4		Tunnel Boring Machine Operator
<u>SIGNALMAN</u>			<u>WELDING MACHINES</u>		
6			6		Welding Machine Operator
6			<u>UNDERWATER EQUIPMENT</u>		
<u>SURFACING (BASE) MATERIAL</u>			2		Underwater Equipment Operator, remote or otherwise, when used in construction work
6					
5					
6					
6					
5					
5					
4					
5					
5					
5					

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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>SOFT FLOOR LAYERS</u>	17.73	5.03 + a	<u>TRUCK DRIVERS</u>		
a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			Zone 1 (Base Rate):		
			o Group 1	18.57	6.14
			o Group 2	18.69	6.14
			o Group 3	18.82	6.14
			o Group 4	19.07	6.14
			o Group 5	19.29	6.14
			o Group 6	19.44	6.14
			o Group 7	19.64	6.14
			Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4466.		
<u>SPRINKLER FITTERS</u>	21.40	6.28	Zone Differential for Truck Drivers (Add to Zone 1 Rate)		
<u>TENDERS TO MASON TRADES</u>			Zone 2	.65	
o Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.	16.86	4.97	Zone 3	1.15	
(Add \$0.50 to base rate for refractory work)			Zone 4	1.70	
(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)			Zone 5	2.75	
<u>TENDERS TO PLASTERERS</u>	16.50	4.97	<u>Zone 1:</u> Projects within 30 miles of City Hall in the Cities listed below.		
<u>TILE SETTER/TERRAZO WORKER</u>	19.55	5.43	<u>Zone 2:</u> More than 30 miles but less than 40 miles.		
(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnace, alkyl acetylene black grouting or trowel applied waterproof membrane.)			<u>Zone 3:</u> More than 40 miles but less than 50 miles.		
<u>TILE, TERRAZZO, BRICK & MARBLE FINISHERS</u>			<u>Zone 4:</u> More than 50 miles but less than 80 miles.		
o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.	14.84	3.95	<u>Zone 5:</u> More than 80 miles.		
(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnace, alkyl acetylene black grouting or trowel applied waterproof membrane.)			<u>Reference Cities</u>		
(Add \$0.75 to fringe for refractory repair work.)			Albany Eugene Longview Portland		
			Astoria Goldendale Madras Port Orford		
			Baker Grants Pass Medford Reedsport		
			Bend Hermiston McMinnville Roseburg		
			Brookings Hood River Newport Salem		
			Burns Klamath Falls Oregon City The Dalles		
			Coos Bay LaGrande Ontario Tillamook		
			Corvallis Lakeview Pendleton		
			<u>Work</u>	<u>Group</u>	
			A-Frame or Hydra-lift Truck w/load bearing surface.	1	
			Battery Rebuilder.	1	
			Bus or Man-Haul Driver.	1	
			Concrete Buggies (Power operated).	1	
			Drivers and Helpers handling sacked cement—add 15¢ per hour		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
TRUCK DRIVERS (continued)			TRUCK DRIVERS (Continued)		
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:			Tireman, full-time basis.	1	
Up to and inc. 10 cu. yds.	1		Truck Assistant.	1	
Over 10 cu. yds. and inc. 30 cu. yds.	3		Truck Mechanic—Welder—Body Repairman ...	3	
Over 30 cu. yds. and inc. 50 cu. yds.	4		Truck Mechanic Assistant.	1	
Over 50 cu. yds. and inc. 60 cu. yds.	5		Water Wagons (Rated Capacity) up to:		
Over 60 cu. yds. and inc. 80 cu. yds.	6		3000 gallons.	1	
Over 80 cu. yds. and inc. 100 cu. yds.	7		3000 to 5000 gallons.	2	
Dumpsters or Similar Equipment—all sizes.	2		5000 to 10,000 gallons.	3	
Flaherty Spreader Driver or Leverman.	2		10,000 to 15,000 gallons.	4	
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site.	1		Winch Truck—takes classification of truck on which winch is mounted		
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated.	1		WELDERS: RIGGERS		
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials.	2		Receive rate for craft performing operation to which welding and rigging are incidental.		
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.	1				
Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site.	2				
Oil Distributor Driver or Leverman.	2				
Pilot Car.	1				
Slurry Truck Driver or Leverman.	1				
Solo Flat Bed and Misc. Body Trucks— 0-10 tons.	1				
Transit Mix and Wet or Dry Mix Trucks:					
5 cu. yds. and under.	1				
Over 5 cu. yds. and inc. 7 cu. yds.	2				
Over 7 cu. yds. and inc. 11 cu. yds.	3				
Over 11 cu. yds. and inc. 15 cu. yds.	4				
Team Drivers.	1				

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ASBESTOS WORKERS</u>			<u>BRICKLAYERS/STONEMASONS</u>	20.32	5.68
<u>Installation of insulation on mechanical systems*</u>			<u>CARPENTERS</u>	13.20	3.67
Journeyman Asbestos Worker			<u>CEMENT MASONS</u>	10.00	0
o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.)	20.79	6.01	<u>DRYWALL/WETWALL</u>		
o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.)	20.79	6.01	o Drywall (Accoustical and Drywall Applicator)	19.03	6.82
			o Wetwall (Lather)	18.13	7.72
<u>Removal of insulation on mechanical systems* which are not going to be scrapped.**</u>			<u>ELECTRICIANS</u>		
o Hazardous Materials Handler Mechanic (in any type of project regardless of value)	13.65	3.10	Coos, Curry, Douglas (western portion)		
			o Electricians	21.20	6.53
			Josephine, Douglas (eastern portion)		
			o Electricians	21.15	6.68
			o Cable Splicers	21.15	6.68
			<u>ELEVATOR CONSTRUCTORS</u>		
			o Mechanic	24.53	6.79+ a
			o Helper	17.17	6.59+ a
			o Probationary Helper	12.27	0.33
			a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.		
			<u>GLAZIERS</u>		
				21.32	4.44
			(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
			(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
			<u>INSULATORS (BAT AND BLOWN)</u>	7.85	0
			<u>IRONWORKERS</u>		
			o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.25	8.77
<u>BOILERMAKERS</u>	22.94	8.39	<u>LABORERS</u>		
				9.10	4.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>LIMITED ENERGY ELECTRICIANS</u>			<u>TENDERS TO MASON TRADES</u>		
May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):			o Tenders for Bricklayers 16.86 4.97 (Add \$0.50 to base rate for refractory work) (Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)		
<u>PAINTERS</u>	13.00	0	<u>TENDERS TO PLASTERERS</u> 16.50 4.97		
<u>PLASTERERS</u>			<u>TILE SETTER/TEKRAZO WORKER</u> 19.55 5.43		
o Nozzleman	22.26	4.81	(Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.)		
o Swinging scaffold	21.26	4.81	<u>TILE, TERRAZZO, BRICK & MARBLE FINISHERS</u>		
o all other work	20.76	4.81	o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.		
<u>PLUMBERS & STEAMFITTERS/PIPEFITTERS</u>	23.19	6.40	14.84 3.95 (Add \$.50 to base rate if safety belt required by State safety regulations or if work involves epoxy, furnane, alkor acetylene black grouting or trowel applied waterproof membrane.) (Add \$0.75 to fringe for refractory repair work.)		
<u>POWER EQUIPMENT OPERATORS</u>			<u>TRUCK DRIVERS</u>		
Backhoes	12.94	1.56	Zone 1 (Base Rate):		
Bulldozers	13.50	1.56	o Group 1 18.57 6.14		
Loader	13.50	1.56	o Group 2 18.69 6.14		
<u>ROOFERS</u>	8.00	0	o Group 3 18.82 6.14		
<u>SHEETMETAL WORKERS</u>			o Group 4 19.07 6.14		
Coos, Curry	18.30	4.63	o Group 5 19.29 6.14		
Douglas, Josephine	17.92	5.01	o Group 6 19.44 6.14		
<u>SOFT FLOOR LAYERS</u>	17.73	5.03 + a	o Group 7 19.64 6.14		
a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			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.		
<u>SPRINKLER FITTERS</u>	21.40	6.28	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		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
TRUCK DRIVERS (continued)			TRUCK DRIVERS (Continued)		
<u>Zone 1:</u> Projects within 30 miles of City Hall in the Cities listed below.			Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials		
<u>Zone 2:</u> More than 30 miles but less than 40 miles.					
<u>Zone 3:</u> More than 40 miles but less than 50 miles.					
<u>Zone 4:</u> More than 50 miles but less than 80 miles.			Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.		
<u>Zone 5:</u> More than 80 miles.					
<u>Reference Cities</u>					
Albany	Eugene	Longview	Portland		
Astoria	Goldendale	Madras	Port Orford		
Baker	Grants Pass	Medford	Reedsport		
Bend	Hermiston	McMinnville	Roseburg		
Brookings	Hood River	Newport	Salem		
Burns	Klamath Falls	Oregon City	The Dalles		
Coos Bay	LaGrande	Ontario	Tillamook		
Corvallis	Lakeview	Pendleton			
<u>Work</u>		<u>Group</u>			
A-Frame or Hydra-lift Truck w/load bearing surface.		1	Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site.		
Battery Rebuilder		1			
Bus or Man-Haul Driver.		1	Oil Distributor Driver or Leverman.		
Concrete Buggies (Power operated)		1	Pilot Car		
Drivers and Helpers handling sacked cement—add 15¢ per hour			Slurry Truck Driver or Leverman		
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:			Solo Flat Bed and Misc. Body Trucks—0-10 tons		
Up to and inc. 10 cu. yds.		1	Transit Mix and Wet or Dry Mix Trucks:		
Over 10 cu. yds. and inc. 30 cu. yds.		3	5 cu. yds. and under		
Over 30 cu. yds. and inc. 50 cu. yds.		4	Over 5 cu. yds. and inc. 7 cu. yds.		
Over 50 cu. yds. and inc. 60 cu. yds.		5	Over 7 cu. yds. and inc. 11 cu. yds.		
Over 60 cu. yds. and inc. 80 cu. yds.		6	Over 11 cu. yds. and inc. 15 cu. yds.		
Over 80 cu. yds. and inc. 100 cu. yds.		7	Team Drivers.		
Dumpsters or Similar Equipment—all sizes		2	Tireman, full-time basis.		
Flaherty Spreader Driver or Leverman		2	Truck Assistant		
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site.		1	Truck Mechanic—Welder—Body Repairman		
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated.		1	Truck Mechanic Assistant.		
			Water Wagons (Rated Capacity) up to:		
			3000 gallons		
			3000 to 5000 gallons		
			5000 to 10,000 gallons.		
			10,000 to 15,000 gallons		
			Winch Truck—takes classification of truck on which winch is mounted		
			WELDERS; RIGGERS		
			Receive rate for craft performing operation to which welding and rigging are incidental.		

PAYROLL SUBMISSION
FIRST ☐ 90 DAY ☐ LAST ☐

1236

THIS SECTION FOR PRIME CONTRACTORS ONLY		1236	THIS SECTION FOR SUBCONTRACTORS ONLY	
Public Contracting Agency Name: CITY OF NEWBERG			Subcontract Amount:	
Phone: ()			Prime Contractor Business Name (DBA):	
Date Contract Specifications First Advertised For Bid:		Contract Amount:	Phone: ()	
			CCB Registration Number:	
			Date You Began Work On The Project:	

[illegible]

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Name, Address, And Social Security Number of Employee	Trade Classification (Include group number if applicable)								Total Hours	Basic Hourly Rate Of Pay	Hourly Fringe Benefit Paid As Wage To Employee	Gross Amount Earned	Total Deductions FICA, FED, STATE, ETC.	Net Wage Paid For Week	Hourly Fringe Benefit Paid To Party, Plan, Fund or Program	Name Of Benefit Party, Plan, Fund, or Program
		HOURS WORKED EACH DAY														
		OT														
		S														
		OT														
		S														
		OT														
		S														
		OT														
		S														

CERTIFIED STATEMENT

I _____ do here by state:

(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____; that during the payroll period commencing on the _____ day of _____, 19____, and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor, Subcontractor or Surety) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and described as follows: _____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated in the contract; that the classification set forth therein for each worker conforms with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

I have read this certified statement, know the contents thereof and it is true to my knowledge.

NAME AND TITLE

SIGNATURE

Note to Contractors: Essential information has been provided on the shaded lines of this form by the contracting agency. You must attach copies of this form to each of your payroll submissions on this project. See the BOLI publication Prevailing Wage Rates for Public Works Contracts in Oregon for instructions on completing this form.

File this form with the contracting agency and send a true copy to the Bureau of Labor and Industries, Wage and Hour Division, 800 NE Oregon St. #32, Portland, OR 97232.
FORM WH-38S (REV 8/93)

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM,
WH-38 (Rev 1/94)

General: This form meets needs resulting from the 1983 amendments to the Prevailing Wage Rate Law. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Bureau of Labor and Industries, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the benefits to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringe benefits.

This form provides for the contractor's showing of the payroll and all monies paid to the employees, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the payroll/certified statement that he/she is paying other benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the form follow:

Fill in the box at the top of the form. Fill in the appropriate Prime Contractor or Subcontractor box. Be sure to enter the date the contract was first advertised for bid, if it has not been already entered by the Public Contracting Agency. If you are not sure of this date, contact the Public Contracting Agency.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls unless the address changes. Although not required, space is available in the name and address section so that Social Security numbers can be listed.

Column 2 - Trade Classifications: List the classification found in the Bureau of Labor and Industries publication "Prevailing Wage Rates for Public Works Contracts in Oregon," which is most descriptive of the work actually performed by the employee. Give the group number for those worker classifications which include such information. Consult the worker classifications and minimum Prevailing Wage Rate schedule set forth in contract specifications. Refer to the appropriate Prevailing Wage Rates in effect at the time the contract was first advertised for bid for information regarding trade classifications, basic hourly rates, and hourly fringe benefits. Indicate which workers are apprentices, if any, and give their current percentage, trade classification, and group number when applicable. If additional worker classifications are deemed necessary, contact the contracting public agency. If an employee works in more than one worker classification, use the highest rate for all hours worked, or use separate line entries to show hours worked, rate of pay, and fringe benefit for each classification.

Column 3

- DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, Sn) in the top row of boxes, and the number of the day of the month below.

- HOURS WORKED EACH DAY: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and all hours worked on legal holidays as defined in ORS 279.334. See ORS 279.334(3) for exceptions to this requirement.

Column 4 - Total Hours: Enter separately the total number of overtime hours and straight time hours worked by each listed classification during this pay period; overtime ("OT") on top, straight time ("S") immediately below.

Column 5 - Basic Hourly Rate of Pay: Enter the basic hourly rate and the overtime hourly rate (if any) paid the employee in the appropriate overtime and straight time boxes. Payment of not less than one and one half times the basic or regular rate paid is required for overtime under ORS 279.334.

Column 6 - Hourly Fringe Benefit Paid as Wages to the Employee: Enter any additional cash paid directly to the employee in lieu of fringe benefits. It is not necessary to pay time and a half for overtime work on those wages which are paid in lieu of fringe benefits.

Column 7 - Gross amount earned: Enter the gross wages earned by the worker in this classification for all listed straight time hours, all listed overtime hours, and including all additional amounts paid directly to the employee.

Column 8 - Total Deductions, FICA, FED, STATE, ETC: Enter the total amount of deductions withheld from each employee for just those hours reported on this payroll/certified statement for this project. All deductions must be in accordance with the provisions of ORS 652.610.

Column 9 - Net Wages Paid for Week: Enter the amount of wage actually paid to the employee after subtracting the total deductions reported in Column 8 from the gross amount earned shown in Column 7.

Column 10 - Hourly Fringe Benefit Paid to Party, Plan, Fund or Program: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund or program for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form.

Column 11 - Name of Benefit Party, Plan, Fund or Program: Enter the name of the party, plan, fund or program that corresponds to the amount shown as an hourly fringe benefit in Column 10.

Summary - In order to determine if the wages and fringe benefits being certified by this statement are sufficient to meet Prevailing Wage Rate requirements, the following check may be performed:

1. Consider each Trade Classification listed in Column 2.
2. For that Trade Classification, take the sum of:
 - a) the Basic Hourly Rate of Pay (Column 5),
 - b) the Hourly Fringe Benefit Paid as Wage to Employee (Column 6),
 - c) and the Hourly Fringe Benefit Paid To Party, Plan, Fund or Program (Column 10).
3. This sum must equal or exceed the sum of the Basic Hourly Rate (including zone pay and special wage differentials, if any) and the Fringe Benefit as they are listed for that Trade Classification in the appropriately dated issue of the Bureau of Labor and Industries publication; Prevailing Wage Rates for Public Works Contracts in Oregon.

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR _____

PAGE _____ OF _____

(Name of State or Local Government Agency)

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 279.023 generally states that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to that agency that the agency plans to fund in the budget period... If the agency decides to use its own equipment and personnel for constructing projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. **NOTE:** This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 800 NE Oregon St. # 32, Portland, Oregon 97232.

(Name of State or Local Government Agency)

FUND:
PROJECT NUMBER:

Estimated Construction Period _____

(cross out one)

(Agency Official)

1236

BUREAU OF LABOR AND INDUSTRIES
NOTICE OF AWARD OF PUBLIC WORKS CONTRACT
(For use by Public Agencies in Complying with ORS 279.363)

1. CONTRACTING AGENCY INFORMATION

Name CITY OF NEWBERG 1236
Address .414 E FIRST STREET
City, State, Zip .NEWBERG OR 97132
Agency Representative . PUBLIC WORKS MANAGER Phone 537-1214

2. CONTRACT INFORMATION

Project Name Project Number
Project Manager Name Fax Number
Phone
Location of Work
County
Contract Amount
Source of Funds (i.e. 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.)
Date Contract Specifications First Advertised For Bid
Date Contract Awarded Date Work Expected to Begin

3. PRIME CONTRACTOR INFORMATION

Name
Address
City, State, Zip Phone
Construction Contractors Board Registration Number
Workers' Comp Insurance Company
Workers' Comp Policy/Binder Number

RETURN THIS COMPLETED FORM TO:

Bureau of Labor and Industries
Wage and Hour Division Rm 1160
Prevailing Wage Section
800 NE Oregon # 32
Portland, Oregon 97232
731-4074 ext. 233
Fax Number 731-4623

Please fill out this entire form.
Make sure the information you enter
on the shaded lines matches the infor-
mation you provide your contractors
on the shaded lines of the forms Cer-
tified Payroll (WH-38), and List of
Subcontractors by Project (WH-303).
See instruction sheet for details.

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

LIST OF SUBCONTRACTORS BY PROJECT
For use by Prime Contractors in Complying with
ORS 701.055 (11) and OAR 812-03-000 (14)

PRIME CONTRACTOR NAME _____

Address _____

City, State, Zip _____ Phone _____

PROJECT NAME AND NUMBER _____

Project Location _____

CONTRACTING AGENCY NAME _____ CITY OF NEWBERG _____ Phone 537-1214

<u>SUBCONTRACTOR NAME</u>	<u>CCB REGISTRATION NUMBER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
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The primary contractor shall provide the initial list of subcontractors to the contracting public agency and to the Wage and Hour Division of the Bureau of Labor and Industries, 800 NE Oregon #32, Portland, OR 97232, on the same date that the initial payroll and certified statement form WH-38 is due. The primary contractor will prepare and submit updated lists of subcontractors with each submittal of the payroll and certified statement.

TECHNICAL PROVISIONS

**CITY OF NEWBERG
RIVER STREET ASPHALT LEVELING PROJECT**

APRIL 1995

TECHNICAL PROVISIONS

100.00 MOBILIZATION

100.01 Description

This section consists of the preparatory operations necessary to move personnel, equipment, and materials to the project site; establish facilities necessary for the work; for premiums on bond and insurance for the work; for other operations performed or costs incurred before the beginning of the work; and for de-mobilization.

100.02 Materials

The Contractor shall provide all materials required to accomplish the work as specified.

100.03 Construction

The Contractor shall set up construction facilities in a neat and orderly manner within designated or approved work areas.

100.04 Measurement and Payment

a. Lump Sum Basis. When listed in the bid schedule as a pay item, payment for mobilization will be made as follows: the first payment, in the amount of 75% of the mobilization, will be paid when 10% of the work has been completed. The remaining balance for the mobilization will be paid after substantial completion. Mobilization shall not be more than ten percent (10%) of the total contract bid.

b. Incidental Basis. When neither specified nor listed in the proposal for separate payment, mobilization will be considered incidental work for which no separate payment will be made.

505.01 DESCRIPTION

This section covers work necessary for the construction of hot mix asphalt pavements under prepared foundations or base surfaces.

Hot mix asphalt concrete is defined as a mixture of asphalt cement; well graded, high quality aggregate; mineral filler and additives as required; heated and plant mixed into a uniformly coated mass, hot laid on a prepared foundation and compacted to specified density.

505.02 MATERIALS

505.02.01 General

Asphalt and aggregate shall meet OSHD requirements for Light Duty AC and will be subject to approval preceding mixing. Plant mixed mixtures will be subject to final approval after blending and mixing, either at the plant or at the place of delivery prior to rolling. Approval will be based on periodic sampling and testing of the materials.

TECHNICAL PROVISIONS

505.02.02 Asphalt Cement

Asphalt Cement shall be "Performance Based Asphalt Grade" PBA-2 or PBA-5, conforming to the specifications in the table below. PBA-5 shall be standard; substitution of PBA-2 must be approved by the Engineer.

ASPHALT CEMENT TEST SPECIFICATIONS

(Tests on asphalt residue from Rolling Thin Film Oven Test, AASHTO T-240)

Asphalt Cement Property	AASHTO Test Method	PBA-2	PBA-5
Penetration at 39.2°F, 200g/60 sec RTFO Aged Residue	T-49	15+	15+
Ductility at 45°F, 1cm/min, cm RTFO Aged Residue	T-51	10+	-----
Absolute Viscosity at 140°F, poise Original Binder	T-202	1100+	2000+
RTFO Aged Residue	T-202	2500-6000	4000+

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Kinematic Viscosity at 275°F, cSt			
Original Binder	T-201	-----	2000-
RTFO Aged Residue	T-201	275+	400+
Absolute Viscosity Ratio at 140°F		4.0-	4.0-
RTFO Viscosity/Original Viscosity			
Flash Point, deg F	T-48	450+	450+
Original Binder			
Solubility in Trichloroethylene, %	T-44	99.0+	99.0+
Original Binder			
Ductility at 77°F, 5cm/min, cm	T-51	75+	50+
RTFO Aged Residue			

505.02.03 Aggregates

Aggregates for asphaltic concrete pavements shall meet the requirements of this Section, subject to such modifications of the specified gradation as may be necessary to produce the mix proportions specified in Section 2.20 of these Specifications.

Aggregates for flexible pavements will be subject to testing for the properties tabulated below. The contractor shall perform quality control testing of their aggregate materials on a periodic basis. The testing shall be of sufficient frequency so as to be representative of the aggregates used on the project. The test reports shall be submitted to the Engineer. The initial test report shall be submitted at the Pre-Construction Meeting.

<u>Property</u>	<u>Test</u>	<u>Requirement</u>
Sieve Analysis	AASHTO T 27	See Table I
Cohesion	AASHTO T 165	70% retained strength
Abrasion Resistance	AASHTO T 96	Wear - 30% maximum
Sand Equivalent	AASHTO T 176	
Soundness	AASHTO T 104	10% loss maximum
Unit Weight		
Specific Gravity		
- Coarse Aggregate	AASHTO T 85	
- Fine Aggregate	AASHTO T 84	
Liquid Limit	AASHTO T 89	
Plastic Limit	AASHTO T 90	
Friable Particles	AASHTO T 112	
- Coarse Aggregate		1.00% Max
- Fine Aggregate		1.50% Max

Course Aggregate. The portion of the aggregate retained on the 1/4 inch sieve will be known

TECHNICAL PROVISIONS

as Coarse Aggregate. Coarse Aggregate shall be crushed rock or crushed gravel free from flat, elongated, soft or disintegrated pieces and other extraneous matter or coatings. The Coarse Aggregate, when separated on consecutive sieves, shall contain in each fraction not less than 75% (by weight) of fragments which have at least one mechanically fractured face. The sieve analysis of Coarse Aggregate is shown in the table below.

Sieve Analysis of Aggregate
Percentages of Designated Sizes (by weight)

<u>Sieve Size</u> <u>Passing</u>	<u>3/4"-1/4"</u>	<u>1/2"-1/4"</u>	<u>3/8"-1/4"</u>	<u>1/4"-0</u>
1"	100	100	100	
3/4"	90-100	100	100	
1/2"	60-75	85-100	100	
3/8"			85-100	100
1/4"	0-15	0-15	0-15	85-100

Fine Aggregate. That portion of the aggregate passing the 1/4" sieve will be known as Fine Aggregate and shall consist of crushed rock, crushed gravel, sand or other mineral matter and shall be free of clay, loam, vegetation or other extraneous matter or coatings. Fine Aggregate shall have at least one mechanically fractured face on not less than 60% of the particles (by weight). The sieve analysis of Fine Aggregate is shown in the table 1 above.

Of the aggregate passing the 1/4" sieve, the following percentages thereof shall pass the No. 10 sieve:

<u>Class of Asphalt Concrete</u>	<u>Percentage Passing</u>
Class "B"	42.5 - 57.5
Class "C"	42.5 - 57.5
Class "D"	48.0 - 66.0
Class "E"	18.0 - 33.0

Aggregate passing the 1/4" sieve shall conform to the following requirements of Liquid Limit and Plastic Limit:

<u>Percent of Material</u> <u>Passing No. 40 Sieve</u>	<u>Liquid Limit</u> <u>Maximum</u>	<u>Plastic Limit</u> <u>Maximum</u>
0 to 5.5	33	6
5.6 to 10.0	30	5
10.1 to 15.0	27	4
15.1 to 20.0	24	3
20.1 to 25.0	21	2
over 25	21	Non-plastic

505.02.04 Mineral Filler

TECHNICAL PROVISIONS

Mineral filler shall conform to the requirements of AASHTO M 17.

Collector dust may be used as mineral filler, in whole or in part, provided the dust or the resultant mineral filler mixture conforms to the above requirements.

505.02.05 Additives

Additives and admixtures may be used to prevent stripping or separation of bituminous coatings from aggregates, and to aid in the mixing or use of bituminous mixes or for experimental purposes. Use admixtures and additives of standard recognized products of known value for the intended purpose and obtain approval on the basis of laboratory tests prior to their use. They shall have no deleterious effect on the bituminous material and shall be complete miscible.

505.02.06 Composition and Proportion of Mixtures

The class of asphalt concrete to be used shall be as shown and shall conform to the following requirements:

TECHNICAL PROVISIONS

DENSE GRADED

Percentage of Total Aggregate (by weight)

Sieve Size Passing	Class "B"	Class "C"	Class "D"
1"	99 - 100	----	----
3/4"	92 - 100	99 - 100	----
1/2"	75 - 94	91 - 100	99 - 100
1/4"	50 - 70	58 - 73	85 - 100
#10	21 - 41	24 - 36	37 - 57
#40	6 - 24	8 - 18	13 - 29
#200	2 - 7	3 - 8	4 - 9
Asphalt Cement**	4 - 8	3 - 8	4 - 8

* Including Lime or Cement Filler.

**Percent of total mix (by weight).

The amount of new asphalt cement to be added to the recycled mixture will vary from 3-8%.

Class "B", "C", and "D" asphalt concrete shall meet the following qualifying test requirements:

Test	Test Method	Requirements
Stability, First Compaction	OSHD Standard Test*	35 min. (residential streets) 40 min. (arterial streets)
Voids, First Compaction	OSHD Standard Test*	7% maximum
Voids, Second Compaction	OSHD Standard Test*	1% minimum
Retained Strength	AASHTO T 165-Modified	70% minimum

*Available from Engineer or Materials, ODOT, Salem, Oregon 97310.

505.02.07 Mix Formulas

The Contractor may be required to submit a job-mix formula for review by the Engineer.

The job-mix formula shall indicate the gradation of each of the several aggregate constituents to be used in the mixture and shall establish the exact proportion of each constituent to be used to produce a combined gradation of aggregate within the appropriate limits stated above.

The job-mix formula shall also indicate the ASTM bulk specific gravity of each aggregate constituent, the measured maximum specific gravity of the mix at the optimum asphalt content determined in accordance with ASTM D 2041, all properties as stated in Subsection 505.02.06 of these specifications for at least four different asphalt contents other than optimum, two of which will be below optimum and

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two of which will be above optimum, the percent of asphalt lost due to absorption by the aggregate, and any other information pertinent to the design of the mix.

505.02.08 Recycled Asphalt Pavement (RAP) Materials Permitted

The Contractor shall have the option of using processed recycled asphalt pavement materials in the production of new asphalt concrete pavement. The RAP materials proposed for use in the recycled mix shall contain hard, sound, and durable aggregates, and asphalt of a composition to provide properties equivalent to asphalt as specified in these specifications when in the mix. Recycled material which is used in the asphalt concrete pavement shall have a maximum size of one-inch prior to entering the cold feed. If there is evidence of the recycled material not breaking down during the heating and mixing of the asphalt concrete mixture, the Engineer may elect to modify the maximum size requirement. Not more than 20 percent, by weight, of recycled materials may be used in the mix.

505.02.09 Tolerances

After the mix formula is submitted, the several constituents shall meet the following tolerances, but always within the range of proportions specified in Subsection 507.02.06:

Asphalt Concrete Mix Tolerances

Constituent of Mixture	Tolerance ($\pm$ to Job Mix Formula)
Aggregate passing 1", $\frac{3}{4}$ ", $\frac{1}{2}$ " sieves -	Within the range of the proportions specified in Subsection 505.02.06:
<u>Specifications</u>	
Aggregate passing $\frac{1}{4}$ " sieve	6.0%
Aggregate passing No. 10 & No. 40 sieve	5.0%
Aggregate passing No. 200 sieve	2.0%
Asphalt cement	0.5%
Temperature of mixture at time it is placed in final position	240 - 300°F

Each day the Engineer shall be permitted to take as many samples as he considers necessary for checking the uniformity of the mixture. When unsatisfactory results or other conditions make it necessary, the Engineer may require a new mix formula.

Should a change in source of material be made, or should conditions arise which the Engineer determines to be justified, the Contractor shall establish a new job-mix formula.

The materials to be used in the work shall be of such nature that a mixture of them, proportioned in accordance with the mix formula, will have a retained strength of no less than 70% when tested in accordance with AASHTO T 165 as modified by OSHD test methods. The Engineer shall be

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permitted to take as many samples as he considers necessary for checking the uniformity of the mixture.

505.02.10 Feathering

Asphalt concrete for use in feathering at curb or gutter lines, at intersections, at connections with existing pavement, in spot patching, and under similar conditions, shall be a fine mix of asphalt concrete such as Class "D" mix.

505.03 CONSTRUCTION

505.03.01 Repaving Conference

The Contractor and his supervisory personnel plus any subcontractors and their supervisory personnel who are to be involved in the paving work shall meet with the Project Manager and his representatives for a repaving conference at a time mutually agreed upon. At this conference, the Contractor shall discuss his methods of accomplishing all phases of the paving work. The plan of the work, order of paving and other details of performance shall meet with the approval of the Engineer.

505.03.02 Preparation of Bases

All pavement bases and foundations constructed under this Contract shall be completed and finished as prescribed under the applicable specification for its construction.

Manholes, inlets, water valve boxes, and other such structures shall have been completed, cured, and otherwise prepared, as applicable, and made clean and ready for asphalt pavement. Unless otherwise approved, manholes shall be adjusted so that they can be paved over and then later adjusted as shown on the Standard Drawing. Paint vertical surfaces that will come in contact with asphalt pavement with tack coat material to provide a good bond and seal. Cover top surfaces with paper or other material to prevent adherence of asphalt pavement, tack coat, or prime coat.

505.03.03 Reconditioning Old Roadbed

This work consists of reconditioning and preparing previously constructed roadbed subgrades, existing stone bases and surfacings, and existing pavements; none of which were constructed by the Contractor under the pertinent Contract but on which an additional layer or course of material is to be placed.

Existing aggregate subbases, bases, and surfacings shall be bladed, scarified, leveled, and compacted in conformance to lines, grades, and cross sections as established and the density and tolerance requirements of Section 503 AGGREGATE BASES.

Prelevel uneven or broken bituminous, cement concrete, or brick surfaces with asphalt concrete as specified. Spread and compact preleveling asphalt concrete to the density and surface condition as directed.

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505.03.04 Tack Coat

Asphalt shall consist of emulsified asphalts (CSS-1 or CSS-1h) or an approved equal.

Spread asphalt by means of pressure-spray equipment which will provide uniformity of application at prescribed rates. Do not apply aggregate cover material to the tack coat. Asphalt shall be applied to the prepared surface at a rate of 0.05 gallons per square yard for clean surfaces and up to 0.12 gallons per square yard for dirty surfaces. The tack coat shall not be applied during wet or cold weather or during darkness and apply only so far in advance as is appropriate to maintain a tacky, sticky condition of the asphalt. Apply tack coat in such a manner as to offer the least interference to traffic and to permit at least one-way traffic without pickup or tracking of asphalt.

505.03.05 Mixing

Mix the asphalt concrete by combining aggregate, asphalt, and additives at an approved central mixing plant equipped with controls to accurately measure and monitor the various components of the mix to produce a uniform homogeneous mixture at the specified temperature.

The discharge temperature of the mix will vary with the type of mixing plant, climatic conditions, and other variables. However, the temperature shall be sufficient to provide thorough mixing and coating and to provide a mass viscosity of the mix on the grade which will permit compaction to required density. Mix temperatures and asphalt in storage shall generally not exceed 325 degrees F.

505.03.06 Placing

Conform to the Drawing of work, order of paving, and other details of performance as approved. Lift thickness shall be as shown on the Drawing or specified. Transport the asphalt concrete mixture from the mixing plant to the point of use in trucks. Send no loads so late in the day as to prevent the spreading and compacting of the mixture during daylight, unless approved lighting is provided.

Lay the mixture in strips of such width as to hold to a practical minimum the number of longitudinal joints required. The longitudinal joints in any layer of pavement shall be offset from those joints in layers below by not less than 6 inches. Before any paving is started, the Contractor shall submit a Drawing indicating locations of longitudinal joints to the Engineer for his review. Take special care at longitudinal joints to provide positive bond and required density. When the capacity of the paver to properly spread and finish exceeds the rate of delivery of mixture, operate the paver at a reduced and uniform speed to give continuous spreading and finishing.

Take care at all times to prevent segregation in the mixture as evidenced by areas of fine and coarse materials, and correct any such segregation with fresh mixture either spread and worked into the surface or by complete removal and replacement of segregated mixture at no expense to the Owner. At no time shall the coarse aggregate segregated from the mix from hand spreading or raking of joints be scattered across the paved mat. Such material shall be collected and disposed of. On areas to be patched with asphalt concrete mixture and on areas of irregular shape or limited size, the spreading and finishing requirements may be modified as approved by the Engineer. Boils and slicks occurring in the pavement

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must be immediately removed and replaced with suitable materials, at the sole expense of the Contractor.

505.03.07 Paving Plant and Equipment

All plant and equipment used by the Contractor in the preparation and mixing of asphalt concrete shall conform to the requirements of Section 403.33, "Standard Specifications for Highway Construction" as published by Oregon State Highway Division, 1984 Edition.

505.03.08 Weigh Scales

When materials are to be measured for payment by weighing on vehicle scales, the Contractor shall provide the scales and transport the materials to the scales provided.

At each end of the vehicle scale there shall be a straight approach in the same plane as the platform. The approaches shall be of sufficient length and width to ensure the level positioning of combination vehicles longer than the scale platform during weight determinations. All vehicle brakes shall be released while combination vehicle are being weighed.

The vehicle scales furnished shall be accurate within the tolerances required by State law and shall be licensed with the Oregon Department of Agriculture. Scales shall be suitable for the weighing to be done and shall be properly installed and maintained.

Vehicle scales shall be inspected and the accuracy tested every six months by either the State Department of Agriculture or a scale service company. Scales installed at a new site shall be inspected and the accuracy tested before use. Testing by a scale service company shall be done by using a minimum of 10,000 pounds of test weights certified by the State Department of Agriculture.

505.03.09 Hauling Equipment

Vehicles used for hauling asphalt concrete mixtures shall have tight, clean, and smooth beds which have been thinly coated with a minimum amount of paraffin oil, lime solution, soapy water or other approved material to prevent the mixture from adhering to the beds. Diesel oil may be used when requested by the Contractor and approved by the Engineer. Its use will be terminated by the Engineer if it is not being used as specified or is a source of contamination for the asphalt mix. During each application of an approved coating material, and prior to loading, the vehicle bed shall be drained of all excess coating material by raising the truck bed, opening belly dump gates or operating the conveyer belt as appropriate for the type of equipment being used.

Contractors hauling vehicles shall be so constructed and equipped with covers to protect against moisture and against heat loss, and shall have a 3/8-inch diameter hole near the middle of the left side wall of the bed to allow access for a thermometer. Vehicles which cause excessive segregation, which leak badly, or which delay normal operations, as such are determined by the Engineer, shall not be used.

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505.03.10 Asphalt Concrete Pavers

Pavers shall be self-contained, power-propelled units, provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing layers of asphalt concrete material in widths applicable to the specified typical sections, and to required thicknesses, lines, grades and cross sections. Extensions added to the paver when used on travel lanes shall have the same auguring and screeding equipment as the rest of the paver. The paver shall be equipped with a receiving and distribution system of sufficient capacity for a uniform spreading operation and capable of placing the mixture uniformly in front of the screed without segregation of materials.

The paver shall be designed to compensate for minor irregularities of the base on which it is supported so that such will not be reflected immediately in the surface of the layer being placed. The weight of the paver shall be supported on tracks or wheels none of which shall contact the mixture being laid. The contact area of the screed or strike-off assembly shall be uniform over the entire width of the strip of mixture being placed. The screed or strike-off assembly shall produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. The paver shall be equipped with either a manual or electronic line and grade control.

505.03.11 Weather Limitations

Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade and the surface temperature is not less than those specified in the following table:

SURFACE TEMPERATURE LIMITATIONS

<u>Compacted Thickness of Individual Courses</u>	<u>Travel Lanes/Wearing Course</u>	<u>All Other Courses</u>
Less than 1½ inches	60°F	55°F
1½ inches to 2½ inches	50°F	45°
Over 2½ inches and other	40°F	35°F

Placing of any mixture during rain or other adverse weather conditions normally will not be permitted, except that mix in transit at the time these adverse conditions occur may be laid if of proper temperature, if the mix has been covered during transit, if placed on a foundation free of pools, or flow of water and if all other requirements of these specifications are met. Asphalt concrete mixtures shall not be placed when the underlying layer is frozen, or when, in the opinion of the Engineer, weather conditions either existing or expected will prevent the proper handling, finishing, or compaction of the mixtures.

505.03.12 Compaction

The Contractor will not be permitted to use any equipment which crushes the aggregate to any extent. However, he will be required to obtain the densities required in Subsection 505.03.14.

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505.03.13 Compactors

Rollers shall be steel wheel, pneumatic tire, vibratory or a combination of these types as the Contractor may elect. They shall be in good condition and capable of reversing without backlash.

505.03.13A Steel Wheel Rollers

Steel wheel rollers shall have a minimum gross static weight of 8 tons and a minimum static weight on the drive wheel of 250 pounds per inch of width. For finish rolling a 6-ton minimum gross static weight is acceptable and the 250 pounds per inch of width will not be required.

505.03.13B Vibratory Rollers

Vibratory rollers shall be equipped with amplitude and frequency controls and shall be specifically designed for compaction of asphalt concrete mixtures. The rollers shall be capable of frequencies of not less than 2,000 vibrations per minute.

505.03.13C Pneumatic Rollers

The pneumatic-tired rollers shall be self-propelled, tandem, or multiple axle, multiple wheel type with smooth-tread pneumatic tires of equal size staggered on the axles at such spacings and overlaps as will provide uniform compacting pressure for the full compacting width of the roller and shall be capable of exerting ground pressures of at least 800 pounds per square inch of tire contact area. Pneumatic-tired rollers shall be fully skirted to insulate the tires from significant heat loss during compaction.

505.03.14 Density Requirements

The density of asphaltic concrete shall be at least 91% of Rice theoretical maximum density as determined in conformance with AASHTO T 209 as modified by OSHD. Asphaltic concrete pavements which do not meet substantial compliance requirements for compaction, and are deemed by the Engineer to be not suitable for use, will be rejected. Any rejected material shall be removed. No payment will be made for the rejected material or for removal of the rejected material.

Asphaltic concrete pavements which do not meet substantial compliance requirements for compaction, but are deemed by the Engineer to be suitable for use, may be left in place if the Contractor so elects. A price reduction for such materials will be determined as follows: The percentage below the required density will be squared and the result rounded off to the nearest whole figure and a percentage deduction made to the in place price equal to the results. Any pavement with a density less than 89% will not be considered suitable.

Samples and tests will be taken as frequently and at such locations as the Engineer elects, and the results will be made known to the Contractor as soon as is practicably possible. However, it shall be the responsibility of the Contractor to obtain specified density at all times, and delay in advising the Contractor of test results shall not act as a waiver of this responsibility. When it is determined that specified density is not being obtained, discontinue all paving operations until corrective measures have been taken.

TECHNICAL PROVISIONS

Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition to fresh mixture when required. Do not displace the line and grade of edges. Moisten steel roller wheels with water or other approved material to the least extent necessary to prevent pickup of mixture and yet not cause spotting or defacement of the surface of the mixture.

Along curbs and walls, on walks, irregular areas, and other areas not practicably accessible to specified rollers, compact the mixture with small rollers, mechanical tampers, hot hand tampers, or smoothing irons. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

Remove and replace any mixture that becomes loose and broken, mixed with dirt, or is defective in any way. Remove and replace any area showing an excess or deficiency of bituminous cement. Removal and replacement under these provisions shall be at the sole expense of the Contractor.

505.03.15 Transverse Joints

When the end of a course or strip of asphalt concrete is to be temporarily subject to traffic, the end shall be left on a bevel of approximately 20:1 (horizontal to vertical), being later cut back to a vertical edge. Form transverse joints by cutting back on the previous run to expose the full depth of the layer or course.

Place a course or strip of asphalt concrete as nearly continuous as practicable. Carefully construct transverse joints using vertical faces and thoroughly compact to provide a smooth riding surface. Apply a coat of bituminous material to contact surfaces just before mixture is placed against previously rolled mixture. The Contractor shall use a 10-foot straight edge to determine the location of the full depth vertical faces. At bridge ends or at joints with other rigid type structures, existing bases shall be conditioned and compacted, and place asphalt concrete to extra thickness and compact in transverse direction as well as longitudinally.

505.03.16 Construction Joints

Placing of a course or strip of asphalt concrete shall be as nearly continuous as practicable. The mixture shall be laid in strips of such widths as to hold to a practical minimum the number of longitudinal joints required. Longitudinal joints in the wearing course shall not occur within the area or width of a traffic lane or auxiliary lane. On median lanes and on shoulder areas such joints shall occur only at points of change in the transverse slopes as shown on the plans or designated by the Engineer. The longitudinal joints in one layer shall offset those in the layer immediately below by a minimum of 6 inches. Underlying longitudinal joints shall be within 12 inches of the edge of a lane or within 12 inches of the center of a lane, except in irregular areas, or if otherwise shown on the plans.

When placing of asphalt concrete pavement in layers in excess of 2-inch nominal thickness is being performed under traffic, work shall be scheduled in a manner such that at the end of each working day, the full width of the area to be paved shall be completed to the same elevation with no longitudinal drop-offs within this width.

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When placing of asphalt concrete pavement in layers of 2 inches or less in thickness is being performed under traffic, work shall be scheduled in a manner such that at the end of each working shift, one strip of new travel lane pavement shall not extend ahead of the adjoining strip of travel lane pavement more than the distance normally covered by each shift.

Where abrupt or sloped drop-offs occur within or at the edge of the paved surface, the Contractor shall construct and maintain a wedge of asphalt concrete at a Slope 10:1 or flatter along the exposed joint.

505.03.17 Thickness and Number of Layers

Asphalt concrete shall be placed in the number of courses and to the total compacted thickness per course called for by the typical cross sections given on the plans. The top surface of each layer of asphalt concrete shall be spread at grade and cross section closely paralleling the specified top surface of the finished pavement.

In case the course of pavement involves the placing of a layer of variable thickness, as for leveling existing irregular surfacings, the course may include or consist of a layer of asphalt concrete of variable compacted thickness, the thickness of which layer shall not exceed the following:

<u>Type of Mix</u>	<u>Maximum Compacted Thickness Layers</u>
"A"	4 Inches
"B"	3 Inches
"C"	2 Inches
"D"	1 Inch

505.03.18 Pavement Samples

The Engineer shall be permitted to cut samples or to take cores from the full depth of compacted mixture or from the separate layers and courses thereof, for testing purposes, and at such locations and at such frequencies as the Engineer determines necessary for proper representation. Where samples have been taken, and when directed by the Engineer, the Contractor shall furnish new like material for filling the holes with no extra compensation.

505.03.19 Pavement Smoothness

The top surface of the asphalt concrete pavement, either parallel to or perpendicular to the centerline, when tested with a 12-foot straightedge, furnished and operated by the contractor, either shall not vary by more than 0.02 foot. The Engineer will observe this testing and may require additional testing. The means of correction of a surface that does not meet the smoothness requirements shall have the approval of the Engineer.

When tests show the pavement is not within the above tolerances, the Contractor shall take immediate action to correct equipment or procedures in his paving operation to eliminate the unacceptable

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pavement roughness.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way and they are not required to be adjusted or are required to be adjusted before paving, these tolerances will not apply at the utility appurtenance.

Any surface irregularities exceeding the above tolerances shall be corrected by the Contractor using a method or methods listed herein and approved by the Engineer. Corrective Action - Corrective measures by the Contractor requiring one or more of the following actions approved by the Engineer shall be performed on deficient areas:

1. Remove and replace the surface course.
2. Place an overlay of a thickness approved by the Engineer.
3. Grind the pavement surface utilizing diamond blades up to a maximum depth of 0.3 inch and apply an emulsion fog coat as directed by the Engineer.

All corrective work shall be completed within 10 working days following notification from the Engineer that the pavement does not meet the specified tolerances, unless otherwise directed by the Engineer. All corrective work, including furnishing of materials, shall be performed at the Contractor's expense and no adjustment in contract time will be made for corrective action work.

505.03.20 Special Protection Under Traffic

In addition to other required provisions for traffic, the following shall apply to pavement construction: no traffic or equipment shall come in contact with the compacted mixture until it has cooled and set sufficiently to prevent marking; edges shall be protected from being broken down; and edge drop-offs one or more inches in height shall be marked with warning devices visible by day and night to the traveling public, and placed at spacings indicated on the plans or as directed by the Engineer.

505.04 MEASUREMENT AND PAYMENT

505.04.01 Measurement

Pay quantities for hot mix asphalt concrete and other bituminous construction under this Section will be measured by one or another of the methods as set forth hereinafter.

505.04.01A Asphalt Concrete on a Single Unit Basis

When pay items in the Proposal so indicate, the quantity of asphalt concrete used in the accepted work as specified will be measured on a ton basis. There will be no separate measurement of bituminous cement or additives contained in the mixture or used otherwise in the work. Measurement will be made on the number of tons of asphalt concrete, as weighed on approved and tested scales. Give trip tickets to the Engineer for his signature as the material is delivered. Each trip ticket shall show date and time of delivery, truck number, driver's name, net weight of material, and will be considered as valid delivery receipts only when signed by the Engineer. No material will be accepted without a trip ticket being available at the time of delivery.

TECHNICAL PROVISIONS

505.04.01B Asphalt Concrete on Square Yard Basis

When the pay items in the Proposal so indicate, asphalt concrete, complete in place, as specified and accepted, will be measured on a square yard basis. Measurement will be made of width and length of each separately constructed strip of pavement, wherein width is the design width or edge-to-edge width of pavement, whichever is the lesser, and length is from end to end of the pavement along the center of the strip. Measurement will be on the surface of the pavement to the nearest foot and the square yardage will be to the nearest full square yard.

The Engineer may take core samples of the pavement or use other methods to determine the actual pavement thickness constructed. Extra thickness of pavement as shown or as directed will be measured by conversion on a proportionate volume basis to an equivalent number of square yards of specified standard thickness pavement.

No additional payment over the Contract unit price will be made for pavement having a thickness greater than shown or ordered. When the pavement is found deficient in thickness by more than 0.2 inch, but not more than 1 inch, as determined by test cores of reasonable test samplings, payment for pavement will be made at an adjusted price as specified in the Special Provisions.

505.04.02 Payment

Payment will be made for any or all of the following items when listed as pay items in the Proposal for any particular Contract:

<u>Payment Item</u>	<u>Unit of Measure</u>
1. Asphalt concrete mixture (specify class)	Per Ton
2. Asphalt concrete (specify class & thickness)	Per S.Y.

A deduction of 1% of the in-place price will be made for each 1% cumulative deviation from the allowable tolerance of each component of the job mix formula required by the specification, except as follows:

Deviations in asphalt cement shall be weighted 8-times, and deviations in 200-minus material shall be weighted 2-times the deviation in other specified aggregate sieve sizes.

All materials furnished where the cumulative deviation equals or exceeds 12% shall be removed and replaced with acceptable material at the sole expense of the Contractor.

When asphalt paving materials with a cumulative deviation of less than 12% are furnished, the Owner shall notify the Contractor, in writing, to remove and replace defective materials at the sole expense of the Contractor or to pay to the Owner liquidated damages in accordance with the above deduction schedule.

PROJECT INFORMATION

**CITY OF NEWBERG
RIVER STREET ASPHALT LEVELING PROJECT**

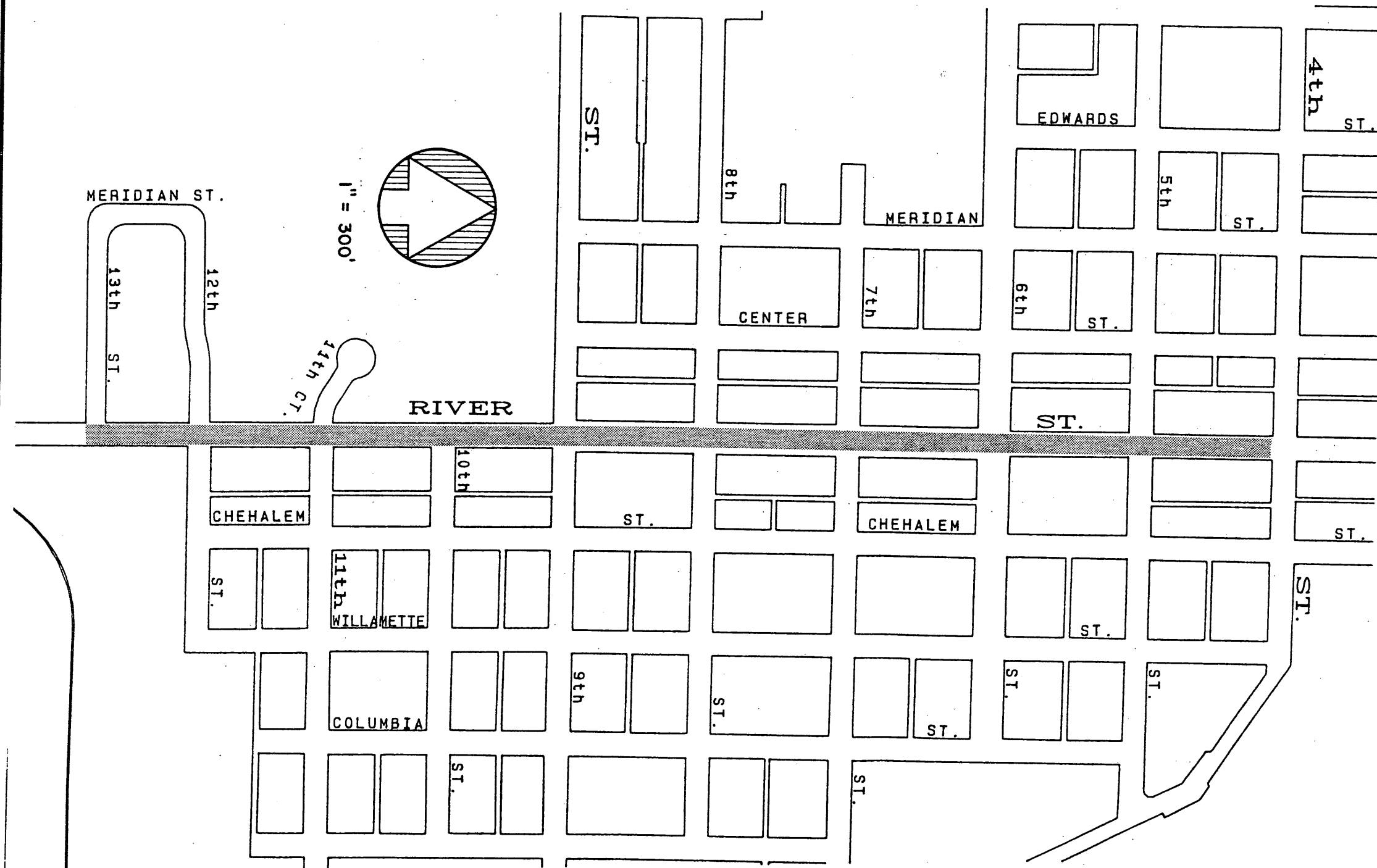
APRIL 1995

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
River Street:			
0 + 00	0		C/L monument box at 4th St.
3 + 42	18		Catch basin
3 + 43			North curb, 5th St.
3 + 52	6		Manhole
3 + 67		13	Water valve
3 + 72		14	Water valve
7 + 13			North curb, 6th St. (E)
7 + 22		4	Manhole
7 + 34	5		Manhole
7 + 41		16	Water valve
7 + 50		5	Manhole
10 + 98	0		C/L monument box at 7th St.
11 + 05		5	Manhole
11 + 17		15	Water valve
14 + 40			North curb, 8th St.
14 + 58		5	Manhole
14 + 71		17	Water valve
14 + 81		14	Water valve
18 + 08		7	Manhole
18 + 17	0		C/L monument box, 9th St.
18 + 25		7	Manhole
18 + 32		16	Water valve
18 + 39		15	Water valve
21 + 07	19		Catch basin
21 + 09			North curb, 10th St.
21 + 33		5	Manhole
21 + 41	15		Manhole

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
21 + 45	20		Catch basin
21 + 46		12	Catch basin
23 + 82		12	Catch basin
24 + 13		18	Water valve
24 + 19			North curb, 11th St. (E)
24 + 20	22		Catch basin
24 + 27	12	9	Manhole
24 + 35		4	Manhole
24 + 64	15		Catch basin
27 + 25		18	Water valve
27 + 28			North curb, 12th St. (W)
27 + 39		17	Water valve
27 + 44	11		Manhole
27 + 46	6		Manhole
27 + 54		4	Manhole
27 + 55	7		Manhole
27 + 67		16	Catch basin
29 + 90			North curb, 13th St.
30 + 06	6		Manhole
30 + 08		3	Manhole
30 + 25		15	Water valve
30 + 30		14	Water valve
30 + 41			End curb



RIVER ST. ASPHALT LEVELING PROJECT

ENGINEERING DEPT.

CITY of NEWBERG

PROJECT MAP