

CITY OF NEWBERG
AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC.
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG

CITY OF NEWBERG
ORDER INDEX NO. 1642

THIS CONTRACT is entered into this 30th day of November, 1998 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and David Evans and Associates, Inc.
530 Center Street, NE, Suite 605
Salem, Oregon 97301 (503) 361-8635
hereinafter called **Consultant**.

RECITAL

1. **City** has need for the services of a consultant with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is Exhibit "A" and attached hereto and incorporated by this reference. The **Consultant** represents and warrants to the **City** that the **Consultant** can perform the work outlined in Exhibit "A" for the fee proposal amount.

2. **Compensation:** The **Consultant** agrees to perform the work on a cost plus fixed fee with a not to exceed maximum. Costs shall include direct labor costs as determined by the direct labor rate schedule in Exhibit "B", indirect labor and direct nonlabor costs. The indirect labor costs shall be based upon an overhead rate on direct labor of 171.91%. The fixed fee paid to **Consultant** shall be \$17,331. The fixed fee will be prorated and paid monthly in proportion to the percentage of the work completed as estimated in **Consultant's** monthly progress reports. Any portion of the fixed fee not previously paid in the monthly payments will be covered in the final payment. **Consultant** shall invoice **City** on a monthly basis. The not-to-exceed maximum amount is as follows:
\$175,000.00

The **Consultant** shall not exceed the not to exceed maximum amount. If the **Consultant** sees that the total project consulting services cost is going to exceed the not-to-exceed amount because tasks have changed or are outside the scope in Exhibit "A", the **Consultant** shall notify the **City** in writing of the circumstances with an estimated amount that the not to exceed figure is to be exceeded. The **Consultant** shall obtain written permission from the **City** before exceeding the maximum fee amount. If the **Consultant** does work that exceeds the not to exceed maximum amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

3. **Additional Work Not Shown Within The Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work in Exhibit "A" of this project, the **Consultant** shall notify the **City** of such work, give an estimated fee amount, and obtain written instructions to proceed with work in the form of a contract amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Consultant** proceeds with work prior to obtaining permission and/or contract amendment, the **Consultant** waives any right to collect fees for work performed.

4. **Status:** **Consultant** is not currently employed by the **City**. The parties to this contract intend that the relationship between them created by this contract is that of an employer-independent contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this contract; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

5. **Work Performed:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his or her usual line of business.

6. **Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this contract. **City** will report the total of all payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

7. **Benefits:** Consultant will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees retirement system benefits from the contract payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this contract is to be charged against federal funds, Consultant certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Hold Harmless:** To the fullest extent permitted by law, Consultant agrees to indemnify City from any claims, damages, losses and costs arising out of claims by third parties for property damage and bodily injury, including death, and caused solely by the negligent acts or omissions of Consultant, its employees, affiliated corporations, officers, and subcontractors in connection with the Project.

To the fullest extent permitted by law, City agrees to indemnify Consultant from any claims, damages, losses and costs arising out of claims by third parties for property damage and bodily injury, including death, and caused solely by the negligent acts or omissions of the City, its employees, or agents in connection with the Project.

10. **Insurance:**

a) **Consultant**, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers; or by signing this contract, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers compensation coverage.

b) **Consultant** will at all times carry a Comprehensive General Liability insurance policy for at least \$1,000,000 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.

c) **Consultant** will at all times carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000. If this policy is a "claims made" type policy, the policy type and company shall be approved by the City Manager prior to commencement of any work under this contract.

d) **Consultant** shall furnish the City with Certificates of Insurance upon execution of contract and City acknowledges receipt of such Certificates of Insurance.

The City of Newberg, its agents, employees and officials all while acting within their official capacity as

such, shall be named as an additional insured on the insurance specified in paragraph 10(b) above. A certificate of insurance evidencing any policies required by this contract shall be delivered to the City prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The City has the right to reject any certificate for unacceptable coverage and/or companies.

11. **Subsurface Investigation:** In soils, foundation, groundwater, subsurface contamination, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigation have been made. Because of the inherent uncertainties in subsurface evaluations, Consultant is not responsible for changed or unanticipated underground conditions which may affect total Project costs or the constructability of the Project, nor is Consultant responsible for the resulting Project changes or cost increases.

12. **Employees' Taxes:** Consultant shall also defend, indemnify and hold harmless City against all liability and loss in connection with and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to **Consultant's** employees engaged in the performance of this contract.

13. **Termination:** This contract may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any time upon 30 days written notice. The Consultant shall receive payment for work executed up to the time of termination including the fixed fee if the contract is terminated prior to the completion of the scope of work in Exhibit "A".

14. **Contract Duration:** Except as provided for under paragraph 3, the duration of this contract shall be in accordance with Exhibit "A" or until project completion, whichever comes first. This fact notwithstanding, the services of **Consultant** shall be authorized on a phase-by-phase basis as described in Exhibit "A".

15. **Performance:** Consultant shall perform all of its professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Consultant's services.

16. **Additional Services:** If the project is materially changed, or if City desires other professional services not already included in this Agreement or not customarily furnished as part of the agreed upon

services, then additional consideration shall be paid to **Consultant** which shall be subject to negotiation by both parties, however, such services shall be furnished per the direct labor rate outlined in the professional fee proposal in the scope of work. Indirect labor costs and fixed fee shall be applied to the direct labor costs for these extra services in accordance with this agreement. The terms of this agreement shall apply to such additional services.

17. Documents: All original documents prepared by **Consultant** in performance of this Professional Services Agreement, including but not limited to original maps, plans, drawing and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible record copies shall be provided to **City** at **City's** expense, upon request. Any reuse, change or alteration to original documents prepared by **Consultant** is not permitted without written verification or adaption by **Consultant**. **City** shall indemnify and hold harmless **Consultant** and **Consultant** independent professional associates or consultants from all claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.

18. Invoices: All invoices are payable upon receipt and payments are due within 30 days of receipt unless otherwise agreed in writing. Failure to pay an invoice when due outside the cause of **Consultant**, shall constitute default, and interest at 14% per annum shall be payable on all such invoices. In the event of a default, **Consultant** may elect to suspend all professional services under this Agreement until such invoice is paid in full, and may elect to terminate this Agreement as of the 30th day of default.

19. Remobilization Charges: If the project is idle for more than sixty (60) days there will be a remobilization charge of 10% of the contract fee to cover the cost of restarting the project.

20. Failure to Make Payment: **City** agrees to pay the costs and reasonable attorney's fees and disbursements incurred by **Consultant** in connection with the failure by **City** to make any payment in accordance with the provisions of this Agreement. The parties agree that in the event action or suit is commenced, to enforce any provision of this Agreement or in the event of any breach of this Agreement, the prevailing party shall have and recover reasonable attorney fees, both at trial and on appeal together with all other costs and disbursements allowed by law.

21. Release of Liability: **Consultant** shall be free from any liability for delay or failure of providing the services contemplated by this Agreement which arise from strikes, lockouts, or labor troubles of any kind,

accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions, or requisitions, failure of manufacturers, or suppliers suspension of shipping facilities, any act or default of a carrier or any other contingency of whatsoever nature beyond **Consultant's** control, including disturbances existing at the time this Agreement was made. In such a situation, if the services contemplated by this Agreement are not provided during the period contracted for, **City** shall accept the services and pay for the same when provided, however, provided that the services are provided within a reasonable time after cessation of the aforementioned impediments or causes.

22. Consultant's Personnel at Construction Site: The presence or duties of **Consultant** personnel at a construction site, whether as onsite representatives or otherwise, do not make **Consultant** and its personnel (or lower tier subconsultants and their personnel) in any way responsible for those duties that belong to **City** and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. **Consultant** and its personnel (or lower tier subconsultants and their personnel) have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractors or other entity or any other persons at the site except **Consultant's** own personnel.

The presence of **Consultant's** personnel at a construction site is for the purpose of providing to **City** a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). **Consultant** neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor(s) failure to perform the work in accordance with Contract Documents.

23. Health and Safety: **Consultant** shall not be held responsible for the means, methods, techniques, sequences, precautions, or procedures used by **City**, contractors, subconsultants, or others to ensure the health and safety of **City**, contractors, subconsultants or others.

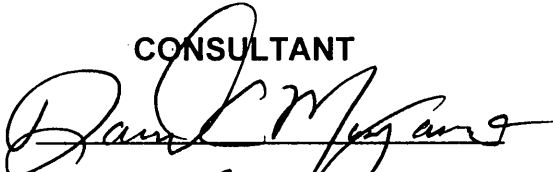
24. Construction Progress Payments:

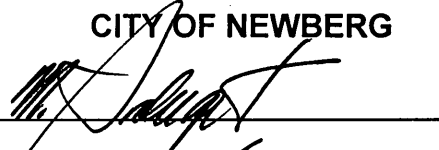
Recommendations by Consultant to City for periodic construction progress payments to the construction contractor(s) will be based on Consultant's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that Consultant has made an examination to ascertain how or for what purpose the construction contractor(s) has used the monies paid; that title to any of the work, materials, or equipment has passed to City free and clear of liens, claims, security interests, or encumbrances, or that there are not other matters at issue between City and the construction contractor(s) that affect the amount that should be paid.

25. The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the contract as a whole without written consent of the other.

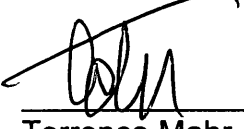
26. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

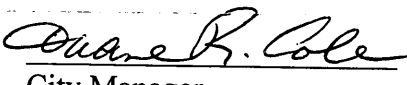
IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW.

CONSULTANT
By: 
Name: David C Moyano
Title: Vice President
Date: 11/30/98

CITY OF NEWBERG
By: 
Name: MICHAEL SODERQUIST
Title: COMMUNITY DEV'T DIRECTOR
Date: 12/2/98

Approved as to form/content:

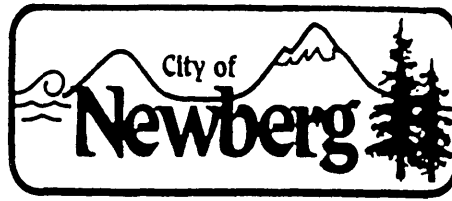

Terrence Mahr, City Attorney

By: 
City Manager

Name: Duane R. Cole

Date: December 9/1998

Original



**CONTRACT DOCUMENTS FOR
CITY OF NEWBERG**

**VILLA ROAD
P&W RAILROAD TRESTLE MODIFICATIONS**

**Mike Soderquist
Community Development Director**

Bid Opening: September 15, 1998, 2:00 pm



Wednesday, January 06, 1999
SL-001

David Evans & Assoc., Inc.
530 Center St. NE, Suite #605
Salem, Oregon 97301

Attention: Herb Shaw, Construction Project Manager

Reference: Villa Road/P&WRR Trestle Modifications
Yamhill, Oregon
Project No. 2122

Subject: Personnel, Affirmative Action, Hazard Communication

Ladies and Gentlemen:

Mr. Rick Phillips has been assigned the duties of project manager and Mr. Jim Calhoun has been assigned the duties of superintendent of all construction activities on subject project. Those duties include the direct supervision of all activities on the project site. They shall be authorized to receive and act upon all directives, both verbal and written, however, any written correspondence should be transmitted by mail to the home office address appearing below.

All matters relating to changes in the contract, including change orders, pricing of contemplated change orders, or the execution of other contract related documents, must be referred to our President, Mr. Ted Aadland or Vice President, Mr. Dave Mingo in our Home Office.

In addition to the duties stated above, Mr. Calhoun shall be designated our on site safety representative. Mr. Calhoun's cell phone number is (503) 209-7026.

Enclosed please find our policy statement on Equal Employment Opportunity. Also attached is a copy of F.E. Ward, Inc.'s AFFIRMATIVE ACTION PROGRAM. Copies of both items will be prominently displayed on the jobsite bulletin board along with the telephone number of the Equal Opportunity Director, Mrs. Carol Jenkins. Mr. Calhoun will assume responsibility for the implementation of this program on the project level.

Attached please find our HAZARD COMMUNICATION PROGRAM. A copy of this document will be available on this jobsite.

Yours truly,

F. E. WARD, INC.

A handwritten signature in dark ink, appearing to read "Ted Aadland".

Ted Aadland
President

TA/cjj



Railroad File: _____

CERTIFICATE OF INSURANCE

This is to certify to:

- (1) PORTLAND AND WESTERN RAILROAD, INC.
110 W. 10th Ave.
Albany, OR 97321

- (2) and to the following Railroad Company(s)

that such insurance as is afforded by the policy or policies described below for bodily injury liability and property damage liability is in full force and effect as of the date of this certificate and covers the following contractor as a named insured with respect to liability for damages arising out of operations performed by or for the named insured in connection with the contract or work described below.

1. Named Insured and Address: F. E. WARD, INC.
2710 N. E. 78TH STREET
VANCOUVER, WASHINGTON 98665

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

2. Description of Work

Contract No. P&W RAILROAD TRESTLE MODIFICATIONS

- 3.

Coverages	Policy Expiration Date	Limits of Liability Each Occurrence	Aggregate
Contractor's Bodily Injury Liability and Property Damage Liability	7/1/99	\$1,000,000.	\$2,000,000.
Umbrella or Excess Liability	7/1/99	\$10,000,000.	\$10,000,000.

All of the coverages include coverage for the completed operations hazard and X, C and U exposures.

Name of Insurance Company by Coverage

<u>Coverages</u>	<u>Company</u>	<u>Policy Number</u>
<u>Bodily Injury Liability</u>	<u>TRAVELERS INDEMNITY OF ILL.</u>	<u>C0489N3153TIL98</u>
<u>Property Damage Liability</u>	<u>TRAVELERS INDEMNITY OF ILL.</u>	<u>C0489N3153TIL98</u>
<u>Umbrella or Excess Liability</u>	<u>TRAVELERS INDEMNITY OF ILL.</u>	<u>CUP347K686ATIL98</u>

4. The policy or policies described above will not be amended, altered, modified or cancelled until thirty (30) days after written notice thereof has been given by registered mail to (1) City of Newberg, 414 E. 1st Street, Newberg, OR 97132, and (2) the Railroad(s) named as certificate holder in this certificate.

Certificate Date: 1/13/99

For TRAVELERS INDEMNITY OF ILL.
Insurance Company

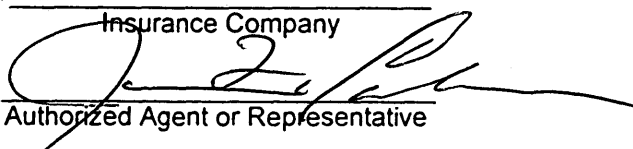
By 
Authorized Agent or Representative

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SCHEDULE OF PRICES
VILLA ROAD
P&W RAILROAD TRESTLE MODIFICATIONS

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE FIGURES	UNIT PRICE IN WRITING	TOTAL AMOUNT
1.	Mobilization	1	L.S. 25,000. ⁰⁰	Twenty five thousand & ⁰⁰ / ₁₀₀ dollars	25,000. ⁰⁰
2.	Temporary Traffic Control	1	L.S. 3,000. ⁰⁰	Three thousand & ⁰⁰ / ₁₀₀ dollars	3,000. ⁰⁰
3.	Temporary Signs	160	SF 14. ⁰⁰	Fourteen & ⁰⁰ / ₁₀₀ dollars	2,240. ⁰⁰
4.	Construct and Remove Temporary Fence	60	FT 3. ⁰⁰	Three & ⁰⁰ / ₁₀₀ dollars	180. ⁰⁰
5.	Flaggers	200	Hour 31. ⁰⁰	Thirty one & ⁰⁰ / ₁₀₀ dollars	6,200. ⁰⁰
6.	Bridge Removal Work	1	L.S. 28,000. ⁰⁰	Twenty eight thousand & ⁰⁰ / ₁₀₀ dollars	28,000. ⁰⁰
7.	Furnish Pile Driving Equipment	1	L.S. 45,000. ⁰⁰	Forty five thousand & ⁰⁰ / ₁₀₀ dollars	45,000. ⁰⁰
8.	Furnish PP24x0.5 Steel Pipe Piles	600	FT 34. ⁰⁰	Thirty four & ⁰⁰ / ₁₀₀ dollars	20,400. ⁰⁰
9.	Drive PP24x0.5 Steel Pipe Piles	8	EA 1,200. ⁰⁰	One thousand two hundred & ⁰⁰ / ₁₀₀ dollars	9,600. ⁰⁰
10.	Reinforced Pile Tips	8	EA 250. ⁰⁰	Two hundred fifty & ⁰⁰ / ₁₀₀ dollars	2,000. ⁰⁰
11.	Structural Steel	1	L.S. 85,000. ⁰⁰	Eighty five thousand & ⁰⁰ / ₁₀₀ dollars	85,000. ⁰⁰
12.	Asphalt Concrete	1	L.S. 3,000. ⁰⁰	Three thousand & ⁰⁰ / ₁₀₀ dollars	3,000. ⁰⁰
13.	Concrete Barrier	63	FT 29. ⁰⁰	Twenty nine & ⁰⁰ / ₁₀₀ dollars	1,827. ⁰⁰
14.	Construct Fence, Type 1	60	FT 8. ⁰⁰	Eight & ⁰⁰ / ₁₀₀ dollars	480. ⁰⁰
15.	Restoration and Cleanup	1	L.S. 3,000. ⁰⁰	Three thousand & ⁰⁰ / ₁₀₀ dollars	3,000. ⁰⁰
16.	Railroad protection insurance	1	L.S. 2,500. ⁰⁰	Two thousand five hundred & ⁰⁰ / ₁₀₀ dollars	2,500. ⁰⁰
17.	Railroad Flagging & Engineering	1	L.S. 7,600. ⁰⁰	Seven thousand six hundred & ⁰⁰ / ₁₀₀ dollars	7,600. ⁰⁰

TOTAL BID

Two hundred forty five thousand twenty seven ⁰⁰/₁₀₀ dollars 245,027.⁰⁰

BIDDERS NAME:

F. E. WARD, INC.

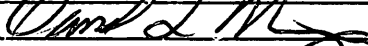
ADDRESS:

2710 N.E. 78th St., Vancouver WA 98665

PHONE / FAX:

(360) 573-8929 FAX (360) 573-4507

SIGNATURE:



PRINT NAME:

David L. Mingo, Vice President

**City of Newberg
Villa Road
P & W Railroad Trestle Modifications**

Sealed bids for the construction of the Villa Road, P & W Railroad Trestle Modifications Project in the City of Newberg, Oregon addressed to the Community Development Director, 719 E. First St., P.O. Box 970, Newberg, Oregon 97132, will be received by Community Development Director, until **2:00 p.m.** prevailing time on the **15th day of September, 1998** at the 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 designated representative.

This project removes a portion of the existing P & W Railroad timber trestle, while maintaining railroad and vehicular traffic, and replaces it with a steel girder span. The project generally consists of: 160 ft.² temporary signs; 200 hrs. flagging; 600 ft. - 24" steel pipe piles; 8 ea. drive steel pipe piles; 8 ea. reinforced pile tips; 70,000 lb. structural steel; railroad protection insurance; railroad flagging. Completion Time: March 15, 1999. Class of Work: Structure. Cost Range: \$200,000 - \$400,000.

Plans and Specifications may be **obtained and examined** at the office of David Evans and Associates, Inc., 530 Center Street NE, Suite 605, Salem, Oregon 97301 upon receipt of a non-refundable payment of \$40.00 for each set, made payable to the City of Newberg.

General contractors eligible to bid on this project shall have completed the Special Contractor Prequalification submittal and have achieved Passing status. This process was completed on August 3, 1998. General contractors who have not received a Passing status through this special prequalification will not be allowed to bid this project. City of Newberg Standard Prequalification is still required.

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.

When applicable 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.

BID

PLACE: CITY OF NEWBERG, OREGON

PROJECT: VILLA ROAD, P & W RAILROAD TRESTLE MODIFICATIONS

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 proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the General Provisions and based on the following schedule of lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

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

The Bidder shall pay a fee equal to one-tenth of one percent (.1 percent) of the price of this contract. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at: Bureau of Labor and Industries, Wage and Hour Division, Prevailing Wage Unit, 800 NE Oregon Street, #32, Portland, Oregon 97232.

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

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

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

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

The Bidder acknowledges receipt of the following addendum.

NO. <u>1</u>	DATE <u>9/9/98</u>	NO. _____	DATE _____
NO. <u>2</u>	DATE <u>11/3/98</u>	NO. _____	DATE _____

The name of the Bidder submitting this Proposal is F.E. Ward, Inc.

doing business at 2710 N.E. 78th St., Vancouver, WA, 98665
Street City State Zip

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

BIDDER'S PERFORMANCE BOND STATEMENT

F. E. Ward, 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 12/8, 1998 for Villa Road, P & W Railroad Trestle Modifications project.

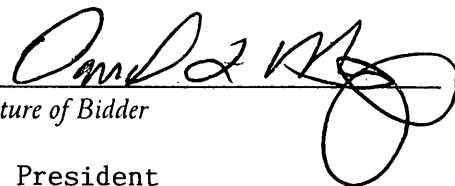
Contractor certifies that if awarded the Contract, Contractor has the financial ability to obtain a good and sufficient bond issued by a surety to Owner in a sum equal to the amount of the bid providing for the faithful performance of the Contract.

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 The American Insurance Co.
(Surety Company)

Contractor hereby authorizes The American Ins Co 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 8th day of Dec. 1998



Signature of Bidder

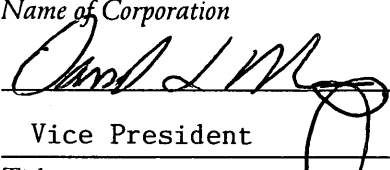
Vice President

Title

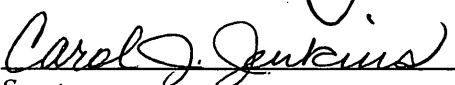
(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and the seal affixed by its duly authorized officers this 8th day of Dec. 1998.

F. E. Ward, Inc.

Name of Corporation
By _____

Vice President

Title
Attest _____

Secretary



- ☐ FIREMAN'S FUND INSURANCE COMPANY
☒ THE AMERICAN INSURANCE COMPANY
☐ NATIONAL SURETY CORPORATION
☐ ASSOCIATED INDEMNITY CORPORATION
☐ AMERICAN AUTOMOBILE INSURANCE COMPANY

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, F. E. WARD, INC.

(hereinafter called the principal), as principal, and THE AMERICAN INSURANCE COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of NEBRASKA, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of OREGON.

as Surety, are held and firmly bound unto CITY OF NEWBERG - NEWBERG, OREGON

(hereinafter called the Oblige)

in the just and full sum of TEN PERCENT OF THE TOTAL AMOUNT BID-----

Dollars (\$ --10%--) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the Oblige a bid or proposal for the P & W RAILROAD TRESTLE MODIFICATIONS

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 7TH

day of DECEMBER

, 1998

F. E. WARD, INC.

By

THE AMERICAN INSURANCE COMPANY

By

MARIE J. TEDESCO

Attorney-in-Fact

FIREMAN'S FUND INSURANCE COMPANY

NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY

ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a California corporation, NATIONAL SURETY CORPORATION, an Illinois corporation, THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation, (herein collectively called "the Companies") does each hereby appoint Richard L. Seekins, Marie J. Tedesco, and James F. Camburn, Portland, OR

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

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of FIREMAN'S FUND INSURANCE COMPANY, NATIONAL SURETY CORPORATION, THE AMERICAN INSURANCE COMPANY, ASSOCIATED INDEMNITY CORPORATION and AMERICAN AUTOMOBILE INSURANCE COMPANY which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY, NATIONAL SURETY CORPORATION, THE AMERICAN INSURANCE COMPANY, ASSOCIATED INDEMNITY CORPORATION and AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 05 day of October, 1998.



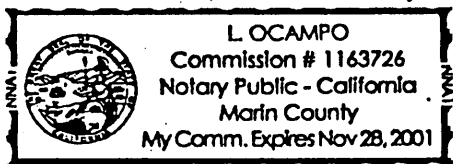
FIREMAN'S FUND INSURANCE COMPANY
 NATIONAL SURETY CORPORATION
 THE AMERICAN INSURANCE COMPANY
 ASSOCIATED INDEMNITY CORPORATION
 AMERICAN AUTOMOBILE INSURANCE COMPANY

By *M. A. Mallonee*
 Vice-President

STATE OF CALIFORNIA }
 COUNTY OF MARIN } ss.

On this 05 day of October, 1998, before me personally came M. A. Mallonee to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



L. Ocampo
 Notary Public

CERTIFICATE

STATE OF CALIFORNIA }
 COUNTY OF MARIN } ss.

I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 7th day of December, 1998.



Leatha E. Anstey
 Resident Assistant Secretary

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 1 day of February, 1999 by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and

EE. Ward, Inc.

of 2710 NE 78th St.

Vancouver, WA 98665

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 Villa Road, P & W Railroad Trestle Modification Project to the extent of the Bid made by the Contractor on the 1st day of DECEMBER, 1998 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 Special Specifications, the Railroad Letter Agreement, and the Plans consisting of eight (8) sheets entitled Villa Road, P & W Railroad Trestle Modification Project dated September, 1998 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 specified in the Special Specifications. 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

Dana R. Cole

City Manager
Title

CONTRACTOR

By

David L. May

Vice President
Title

APPROVED AS TO FORM:

ELM 2/1/99

City Attorney

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we F. E. WARD, INC.

A CORPORATION hereinafter called "Principal" and THE AMERICAN INSURANCE COMPANY
(Corp., Partnership, or Individual)
of 101 SW MAIN - PORTLAND, State of OREGON, herein after called "Surety", are held
firmly bound unto the City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of TWO HUNDRED FORTY
FIVE THOUSAND TWENTY SEVEN Dollars (\$245,027.00) 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 4TH day of JANUARY, 1999, a copy of which is hereto
attached and made a part hereof for the construction of the Villa Road, P & W Railroad Trestle
Modification 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 13TH day of JANUARY 1999.

Carol J. Jenkins
(Principal) Secretary

F. E. WARD, INC.
Principal

2710 N. E. 78TH STREET (s)

VANCOUVER, WASHINGTON 98665

(Address - Zip Code)

(SEAL)

Carol J. Jenkins, Corp. Sec.
Witness as to Principal

5801 NE 88th St, Vancouver WA 98665
(Address - Zip Code)

ATTEST

AS PER ATTACHED
GENERAL POWER OF ATTORNEY

(Surety) Secretary

THE AMERICAN INSURANCE COMPANY
Surety

By Marie J. Tedesco
Attorney-in-fact
MARIE J. TEDESCO

(SEAL)

J. F. Camburn
Witness as to Surety
JAMES F. CAMBURN
330 S. W. 6TH AVENUE - PORTLAND, OR 97204
(Address - Zip Code)

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

FIREMAN'S FUND INSURANCE COMPANY

NATIONAL SURETY CORPORATION

ASSOCIATED INDEMNITY CORPORATION

THE AMERICAN INSURANCE COMPANY

AMERICAN AUTOMOBILE INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a California corporation, NATIONAL SURETY CORPORATION, an Illinois corporation, THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation, (herein collectively called "the Companies") does each hereby appoint Richard L. Seekins, Marie J. Tedesco, and James F. Camburn, Portland, OR

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

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of FIREMAN'S FUND INSURANCE COMPANY, NATIONAL SURETY CORPORATION, THE AMERICAN INSURANCE COMPANY, ASSOCIATED INDEMNITY CORPORATION and AMERICAN AUTOMOBILE INSURANCE COMPANY which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY, NATIONAL SURETY CORPORATION, THE AMERICAN INSURANCE COMPANY, ASSOCIATED INDEMNITY CORPORATION and AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 05 day of October, 1998.



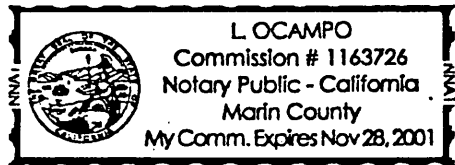
FIREMAN'S FUND INSURANCE COMPANY
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

By *M. A. Mallonee*
Vice-President

STATE OF CALIFORNIA }
COUNTY OF MARIN } ss.

On this 05 day of October, 1998, before me personally came M. A. Mallonee to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF MARIN } ss.

I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 13th day of January, 1999.



Leatha E. Austey
Resident Assistant Secretary

SPECIAL SPECIFICATIONS

FOR

CITY OF NEWBERG
VILLA ROAD
P & W RAILROAD TRESTLE MODIFICATIONS



September 1998

Prepared by:
DAVID EVANS AND ASSOCIATES, INC.

WORK TO BE DONE

The work to be done under this contract consists of the following on P & W Railroad Trestle over Villa Road in the City of Newberg.

1. Modify existing timber trestle to clearspan over Villa Road.
2. Perform additional and incidental work as called for by the specifications and plans.

AUTHORITY OF CONSULTANT

The consultant will be directly in charge of the project. However, his authority on this project is as designated in the official "Consultant Agreement" for this project and as designated by the Engineer. This authority does not include such things as authority to approve contract changes or semifinal and final inspection of the project.

APPLICABLE SPECIFICATIONS

The Specifications which are applicable to the work on this project are the City of Newberg Public Works Specifications, the 1996 edition of the "AREA Manual for Railway Engineering" and the "Willamette & Pacific (W & P) Safety, Maintenance and Constructions Rules and Procedures for the Bridge and Building Department".

All number references in these special provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Standard Specifications bearing like numbers and to Sections and subsections contained herein in their entirety.

PREQUALIFICATION OF BIDDERS

In addition to the Standard City of Newberg prequalification, contractors eligible to bid on this project shall have completed the special Contractor Prequalification submittal and have achieved passing status.

PRE-BID MEETING

There is a MANDATORY pre-bid meeting to be held at 10:00 a.m. on September 1, 1998 at the City of Newberg for the prequalified bidders.

CLASS OF PROJECT

This is a City of Newberg Project.

DIVISION ONE GENERAL REQUIREMENTS

101 DEFINITIONS AND ABBREVIATIONS

101.02 ABBREVIATIONS - Add the following:

AREA	American Railway Engineering Association
ODOT	Oregon Department of Transportation
P&W	Portland and Western Railroad

102 INSTRUCTIONS TO BIDDERS

102.02 PREQUALIFICATION OF BIDDERS - Add the following:

Contractors eligible to bid on this project shall have completed the Special Contractor Prequalification submittal and have achieved Passing Status. City of Newberg Standard Prequalification is still required.

102.03 FORM OF BID - Add the following:

The plans which are applicable to the work to be performed under the contract, bear title and date as follows:

Structure Modifications
Villa Road
P&W Railroad Trestle Modifications
City of Newberg

102.08 EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA - Add the following:

When the City or its consultant has conducted subsurface and/or geologic investigations of the proposed work-site, the results of the investigations may be contained in written report(s). If report(s) have been prepared, copies will be available at the Project Manager's office. If subsurface samples have been retained by the City, they will be available for inspection at their storage location. Arrangements for viewing the samples should be made at the Project Manager's office.

The availability of subsurface information from the City is solely for the convenience of the bidder and shall not relieve the bidder or the Contractor from any risks, duty to make examinations and investigations, or other responsibility under the contract. It is mutually agreed to by all parties that:

- The written report(s) are not part of the contract.
- The Department's subsurface investigations are made for the purpose of obtaining

data necessary for planning and design of the project.

- The boring data represents, with reasonable accuracy, conditions and materials found in specific borings at the time the borings were made.

105 CONTROL OF WORK

105.04 NOTIFICATION OF UTILITIES AND AGENCIES - Add the following:

This project is located within the Oregon Utility Notification Center area which is a utilities notification system for notifying owners of utilities about work being performed in the vicinity of their facilities. The utilities notification system telephone number is 1-800-332-2344.

The following organizations are known to have utilities in the vicinity:

1. Northwest Natural Gas
Contact: Jim Zehrung
Phone No.: (503) 220-2415
2. City of Newberg
Contact: Randy Naef
Phone No.: (503) 537-1214

It is not anticipated that utilities will need to be relocated for this project.

105.16 RAILROAD CROSSINGS OR RIGHT-OF-WAY - Add the following:

This project involves modifications to an existing P&W Railroad trestle structure. Train crossing is typically at 10:00am and 3:00pm but is not guaranteed to be at these times. Close coordination with the P&W railroad will be required for the trestle modification operations. See Section 108 for additional requirements.

106 CONTROL OF MATERIALS

106.03 SAMPLING AND TESTING - Add the following:

Replace references to AASHTO Specifications with AREA Specifications.

107 LEGAL RELATIONS AND RESPONSIBILITIES

107.15.01 GENERAL - The Contractor shall cooperate with Portland and Western Railroad, Inc., hereinafter referred to as "Railroad", and to avoid interference with the operation of railroad equipment where work is over, under or adjacent to its tracks.

The Contractor must understand the Contractor's right to enter Railroad's property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's property to cease if, in the opinion of Railroad, Contractor's activities create a hazard

to Railroad's property, employees, and/or operations.

The Contractor shall notify the Engineer and Railroad's Roadmaster, at least twenty (20) working days before commencing any work on, or near property or tracks of Railroad.

At the preconstruction conference a time will be set for a submittal workshop. Items to be discussed at the submittal workshop shall include but not be limited to the following:

Pile driving - Hammer submittal, wave equation, pile bracing for alignment

Steel erection - Cap beams, bracing, girders, floor beams

Coordination with train schedule

Five sets of working drawings showing details of construction affecting railroad tracks and property, including those for falsework or shoring of excavations near tracks and the proposed method of removal of falsework, shoring or cribbing, not included in the contract plans and two sets of calculations of any falsework, shoring or cribbing to be located over, under or adjacent to Railroad's tracks shall be furnished by the Contractor to the Railroad; and the Contractor shall not begin such work until notified by the Railroad that such plans have been approved. The Contractor shall be required to use winches to lower and remove any falsework over Railroad's tracks. In no case shall the Contractor be relieved of responsibility for results obtained by the use of said plans.

It is expected that Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner, subject to the Federal Railroad Administration's (FRA) Safety Rules for Roadway Worker Protection, 49 CFR 214. The Contractor shall have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the work of the Railroad Company.

107.15.02 AGREEMENT - Before performing any work on Railroad right-of-way or property, the Contractor will be required to execute and deliver to Railroad a Letter Agreement (EXHIBIT "C-1"), in the form included near the front of these special provisions, obligating the Contractor to provide and keep and maintain in full force and effect the insurance called for under "insurance" of these special provisions. Additionally, no employee of the Contractor, its Subcontractors agents or Invitees shall enter P & W property without first having attended a Training Seminar and can demonstrate a clear of P & W's application of the FRA's Safety Rules for Roadway Worker protection as referenced above. The Contractor shall give Railroad a minimum of thirty (30) days advance notice for scheduling the Training Seminar.

107.15.03 RAILROAD REQUIREMENTS - The Contractor shall cooperate with Railroad where work is over or under the tracks, or within the limits of Railroad property, so as to expedite the work and to avoid interference with the operation of Railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad and the instructions of the Railroad's representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks,

as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work area during the period of construction.

The Contractor shall perform his work in such manner and at such times as shall not endanger, delay or interfere with the safe and timely operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work area.

The Contractor shall take protective measures as are necessary to keep railroad facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railroad facilities resulting from Contractor's operations will be repaired or replaced by Railroad at its option and the cost of such repairs or replacement shall be deducted from the Contractor's progress and final pay estimates.

The Contractor shall not pile or store any materials, nor park or use his equipment closer than 25 ft. to the center of the nearest Railroad track, unless directed by Railroad's representative.

The Contractor shall also abide by the following clearances during the course of construction:

15 ft. Horizontally from centerline of track (including temporary falsework).

22.5 ft. Vertically above top of rail.

21.5 ft. Vertically above top of rail (Temporary Falsework Clearance - Subject to Public Utilities Commission approval).

27 ft. Vertically above top of rail for electric wires carrying less than 750 volts.

28 ft. Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts.

30 ft. Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts.

34 ft. Vertically above top of rail for electric wires carrying more than 20,000 volts.

Any infringement on the above clearances or walkways due to the Contractor's operations shall be submitted to the Railroad and to the Project Manager and shall not be undertaken until approved in writing by the Railroad, and until the Project Manager has obtained any necessary authorization for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval, and/or the Regulatory Agency's approval.

In the case of impaired vertical clearance above top of rail, Railroad shall have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

The details of construction affecting the Railroad's tracks and property not included in the contract plans shall be submitted to the Railroad by way of the Project Manager for approval before such work is undertaken and such work shall not be undertaken until the Railroad has given such approval.

Contractor shall not move his equipment or materials across Railroad's tracks until he has obtained permission from Railroad and, should it be required, the Contractor shall

obtain a private crossing agreement prior to moving his equipment or materials. The crossing installation for the use of the Contractor, if required, shall be at the expense of the Contractor.

The Contractor shall, upon completion of the work covered by this contract to be performed by the Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad all of Contractor's tools, implements and o Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and shall cause said premises to be left in a clean and presentable condition. ther materials, whether brought upon said premises by said

107.15.04 Protection of Railroad Facilities:

a. Upon advance notification of not less than twenty (20) working days by Contractor, Railroad representatives, inspectors, flagmen or watchmen will be provided by Railroad to protect its facilities, property and movements of its trains or engines. In general, Railroad will furnish such personnel or other protective services:

- When any part of any equipment is standing or being operated within or adjacent to Railroad property, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track. Including but not limited to pile driving, placing caps and bracing, erecting girders and floor beams and removal of existing bents
- For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other railroad facilities may be subject to settlement or movement.
- For any clearing, grubbing, grading, or blasting in proximity to railroad facilities which, in the opinion of Railroad's representative, may endanger railroad facilities or operations.

b. Railroad will furnish such personnel or other protective services when, in the opinion of Railroad's representative, railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipelines may be endangered.

c. Costs of Flagging and Railroad Personnel:

- The Railroad has determined that flagging will be required for the full thirty (30) day duration of on site work as specified in Section 108.04. The cost of flagging provided by Railroad during the period of construction that portion of the project located on or near Railroad property, as deemed necessary for the protection of Railroad's facilities and trains, will be borne by the Contractor. The rate for flagging shall be set by the Railroad. The Contractor is responsible for contacting the Railroad to determine this rate.
- The cost of all Railroad personnel, equipment, and facilities deemed necessary by the Railroad and provided by the Railroad for the protection of railroad facilities and trains during the period of construction within Railroad right of way, and the cost of installing protective devices in the case of impaired clearance, shall be borne by the Contractor. The Contractor shall be responsible for payment of all costs incurred for any damages to railroad roadbed, track and/or property resulting from use, occupancy, or presence of Contractors, employees or agents, or Subcontractors on or about the construction site.

d. Railroad will submit its final bills to Contractor for cost incurred pursuant to the paragraph immediately above.

e. Protection of fiber optic cable systems - Fiber optic cable systems may be buried on Railroad property. Prior to beginning any work, the Contractor shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property set forth herein.

107.15.05 Work by Railroad Company - Railroad will adjust the railroad ties for pile driving operations, rearrange its tracks, telephone, telegraph, signal lines and appurtenances, and will perform any other work in connection therewith.

107.15.06 Contractor General Safety Requirements - Safety is of the utmost importance in performing any work on the Railroad's property. The Railroad does not in any manner assume the control or responsibility of the Contractor to provide safe working conditions for the Contractor's employees or Subcontractors in requiring the Contractor to follow the Railroad's General Safety Requirements. The Contractor is responsible for compliance with Federal and State laws and any government regulations, including those related to Track Work Protection when work is conducted around tracks.

Work in the proximity of a railroad track is potentially dangerous. The Contractor and its employees, Subcontractors and Invitees are governed by the following Safety Rules and General Safety Requirements while on Railroad property. The Contractor is responsible for enforcement of these Safety Rules and Requirements. The Railroad has the right to bar the Contractor, its employees, Subcontractors and Invitees from working on Railroad property if the Railroad deems such persons are acting in an unsafe manner.

Before beginning any task, a complete job safety briefing will be conducted with all individuals involved with the task, and again if the task changes. If the task is within 25 ft. of any track, the job briefing must include the Railroad's flagman.

All Contractor's employees will receive safety instruction from the Contractor's Safety Officer or a qualified Railroad representative prior to the start of any project. The Contractor's supervision will review the safety guidelines contained below to familiarize their employees with safety issues that exist when working in a railroad environment. This should be reviewed at least weekly, and with any new employee(s) coming on the job. It is the responsibility of the Contractor's supervision and/or their Safety Officer to instruct their employees with the Railroad and FRA Roadway Worker Protection Safety guidelines and to require their compliance.

Safety rules cannot be all-inclusive. Workers must refrain from unsafe and improper practices, including both the violation of written rules and regulations, and rules of common sense.

- The use of alcoholic beverages, intoxicants, narcotics, marijuana or other controlled substances by employees subject to duty or their possession or use while on duty or on Railroad property is prohibited. Workers must not report for duty under the influence of any alcoholic beverage, intoxicant, narcotic, marijuana or other controlled substance, or medication, including those prescribed by a doctor, that may in any way adversely affect their alertness, coordination, reaction, response or safety.

- Scuffling, horseplay, practical jokes and all conduct of a similar nature is prohibited.
- Any damage to Railroad property will be reported immediately to the Railroad's representative in charge of the project. Any vehicle or machine contact with a track, signal equipment, or structure (bridge) could result in a train derailment and shall be reported by the quickest means possible to the Railroad representative in charge of the project or the Railroad's System or Network Operations Center. Emergency numbers are to be obtained from the Railroad representative in charge of the project prior to the start of any work and are to be posted at the job site for the duration of the of the project.
- All persons are prohibited from having firearms or other deadly weapons, including knives with a blade in excess of 3 inches, in their possession while working on Railroad property, except those authorized to have them in the performance of their duties or those given special permission.
- Good housekeeping is of the utmost importance in the prevention of accidents, injuries and fires. Clean-up will be conducted on a daily basis.
- Tools or work materials must not be left in close proximity to tracks.
- Throwing waste, garbage, bottles, refuse, or other such materials on Railroad property or disposing of such at other than designated locations is prohibited. Each Contractor will provide refuse containers at the work site and empty them on a daily basis.
- Objects which constitute a slipping or tripping hazard must not be left in walking areas.
- Open fires or fires in barrels are not allowed on Railroad property unless appropriate permits are acquired.
- In all cases, established route of travel in and about the property must be used.
- Railroad vehicles have an unquestioned right-of-way in all circumstances relating to work on or about the track area.
- Workers must not wear or use anything which impairs vision or hearing. Listening to personal radios or tape players is prohibited while on duty.
- All Contractor employees working on the Railroad's property will be required to wear OSHA approved safety glasses with side shields, hard hats, with a high visibility orange cover, and above-the-ankle, lace-up, safety boots with a defined heel. High visibility retro-reflective orange vests are required in certain locations as specified by the Railroad's representative in charge of the project. During inclement weather, proper clothing to protect against frostbite, etc., will be worn. Particular attention to footing and the use of proper footwear is essential when working in snow or other slippery conditions. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations. Office employees restricted to office work will not be required to comply.
- All workers will become familiar with and be capable of recognizing railroad equipment adjacent to the tracks.
- Walking, stepping or standing on rails or ties, or sitting on any part of track

structure except in performance of duty is prohibited. NOTE: The term "track structure" means the space between the rails and within 8 ft. outside the rails, unless otherwise specified.

- Workers are prohibited from tampering with switches or any other railroad equipment unless it is necessary for work operation and only in the presence of an authorized railroad worker.
- Workers must not go underneath rail cars. They must not occupy rail cars except in performance of their duty.
- Workers must not cross tracks by crossing over or between cars that are coupled together.
- Workers must not attempt to catch onto or ride any moving railroad equipment, even though it may be moving slowly.
- Workers must not take refuge from rain, heat, etc., under or in cars or other rail equipment.
- Train crossing is typically at 10:00am and 3:00pm but is not guaranteed to be at these times. Workers are warned that trains, locomotives or cars may be expected at any time, on any track, in either direction, and that they must watch for and keep clear of such movements. Workers must take extra precaution to be on the lookout for approaching trains, especially when working in multiple track territory, when field of vision is limited, or when noisy equipment is in use. A portable air horn may be used by a designated person to warn workers of approaching trains or equipment. Under certain conditions, trains and equipment can approach without being heard. Proper attention and protection are essential to personal safety when working near railroad tracks.
- Workers shall not work on the track, between tracks in multiple track territory, or nearer than 25 ft. to the track without proper flag/work protection provided by the Railroad, unless the track is protected by track bulletin and work has been authorized by the Railroad. If flag/work protection is provided, every employee must know: (1) Who the Railroad flagman is, and how to contact him. (2) Limits of the flag/work protection. (3) The method of communication to stop and resume work. (4) Entry into flag/work limits when designated. Men or equipment entering flag/work limits that were not previously job briefed, must notify the flagman immediately, and be given a job briefing if working at less than 25 ft. from center line of track.
- Any work within 25 ft. of the rail, without consideration to height, must be stopped in the clear to acknowledge approaching and passing trains, and Contractor's employees shall move as far away from the track as practical, until the ENTIRE train has passed. This assures the train engineer that the train has been seen, and it is safe to proceed. Failure to comply could result in the train engineer placing the train into emergency which could result in damage to the train and delay Railroad's traffic. After notification by Railroad's flagman that no other trains are within the working limits, work may then resume. Workers must NEVER stand with their back to a moving train. Metal banding and other components may break or a portion of the lading could shift extending outward several meters beyond the rail car during shipment.

- Work in tunnels, on bridges and overpasses must be done in accordance with a safety plan agreed upon by the Railroad prior to beginning work in these areas.
- Do not wave arms or objects violently except in an emergency; this is a STOP signal.
- Workers must not make any movement toward an approaching train or operate machinery in a manner that would cause the engineer to believe that the track is going to be fouled.
- Crossing tracks immediately in front of moving railroad equipment is prohibited.
- When necessary to cross any track, look both ways and keep at least 25 ft. from the nearest end of stationary rail cars.
- Machines may be operated across tracks only at established grade crossings. If it is necessary to do so at any other location, it may be done only with permission of and under the supervision of the Railroad on site representative.
- Some rails are conductors of electrical current and are integral parts of the railroad's operating system. Devices that could shunt this electrical current must not be laid across rails. No hand or portable tools will be left on the rails at any time. Use a wooden lath to provide separation when making measurements adjacent to the tracks.
- Machines or vehicles must not be left unattended with the engine running. If a machine is left unattended, it must be in gear with brakes set. If it is equipped with blade, pan or bucket, that must be lowered to the ground. All machinery and equipment left unattended on the right-of-way must be left inoperable and secured against movement.
- Machinery or equipment shall not be stored or left temporarily near a highway grade crossing in such a manner as to interfere with the sight distances of persons approaching that crossing. Prior to beginning work, the Contractor, with concurrence of the Engineer or his representative on site, will establish a storage area.
- Cutting or knocking down trees or moving rocks and other materials that might fall on the track structure or on communications or power lines is prohibited, unless done with the prior approval and supervision of the Railroad.
- No contaminants are to be discharged on Railroad property. Should it occur, it must be reported by the quickest means possible to the Railroad's representative in charge of the project. (This includes oils, diesel fuel, gasoline, etc.).
- Workers must not create and leave any condition at the work site that would interfere with water drainage.
- All work over water will meet State and Federal regulations.
- Safeguards and safety signs must be kept in place and in good condition. It is the responsibility of the Contractor to provide same.
- Each person in charge of a work party must be familiar with the Mile Post location of the area in which work is being performed so that in cases of emergencies the exact location may be given to Railroad personnel.

- When an emergency exists or if any hazard is noticed on passing trains, the Railroad representative on site must be notified immediately.
- High frequency radios (not CB's) shall be used by all crews for emergency communications between crews. Radio transmitters must not be operated when located less than 250 ft. from blasting operations.
- When it is necessary to create a hazardous condition in performing work on or in the vicinity of a track, proper protection must be afforded in accordance with a safety plan submitted to and approved by the Railroad prior to creating the hazardous condition, as well as taking any other precautions that may be necessary to protect the condition.
- Before excavating, it must be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems that either cross or run parallel with the track which are located within the Projects work area. Excavating on the right of way could result in damage to buried cables resulting in delay to railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. Before any excavation commences, the Contractor must contact the Railroad's signal and track representative in charge of the area. All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is also the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.
- The Contractor must cease all work and the Railroad must be notified immediately before continuing excavation in the area if obstructions are encountered that do not appear on drawings. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. There will be no exceptions to these instructions.
- All excavations regardless of depth will be shored where there is any danger to track structure or personnel.
- No excavation will be left uncovered or unprotected overnight. When leaving work site areas at night and over weekends, the areas must be left in a condition that will ensure that railroad employees who might be working in the area are protected from all hazards. Any open pits or holes shall be covered securely and a physical barrier such as a fence placed around the opening.
- Holes or trenches in the vicinity of the track must be covered, guarded and protected when not being worked on.
- Excavations, trenches or pits on or adjacent to public roads will be physically protected and denoted by highway barriers with flashing lights when not in use.
- All excavations will be back filled as soon as possible.
- All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For lines rated 50KV or below, minimum clearance between the lines and any part of the equipment or load shall be 10 ft. For lines rated over 50KV, minimum clearance between the line and any

part of equipment or load shall be 10 ft. + 0.8 ft. for each 1 KV over 50KV. If the capacity of the line is not known, minimum clearance of 20 ft. must be maintained. A person shall be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

- When Contractor employees are required to work on the Railroad property after normal working hours or on weekends, the Railroad representative in charge of the project must be notified. No one will be allowed to work alone during the times specified above. When it is necessary to work during these times, a minimum of two employees are required to be present, consisting of a Railroad employee with a Contractor employee.
- Equipment and vehicles must operate at a safe speed, being aware of operating conditions as well as other equipment and persons working in close proximity. Extreme caution must be exercised at all grade crossings.

IN ALL CASES OF DOUBT OR UNCERTAINTY, THE SAFEST COURSE MUST BE TAKEN.

107.15.07 PERSONAL INJURY REPORTING - The Railroad is required to report certain injuries as a part of compliance with Federal reporting requirements. Any personal injury sustained by an employee of the Contractor, Subcontractor or Contractor's Invitees while on the Railroad's property must be reported immediately (by phone mail if unable to contact a person) to the Railroad's representative in charge of the project. The "Non-Employee Personal Injury Data Collection" form included near the front of these special provisions is to be completed and sent by Fax to the address indicated by the Railroad, no later than the close of shift on the date of the injury.

107.15.08 PERSONAL INJURY AND RAILROAD INSURANCE FORMS - These forms are included near the front of these special provisions for the use of Contractors and subcontractors as needed.

108 PROSECUTION AND PROGRESS OF WORK

108.02 PRECONSTRUCTION CONFERENCE - Add the following:

A preconstruction conference will be held prior to start of work.

108.04 CONTRACT TIME - Add the following:

Onsite work shall be limited to one continuous thirty (30) day period. Complete all work to be done under the contract not later than March 15, 1999.

108.07 LIQUIDATED DAMAGES

Replace the "Schedule of Liquidated Damages" with the following:

	Original Amount Of Contract	To and Including	Per Diem Amount of <u>Liquidated Damages</u>	
			Calendar <u>Day</u>	Workday <u>Workday</u>
\$ 0		\$ 25,000	\$ 50	\$ 70
25,000		50,000	100	140
50,000		100,000	200	280
100,000		500,000	400	560
500,000		1,000,000	700	980
1,000,000		2,000,000	1,000	1,400
2,000,000		5,000,000	1,300	1,820
5,000,000		10,000,000	1,600	2,240
10,000,000		-----	2,000	2,800

DIVISION TWO GENERAL TECHNICAL REQUIREMENTS

202 TEMPORARY TRAFFIC CONTROL

202.01 DESCRIPTION - Add the following:

Traffic is to be maintained on Villa Road at all times. Temporary single lane closures will be permitted for pile driving, setting girders, and placing floor beams operations. Additional single lane closures may be allowed if approved by the Engineer. Flaggers shall be used during all one-lane closure periods. Signing shall be in accordance with ODOT Traffic Control Plans Drawing No. RD910, "2-Lane, 2-Way Roadway, One Lane Closure".

This project involves modifications to an existing P&W Railroad trestle structure. Railroad traffic should be maintained at all times. The plans have been prepared with the expectation that no extended closure of the trestle would be necessary. Train crossing is typically at 10:00am and 3:00pm but is not guaranteed to be at these times. Close coordination with the P&W railroad will be required for the trestle modification operations. Depending on the contractors means and methods a minimal closure may be worked out with the railroad.

205 MATERIALS - TYPES AND USE

205.02 MATERIALS - Add the following:

205.02.01 General - Add the following:

Materials shall conform to the applicable section of the AREA Manual for Railway Engineering.

207 RESTORATION AND CLEANUP

207.01 DESCRIPTION - Add the following:

This section also includes all labor, materials, and equipment to re-space timber railroad ties, and restore the walkway and rail to original condition due to pile driving and girder placement activities.

DIVISION EIGHT STRUCTURES TECHNICAL REQUIREMENTS

800 STRUCTURES

800.01 GENERAL

Division Eight, which is not in the Standard Specifications, is included for this project by special provision.

800.02 BRIDGE REMOVAL

800.02.01 Scope – This work consists of removing and disposing of portions of the existing bridge as shown or specified.

800.02.02 Removal and Disposal – Remove existing timber piles to a minimum depth of 1 foot below existing grade.

All materials become the property of the Contractor at the place of origin. Dispose of at own expense.

Subject to local zoning code, materials may be placed on other properties approved by the Engineer, in a manner consistent with environmental requirements, and with written permission of the property owner. Furnish the Engineer a copy of the signed agreement with the owner before any disposal of material. Do not place these materials in a location visible from a public highway, road, or street unless the site is zoned and licensed for landfill.

Excavation required to perform removal of structures and obstructions will be considered incidental to the removal work.

Backfill holes according to 207.

800.02.03 Measurement – No measurement will be made for the work.

800.02.04 Payment – Payment for the work will be made at the lump sum amount for the contract item "Bridge Removal Work".

801 STEEL PILES

801.01 GENERAL

Steel piling shall be in accordance with AREA Chapter 8, Part 4.

Wood debris was encountered near Bent 1 at a depth of 2.5 to 8.0 feet during field explorations. Removal of wood debris may be required to obtain estimated pile tip elevation. The contractor shall be responsible for maintaining the integrity of the existing timber trestle during any excavation requirements.

801.02 PILE DRIVING FORMULA

The ultimate pile bearing capacity shall be based on the Wave equation analysis.

Evaluate the driving equipment based on Wave Equation analysis. The estimated minimum "Hammer Field Energy" is provided in the following table:

<u>Bridge</u>	<u>Bent</u>	<u>Hammer Field Energy*</u> (Minimum) <u>ft.k</u>
P&W Trestle Modifications	1&2	40

*Minimum "Hammer Field Energy" is the actual stroke multiplied by the ram weight.

The above estimate of minimum "Hammer Field Energy" for the hammer is provided for the Contractor's convenience during bid preparation and does not imply final approval. The energy value is an estimated value required to drive the piles to bearing with a blow count rate below the maximum value of 15 blows per inch. The estimated value provided represent the end of driving condition, with the pile tip near the estimated tip elevation. More severe or restrictive driving conditions may occur before reaching specified minimum tip elevation.

Different types of hammers such as direct-drive diesel, standard diesel, or air/steam hammers have major effects on predicted stresses and blow counts. Changes in pile type or size will affect the blow count rate and pile stresses. The length of the pile in the leads and the types and thicknesses of the hammer and pile cushion materials may have significant effects on the pile driving criteria.

Approval of the proposed pile hammer and driving system will be based on the conditions listed in this subsection. Operational performance of the hammer during construction overrides any implied or actual hammer approval.

Soil input values for the Wave Equation computer program can be obtained from the Project Manager.

801.03 PILE TIP REINFORCEMENT

Provide inside fit, open ended cutting shoes as manufactured by Versa Steel Inc., Associated Pile and Fitting Corp., or International Construction Equipment Co.

801.04 PILE LEADS

Swinging leads will be allowed if Contractor can provide appropriate details to show piles can be driven to plan position and bearing. Submittal of proposed pile driving plan shall be required for review.

801.05 PILE TOLERANCE

Piles shall be driven so that the top of pile at the cap beam is within 5 inches of the plan location.

801.06 SPLICES

Due to the pile length pile splices may be necessary. The number of splices, their location and details shall be submitted for approval.

Welded Splices - Make welded splices using a full penetration butt weld. Welding

procedures shall comply with AWS D1.1.

Mechanical Splices - Mechanical splices will not be allowed.

Welded pile splices and other welded attachments to steel piles shall be performed by either flux core arc, shielded metal arc, or submerged metal arc welding process. Perform welding in accordance with the current edition of AWS D1.1 "Structural Welding Code". Before welding begins, the Contractor shall have an approved welding procedure for ASTM A 252 that was qualified in accordance with Table 5.1 of AWS D1.1 and proof that all pile welders on the job have passed a qualification test in accordance with Table 5.6 of AWS D1.1.

All splices below in situ ground line (undisturbed), as defined by the Engineer, shall receive a visual inspection as specified in Section 9.25 of AWS D1.1 by a Certified Welding Inspector (CWI). All welded splices at or above in situ ground line (undisturbed) shall be inspected by Ultrasonic Testing (UT) as follows: the UT shall be performed on 100% of the welded splice on 10% of all welds subject to UT. The pass/fail criteria shall conform to Section 9.25.3 of AWS D1.1. If any of the tested welds fail the UT, an additional 10% shall be tested. If any of the additional 10% fail, then 100% of the remaining welds subject to UT shall be tested.

The welded procedure and welder qualification test shall be for the same process as used on the job. The Contractor shall be responsible for providing all welder qualification, welding procedure qualification, and UT requirements.

801.07 MEASUREMENT

801.07.01 Furnish Equipment for Driving Piles – There will be no measurement for the work performed under this subsection.

801.07.02 Furnish Steel, Piles – The unit of measurement for furnishing steel piles will be the foot measured to the nearest foot. No allowance will be made for that length of pieces, furnished by the Contractor to replace piles previously accepted by the Engineer, but that are subsequently damaged before completion of the contract.

The quantity of steel piles to be measured for payment will be the length of each pile, remaining in the completed work, from the pile tip to the cut off plane.

801.07.03 Drive Piles – The unit of measurement for driving steel piles will be per pile. Preboring and jetting of pile will not be measured and payment shall be considered incidental and included in the unit price for the pay item "Drive PP24x0.5 Steel Pipe Piles", if procedures were requested by the Contractor.

801.07.04 Pile Splices – No measurement will be made for splices to steel piles. Splices will be considered incidental and included in the unit price for the pay item "Furnish PP24x0.5 Steel Pipe Piles".

801.07.05 Engineers Estimated Length

The Engineer's estimated lengths of steel piling are as follows:

Engineer's Estimated Length

<u>Location</u>	<u>No.</u>	<u>Length (ft.)</u>	<u>Kind</u>
Bent 1	4	75	PP24x0.5
Bent 2	4	75	PP24x0.5

801.08 PAYMENT

801.08.01 General – Payment at the contract price per unit of measurement of the applicable pay item in 801.04 will be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work.

Payment for driving piles will include payment for cutting off piles. Payment for splices required to drive piles to the final in place length will be considered incidental to pay items 801.05.02. No additional payment will be made for work needed to drive piles to minimum tip elevation as shown or specified.

801.08.02 Pay Items – Accepted pay quantities, determined according to 801.04.02 through 801.04.04 will be paid for at the applicable contract price per unit of measurement for each of the following pay items in the bid schedule:

Pay Item Unit of Measurement

- (a) Furnish Pile Driving Equipment Lump Sum
- (b) Furnish PP24x0.5 Steel Pipe Ft.
- (c) Drive PP24x0.5 Steel Pipe Each

Payment for Item (a) will be made at the lump sum price bid for this item as follows: 75% of the amount bid will be paid when the equipment for driving piles is furnished and is satisfactorily driving piles. The remaining 25% will be paid when the work of driving piles is completed and equipment has been moved from the site. The lump sum price bid shall include the cost of furnishing all materials, equipment, and labor necessary for transporting, erecting, maintaining, replacing any ordered equipment, dismantling and removing the entire pile driving equipment. The cost of all materials and labor, including the manipulation of the pile driving equipment in connection with driving piles shall be included in the unit price each for driven piles. The furnishing of equipment for driving sheet piling is not included in this work.

802 STRUCTURAL STEEL BRIDGES

802.01 GENERAL

Furnish, fabricate and erect structural steel bridges and miscellaneous metal work in accordance with AREA Chapter 15.

802.02 FRACTURE CRITICAL

The main girders are Fracture Critical members. The requirements of AREA Chapter 15, Section 1.14 shall be followed. Impact testing shall be performed in accordance with Table 1-15.

Fabricators of structural steel bridges shall have an AISC Category MBr (Major Steel Bridges) Certification and the AISC Fracture Critical endorsement.

802.03 PLANS

Delete AREA Chapter 15 Section 4.6 and replace it with the following:

- a. The Contractor shall be responsible for furnishing to the Engineer for review; shop details, erection diagrams, match marking diagrams, list of field bolts, and shipping statements showing a full list of parts and weights.

802.04 ERECTION PROCEDURE PLANS

Provide erection procedure plans in accordance with AREA Chapter 15 Section 4.11 for review by the Engineer.

802.05 ESTABLISHMENT OF LINES AND GRADES

Delete AREA Chapter 15 Section 4.9 and replace it with the following:

The Contractor will be responsible for the construction of the substructure to the correct lines and elevations, and for the establishment of the lines and elevations required to receive the steel work.

802.06 DECK

Revise AREA Chapter 15 Section 4.25 with the following:

All materials shall be provided by the Contractor.

802.07 MEASUREMENT

802.07.01 General – Structural steel will be measured on a lump sum basis.

No separate measurement will be made for bolts, studs, or bearing devices made entirely of structural steel as the cost of these items are included in the amounts bid and paid for under structural steel work.

802.07.02 Miscellaneous Metal – Minor metal parts, anchor bolts, bearing devices, and other structural steel shapes, unless otherwise provided, shall be classified as Structural Steel.

The work shall be bid on a lump sum basis, the weight of miscellaneous metal will be included in the estimated quantity of Structural Steel specified.

802.07.03 Engineers Estimated Quantity – The estimated quantity of structural steel to be paid for on the lump sum basis is as follows:

<u>Structure</u>	<u>Quantity</u> <u>(lb)</u>
P & W Trestle Modifications	70,000

802.08 PAYMENT

802.08.01 Payment – Payment for structural steel measured on the lump sum basis will be made at the contract lump sum amount for the item “Structural Steel”. The lump sum payment for all structural steel required will be in effect unless plan changes are ordered by the Engineer. Payment for quantities involved in plan changes will be made according to 109.04.

Payment for structural steel at the contract lump sum amount, plus or minus adjustments, if any, will be payment in full for furnishing, fabricating, transporting, erecting and for furnishing, erecting, and removing falsework. This includes all equipment, tools, labor, and incidentals necessary to complete the work.

**CITY OF NEWBERG
VILLA ROAD
P&W RAILROAD TRESTLE MODIFICATIONS**

RAILROAD LETTER AGREEMENT

EXHIBIT "C-1"

Railroad File:
Agency Project:

EXHIBIT "C-1"

Agreement Between
PORTLAND AND WESTERN RAILROAD, INC.
AND THE CONTRACTOR

PORTLAND AND WESTERN RAILROAD, INC.
110 W. 10th Ave.
Albany, OR 97321
Attention: Chuck Gilbert, Manager Public Projects

Gentlemen:

The undersigned has entered into a contract dated _____, 19_____, with the CITY OF NEWBERG, hereinafter referred to as (CITY), for the performance of certain work in connection with the project:

In the performance of which work the undersigned will necessarily be required to conduct operations within (PORTLAND AND WESTERN RAILROAD, INC.), hereinafter referred to as "Railroad", right of way and property. The Contract provides that no work shall be commenced within your right of way or property until the Contractor employed in connection with said work for CITY shall have executed and delivered to you a Letter Agreement, in the form hereof, and shall have provided insurance of the coverage and limits specified in said Contract. If this Letter Agreement is executed by other than the Owner, General Partner, President or Vice President of undersigned firm, evidence is furnished to you herewith certifying that the signatory is empowered to execute this Agreement for the firm.

Accordingly, as one of the inducements to and as part of the consideration for your granting permission to the undersigned to enter upon your right of way or property for the performance of so much of the work as is necessary to be performed within your right of way or property, the undersigned, effective on the date of said Contract, has agreed and does hereby agree with you as follows:

Section 1. The undersigned shall fully indemnify and hold harmless Railroad, its agents and employees against any and all liability, claims, demands, damages, or costs of whatever kind or nature including, but not limited to, liability claims, demands, damages or costs for (a) death or bodily injury to persons, including without limitation the employees of the parties hereto, (b) injury to property, including without limitation, the property of the parties hereto, (c) design defects, or (d) any other loss, damage, or expense arising under either (a), (b), or (c), and all fines or penalties imposed upon or assessed against Railroad, and all expenses of investigating and defending against same (including but not limited to costs and attorneys' fees), regardless of the negligence or alleged negligence of Railroad, its agents or employees, arising in any manner out of (1) the use, occupancy or presence of the undersigned or its subcontractors, employees, or agents in, on, or about the construction site, (2) the performance, or failure to perform, by the undersigned, its subcontractors, employees, or agents, its work or any obligation under this Agreement, or (3) any and all acts or omissions of the undersigned, its subcontractors, employees, or agents in, on, or about the construction site. Nothing contained in this provision is intended to, nor shall be deemed or construed to, indemnify Railroad from its sole negligence or willful misconduct, or that of its agents, servants or independent contractors who are directly responsible to it.

Section 2. That the undersigned will procure, and will maintain in force and effect, insurance meeting all of the requirements outlined in the Special Provisions for and in said Contract, and there is provided to you herewith the following documents meeting such requirements:

- (a) Original Policy in Railroad Protective Liability Form, including the Notice of Change Endorsement, the Pollution Exclusion Amendment, and the Limited Seepage, Pollution and Contamination Coverage Endorsement in favor of PORTLAND AND WESTERN RAILROAD, INC., 110 W. 10th Ave., Albany, OR, 97321
Attention: Chuck Gilbert, Manager Public Projects
- (b) Certificate reflecting the existence of Contractor's Public Liability and Property Damage Liability Insurance and Contractor's Protective Public Liability and Property Damage Liability Insurance.

It is further distinctly understood and agreed by the undersigned that its liability to the Railroad Company herein under Section 1, will not in any way be limited to or affected by the amount of insurance obtained and carried by the undersigned in connection with said Contract.

It is also distinctly understood that the Railroad file reference number and location information, as shown at the top of this Agreement, must appear on any original insurance policies or certificates of insurance sent to Railroad by the undersigned.

Section 3. That the undersigned will observe and comply with all the provisions, obligations and limitations to be observed by Contractor which are contained in the subdivision of the specifications of said contract, entitled "RAILROAD RELATIONS AND INSURANCE" and shall include, but not be limited to, payment of all costs incurred for any damages to Railroad roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Kindly acknowledge receipt of this letter and of the insurance herein provided to be furnished to you, by signing and returning to the undersigned, a copy of this letter, which shall thereupon constitute an agreement between us.

Yours truly,

Contractor)

By _____

(Title)

Receipt of the foregoing letter and of the policies
and certificates of insurance therein provided to be
furnished is hereby acknowledged this

_____ day of _____, 19 _____

PORTLAND AND WESTERN RAILROAD, INC.

By _____

Its _____

Address

City, State, Zip

**CITY OF NEWBERG
VILLA ROAD
P&W RAILROAD TRESTLE MODIFICATIONS**

RAILROAD PROTECTIVE INSURANCE

EXHIBIT "C-2"

EXHIBIT "C-2"

INSURANCE

RAILROAD PROTECTIVE INSURANCE. The term "Railroad" shall be understood to mean PORTLAND AND WESTERN RAILROAD, INC. The term "CITY" shall be understood to mean CITY OF NEWBERG.

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by CITY, and thereafter until all tools, equipment and materials, not belonging to the Railroad, have been removed from Railroad's property and such property is left in a clean and presentable condition. The insurance herein required shall be obtained by the successful bidder and he shall furnish CITY, with three completed certificates, in the form attached hereto, signed by the insurance company, or its authorized agent or representative, reflecting the existence of each of the policies required by 1 and 2 below including coverage for X, C and U and completed operations hazards, the original policy of insurance and one certified copy thereof required by 3 below. CITY will convey one (1) of the certificates of policy certifying 1 and 2 and the original policy of insurance required by 3 to Railroad upon receipt from successful bidder. CITY's project manager will notify successful bidder whether Railroad approves the insurance policies.

Certificate of insurance shall guarantee that the policy under 1 and 2 will not be amended, altered, modified or cancelled insofar as the coverage contemplated hereunder is concerned, without at least thirty (30) days notice mailed by registered mail to the CITY and to Railroad.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

1. Contractor's Public Liability and Property
Damage Liability Insurance

The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property, carry regular Contractor's Public Liability and Property Damage Liability Insurance. Combined single limit per occurrence shall be not less than \$2,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000 when applicable.

If any part of the work within or adjacent to Railroad's property is subcontracted, the Contractor in addition to carrying the above insurance, shall provide the above insurance on behalf of the subcontractors to cover their operations.

2. Contractor's Protective Public Liability and
Property Damage Liability Insurance

The Contractor shall, with respect to the operations performed for him by subcontractors who do work within or adjacent to Railroad's property, carry in his own behalf regular Contractor's Protective Public Liability and Property Damage Liability Insurance providing limits of \$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage.

3. Railroad's Protective Public Liability and Property Damage Liability Insurance written on ISO Form No. CG00351093 and including The Limited Seepage and Pollution Liability Endorsement.

The approximate daily train traffic is 2 freight trains max. 25 MPH.

The approximate ratio of the estimated cost of the work on, over, under, or within 50 ft. of the Railroad tracks to the total estimated contract cost is 1 to 1.

The Contractor shall be financially responsible for all deductibles, self-insured retentions, and/or self-insurance.

It shall be considered that the full cost of all insurance, to be borne by the Contractor, is included in the prices paid for the various items of work performed under the contract and no additional allowance will be made for any additional Premiums which may be required by extensions of the insurance policies.

The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property or that of any of his subcontractors who do work within or adjacent to Railroad's property, have issued and furnished separately, policy or policies of insurance in the Railroad Protective Liability Form as hereinafter specified. Each such policy shall provide limits of liability as specified in said Railroad Protective Liability Form.

The policy shall name as insured:

PORTLAND AND WESTERN RAILROAD, INC.
110 W. 10th Ave.
Albany, OR 97321

RAILROAD PROTECTIVE LIABILITY FORM

(Name of Insurance Company)

DECLARATIONS

Item 1. Named Insured: _____

Address: _____
 (No. Street Town (or City) County State Zip)

Item 2. Policy Period: From _____ to _____ 12:01 a.m., Standard Time, at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated in Item 6 by specific premium charge or charges. The limit of the Company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

Limits of Liability

COVERAGES		EACH OCCURRENCE	AGGREGATE
A	Bodily Injury Liability	\$2,000,000 combined single limit	\$6,000,000 for coverages A, B, and C
B	Property Damage Liability		
C	Physical Damage to Property		

Item 4. Name and Address of Contractor: _____

Item 5. Name and Address of Governmental Authority for whom the work by the Contractor is being performed:
 City of Newberg
 414 E. 1st Street
 Newberg, OR 97132

Item 6. Designation of the Job Site and Description of Work:

FOR CONSTRUCTION _____

Premium Bases	Rates per \$100 of Cost		Advance Premiums	
	Coverage A	Coverages B&C	Coverage A	Coverages B&C
Contract Cost	\$	\$	\$	\$
Rental Cost	\$	\$	\$	\$

(For policy issued by one company)

POLICY NUMBER _____ Title _____

(Name of Insurance Company)

A _____ insurance company, herein called the Company, agrees with the insured named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations made by the named insured and subject to all of the terms of this policy.

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM (CG 00 35 06 90)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our", refer to the Company providing this Insurance.

The word "Insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE A
BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGE A.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" occurs during the policy period; and
- (2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions.

This Insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".
- c. "Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:
 - (1) When all the "work" called for in the "Contractor's" contract has been completed.
 - (2) When all the "work" to be done at the "job location" has been completed.
 - (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment, or abandoned or unused materials.

- d. "Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "Contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.
- e. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.
- f. "Bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at or from the "job location":
 - (1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or
 - (2) Due to the dumping or disposal of waste on the "job location" by the "Contractor" with the knowledge of you or any of "your designated employees"; or
 - (3) On which you or "Contractors" working directly or indirectly on any insured's behalf are performing operations:
 - (a) If the pollutants are brought on or to the "job location" in connection with such operations by such insured, contractor or subcontractor; or
 - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or access the effects of pollutants.

Subparagraph (3)(a) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- g. "Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

COVERAGE B PHYSICAL DAMAGE TO PROPERTY

1. Insuring Agreement.

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. Exclusions.

This insurance does not apply to "physical damage to property".

- a. Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "Contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment and abandoned or unused materials.

- b. The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees";
- c. Due to nuclear reaction, nuclear radiation, or radioactive contamination, or to any related act or condition.
- d. Due to the discharge, dispersal, seepage, migration, release or escape of pollutants excluded under exclusion f., Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGE A

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. All costs taxed against the insured in the "suit".

3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses, incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. You are an insured.
2. Your executive officers and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds but only with respect to their liability as stockholders.
4. Any railroad operating over your tracks is an insured.

SECTION III - LIMITS OF INSURANCE

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to 3. above, the payment for "physical damage to property" shall not exceed the lesser of:
 - a. The actual cash value of that property at the time of loss; or
 - b. The cost to repair or replace the property with other property of like kind or quality.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

A. The following Conditions apply to Coverages A and B:

1. Assignment.

Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

2. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligation under this policy.

3. Cancellation.

- a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to you, the "Contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.
- c. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- d. If this policy is canceled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes.

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Inspections and Surveys.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes, or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

6. Other Insurance.

The insurance afforded by this policy is:

- a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated Contractor for the same operation and "job location"; and
- b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium and Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Contract costs, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.
- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the Contractor designated in the Declarations. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the Contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair

them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of this nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage A only:

1. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. Duties In The Event Of Occurrence, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the occurrence took place; and
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the occurrence.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense; other than for first aid, without our consent.

3. Separation of Insureds.

Except with respect to the Limits of Insurance this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage B only:

1. Appraisal.

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within sixty (60) days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

2. No Benefit to Bailee.

No person or organization, other than you, having custody of the property will benefit from this insurance.

3. Insured's Duties In The Event of A Loss.

You must:

- a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request;
- b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we requested to settle the loss and, at our request, make available the damaged property for examination.

4. Legal Action Against Us.

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. Payment of Loss.

We may pay for the loss in money but there can be no abandonment of any property to us.

SECTION V - DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "Contractor" but does not include you.
3. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.
4. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.
5. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.
6. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
7. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
8. "Work" means work or operations performed by the "Contractor" including materials, parts or equipment furnished in connection with the work or operations.
9. "Your designated employee" means:
 - a. Any supervisory employee of yours at the "job location";

- b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "Contractor"; or
- c. Any employee of yours not described in a. or b. above who is specifically loaned or assigned to the work of the "Contractor" for the prevention of accidents or protection of property.

IN WITNESS WHEREOF, the _____ Indemnity Company has caused this policy to be signed by its president and a secretary at _____ and countersigned on the Declarations page by a duly authorized agent of the Company.

(FACSIMILE OF SIGNATURE)

(FACSIMILE OF SIGNATURE)

Secretary

President

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

NOTICE OF CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The Change Condition is replaced by the following:

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy, and by mailing or delivering to you, the "Contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of change at least 60 days before the effective date of change.

OTHER TERMS

All other terms of your policy remain the same.

Name of Insured: PORTLAND AND WESTERN RAILROAD, INC.

Policy Number _____ Effective Date: _____ Processing Date: _____

Expiration Date: _____

Counter Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Paragraph 3.(a) of Exclusion f. of COVERAGE A (Section I) is replaced by the following:

- (a) If the pollutants, other than fuels or lubricants for equipment used at the "job location" are brought on or to the "job location" in connection with such operations; or

OTHER TERMS

All other terms of your policy remain the same.

Name of Insured: PORTLAND AND WESTERN RAILROAD, INC.

Policy Number _____ Effective Date: _____ Processing Date: _____

Expiration Date: _____

Counter Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

LIMITED SEEPAGE, POLLUTION AND
CONTAMINATION COVERAGE ENDORSEMENT

In consideration of the premium charged it is understood and agreed that Exclusion f. of this Policy shall not apply to the liability of the insured, resulting from seepage and or pollution and or contamination caused solely by:

- a) a unintended fire, lightning or explosion; or
- b) a collision or overturning of a road vehicle; or
- c) a collision or overturning or derailment of a train.

Notwithstanding the foregoing it is agreed that the coverage provided by this Endorsement shall not apply to:

- 1. loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operations of the insured, and or removal of loss of or damage to sub-surface oil, gas or any other substance;
- 2. any site or location used in whole or in part for the handling, processing, treatment, storage, disposal, or dumping of any waste materials or substance;
- 3. the cost of evaluating and/or monitoring and/or controlling seeping and/or polluting and/or contaminating substances;
- 4. the cost of removing and/or nullifying and/or cleaning up seeping and/or polluting and/or contaminating substances on property at any time owned and/or leased and/or rented by the insured and/or under the control of the insured.

OTHER TERMS

All other terms of your policy remain the same.

Name of Insured: PORTLAND AND WESTERN RAILROAD, INC.

Policy Number _____ Effective Date: _____ Processing Date: _____

Expiration Date: _____

Counter Signature: _____

Railroad File: _____

CERTIFICATE OF INSURANCE

This is to certify to:

(1) PORTLAND AND WESTERN RAILROAD, INC.
110 W. 10th Ave.
Albany, OR 97321

(2) and to the following Railroad Company(s)

that such insurance as is afforded by the policy or policies described below for bodily injury liability and property damage liability is in full force and effect as of the date of this certificate and covers the following contractor as a named insured with respect to liability for damages arising out of operations performed by or for the named insured in connection with the contract or work described below.

1. Named Insured and Address:

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

2. Description of Work

Contract No. _____

3.

Coverages	Policy Expiration Date	Limits of Liability Each Occurrence	Aggregate
Contractor's Bodily Injury Liability and Property Damage Liability			
Umbrella or Excess Liability			

All of the coverages include coverage for the completed operations hazard and X, C and U exposures.

Name of Insurance Company by Coverage

<u>Coverages</u>	<u>Company</u>	<u>Policy Number</u>
Bodily Injury Liability		
Property Damage Liability		
Umbrella or Excess Liability		

4. The policy or policies described above will not be amended, altered, modified or cancelled until thirty (30) days after written notice thereof has been given by registered mail to (1) City of Newberg, 414 E. 1st Street, Newberg, OR 97132, and (2) the Railroad(s) named as certificate holder in this certificate.

Certificate Date:

For _____
Insurance Company

By _____
Authorized Agent or Representative

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

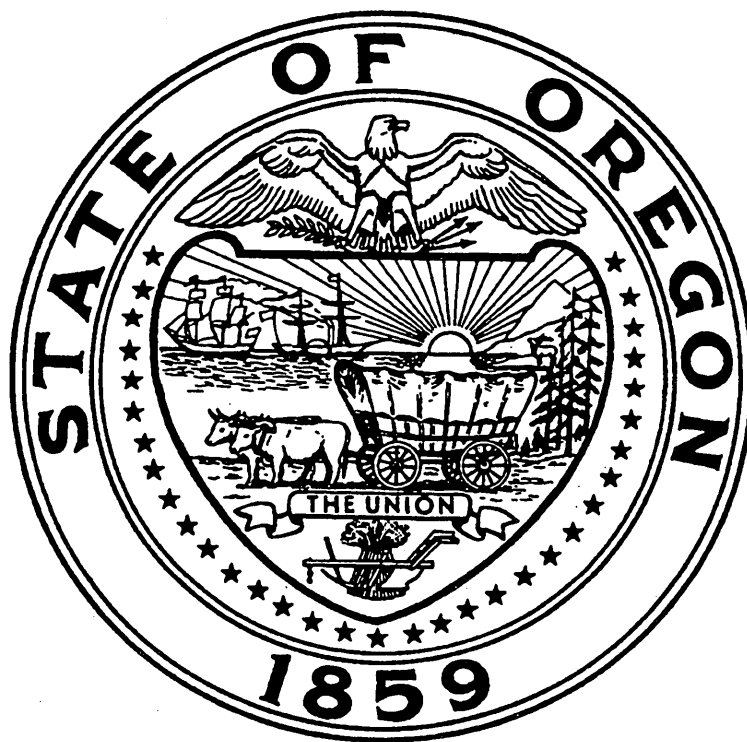
1. Accident City/St. _____ Date: _____ Time: _____
2. County: _____ 3. Temperature: _____ 4. Weather _____
(if non Railroad location)
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St: _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
(e.g. (a) Laceration (b) Hand)
10. Description of Accident (To include location, action, result etc.):

11. Treatment:
☐ First Aid Only
☐ Required Medical Treatment
☐ Other Medical Treatment
12. Dr. Name _____ 13. Date: _____
14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____
17. Diagnosis: _____

**CITY OF NEWBERG
VILLA ROAD
P&W RAILROAD TRESTLE MODIFICATIONS**

PREVAILING WAGE RATES

PREVAILING WAGE RATES
for
Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

Jack Roberts
Commissioner
Bureau of Labor and Industries

Effective July 1, 1998

JACK ROBERTS
COMMISSIONER



SUITE 1045
800 NE OREGON, # 32
PORTLAND, OREGON 97232

BUREAU OF LABOR AND INDUSTRIES

July 1, 1998

Under Oregon law, the Commissioner of the Bureau of Labor and Industries publishes the state's prevailing wage rates twice annually, in January and July, with quarterly updates in April and October. The rates are determined using a statewide construction industry wage survey of occupations and crafts performing commercial, heavy and highway construction in 14 specific geographic regions of the state. The survey used to determine the 1998 rates reviewed 1.2 million hours of work in 112 craft occupations during a single construction week in 1997. The 1998 survey will be conducted in late August, 1998 by the Oregon Employment Department under the direction of the Bureau of Labor and Industries and used to determine the 1999 rates.

Prevailing wage rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of all public works, unless specifically exempted by state law. Copies of these rates must be incorporated into all bid specifications when the advertisement for such public works contracts is issued. A provision that prevailing wage rates must be paid must also appear 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.

Legislative changes in the state's prevailing wage rate law are highlighted on page 7 of this publication.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Coordinator in Portland (503-731-4074). If you have any questions about the manner in which the prevailing wage rates are enforced, contact the Wage and Hour Division in Portland (503-731-4074), or any of the bureau's field offices.

JACK ROBERTS
Commissioner
Bureau of Labor & Industries

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July 1, 1998

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The Appendix section is to be used only for regions/trades specified in pages 11 through 52. Refer to pages 11 through 52 before using rates in this section.

A list of debarred contractors and all forms necessary to comply with ORS 279.348 through ORS 279.375 may be found in the back of this booklet.

Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATE FORMAT

Pursuant to ORS 279.348 to ORS 279.380, the prevailing wage rates contained in this booklet 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)731-4074

The first copy is free. Additional copies are available for \$2.00 each. All of the information in this booklet can be accessed and printed from the Internet at: www.boli.st.or.us

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 not 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	(541) 388-6330
Eugene	(541) 686-7623
Medford	(541) 776-6270
Portland	(503) 731-4074
Salem	(503) 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 (503) 731-4072. The apprentice or trainee must receive 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 to be paid shall be determined by the appropriate apprenticeship or training committee.

In addition, apprentices and trainees must receive not less than the fringe benefits paid to the majority of such apprentices and trainees in the same trade or occupation as determined by the commissioner. If there is no majority in the same trade or occupation as determined by the commissioner, apprentices and trainees must be paid the full amount of the fringe benefits.

Zone Pay

In certain trades listed in the Appendix of this publication, 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

GENERAL INFORMATION (CONTINUED)

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, must be included in the basic hourly wage upon which overtime is computed. Zone pay is required only as indicated for those occupations and regions listed in the Appendix of this publication.

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). All contracts and all contract specifications for a public work are required to include a provision stating that the fee shall be paid to the Bureau of Labor.

NOTE: If a public agency fails to include a provision that a contractor and any subcontractor shall comply with ORS 279.350 in the advertisement for bids, the request for bids, the contract specifications, the accepted bid or elsewhere in the contract documents, the liability of the public agency for unpaid wages shall be joint and several with any contractor or subcontractor that had notice of the requirement to comply.

Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. The term "fringe benefits" refers to 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) 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 as wages on regularly scheduled paydays, or to a third party administering a fringe benefit program, so long as contributions are made on a regular basis and not less often than quarterly. 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

Senate Bill 234 was signed into law by the governor and became effective on June 9, 1997. It applies to contracts entered into on or after June 9, 1997. This legislation revised the provisions of ORS 279.334 regarding payment of overtime for work performed on a public works project. The new law requires the payment of overtime for work performed in excess of 8 hours in a day or 40 hours in any one week when the work schedule is five consecutive days, Monday through Friday, or after 10 hours in a day or 40 hours per week if the employer adopts a work schedule of four consecutive days, Monday through Thursday or Tuesday through Friday. Note that there is no provision for "make-up" days in the new regulations. Employers who schedule workers for a fifth consecutive day to make up a missed work day during the four-day work schedule must pay workers daily overtime after 8 hours of work per day for that week.

SB 234 also requires employers to give written notice to employees who perform work on public works contracts either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

GENERAL INFORMATION (CONTINUED)

Overtime is calculated at not 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.

Contractors who violate the requirements of the law are liable to the employees affected in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. Additionally, if the violation resulted from willful falsification of payroll records, the contractor shall be liable to the employees affected in the amount of their overtime wages and in an additional amount equal to twice the unpaid overtime wages as liquidated damages.

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. Form WH-38 and instructions for completing it are included in this booklet. 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 the public contracting agency. The payroll information must be kept by the contractor and or subcontractor for three years.

Required Forms

All forms required by the Prevailing Wage Rate law are printed in their entirety in the back of this booklet.

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 \$25,000 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. This does not include owner-operators of any other type of equipment such as bulldozers, scrapers, backhoes, cranes, drilling rigs, or welding machines.

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 (503) 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 - 279.380). 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 (503) 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. If you need residential construction rates, or if you have questions about how to classify workers, contact the Prevailing Wage Rate Coordinator at (503) 731-4074.

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 changes.

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 (see list of offices on page 1), or contact the Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon St. # 32, Portland, Oregon 97232 (503) 731-4074). 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). Also, the law now provides for a civil penalty of up to \$5,000 for any violations of the prevailing wage rate laws, including ORS 279.348 to 279.380 and the prevailing wage rate administrative rules pursuant to those statutes. Contracting agencies 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 subcontractor have a right of action against the surety of the prime contractor for any unpaid prevailing wages.

A list is maintained 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, ORS 279.073 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 (503) 731-4072. The apprentice must receive 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 to be paid shall be determined by the appropriate apprenticeship or training committee.

In addition, apprentices and trainees must receive not less than the fringe benefits paid to the majority of such apprentices and trainees in the same trade or occupation as determined by the commissioner. If there is no majority in the same trade or occupation as determined by the commissioner, apprentices and trainees must be paid the full amount of the fringe benefits.

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

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

Contractors must also keep records necessary to show that any required prevailing wage fees have been paid. These records include receipts, contract documents showing the contract price, and change orders. These records need to be maintained for two years.

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 839-016-0008[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 279.380). Civil Penalties may be assessed for failure to file this Notice.

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 wages, charging the payment against funds due or to become due to the contractor.

LEGISLATIVE CHANGES

The following is a synopsis of recent legislative changes affecting most public agencies which award contracts for public works projects and the contractors working on those projects:

1995 Legislation

The threshold for Prevailing Wage Rate (PWR) projects increased to \$25,000

Contractors receiving public works contracts are required to pay a fee equal to one-tenth of one percent of the total contract price of the project

Contracts and contract specifications must contain a provision stating that the fee shall be paid to the bureau

Contractors are no longer required to submit copies of their certified payroll statements to the Bureau of Labor and Industries. (They are, however, still required to provide these reports to the contracting agency.)

Public contracting agencies may not divide projects to avoid compliance with the PWR law

Civil penalties of up to \$5,000 may be assessed for any violation of the PWR law or administrative rules

1997 Legislation

The estimated project cost threshold requiring public agencies to prepare plans, specifications and cost accountings for projects demonstrating that the public improvement is being constructed at the least cost to the public agency and requiring advertisement for bids in at least one trade newspaper of general statewide circulation increased from \$50,000 to \$125,000

The liability of public agencies for unpaid prevailing wages was amended to be joint and several with any contractor or subcontractor that had notice to comply with the PWR law when the agency fails to include in the advertisement for bids, request for bids, contract specifications, accepted bid, or elsewhere in the contract documents a statement requiring payment of at least the prevailing rate of wage

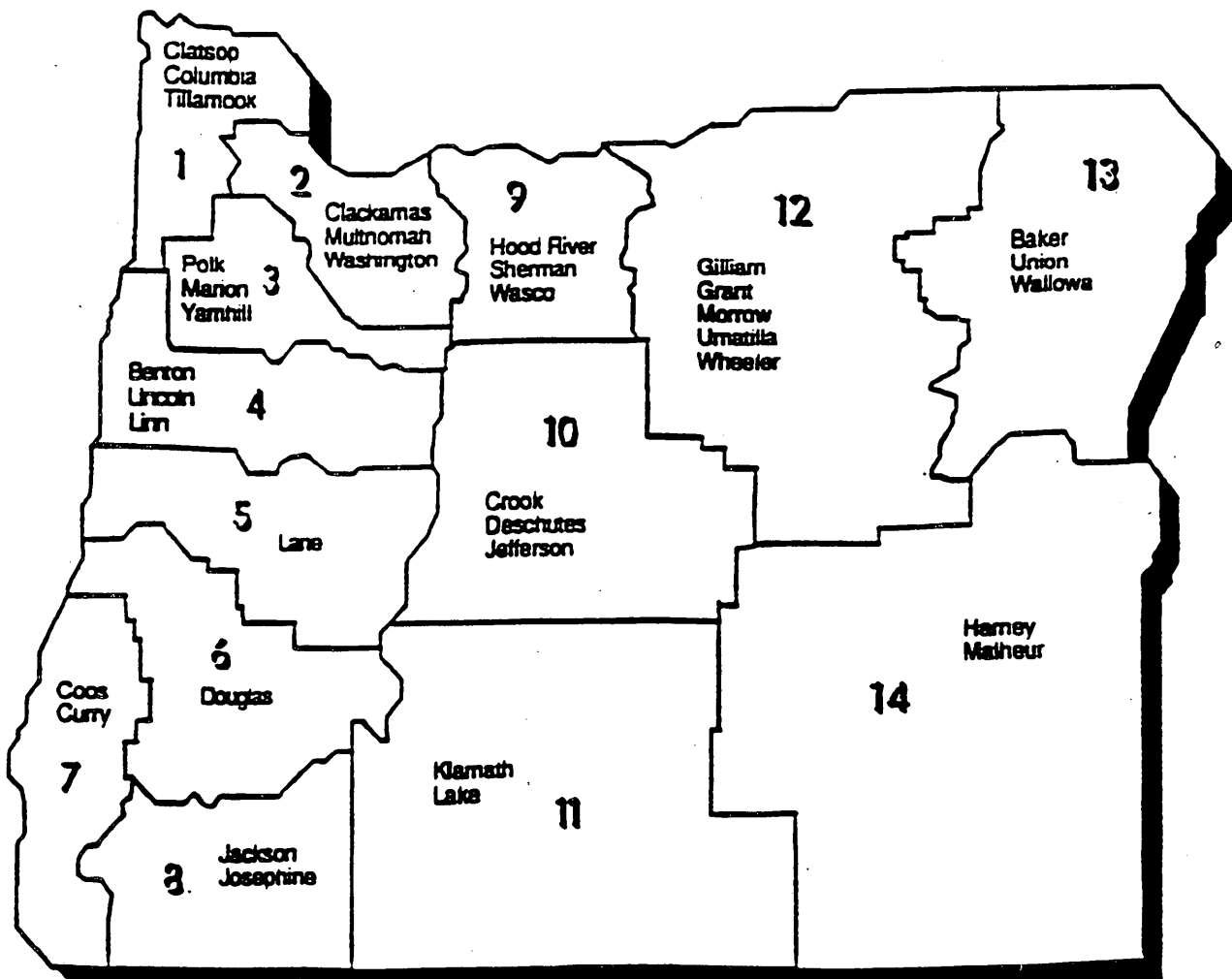
The provisions relating to overtime pay were revised to allow contractors who have adopted work schedules of four consecutive days (Monday through Thursday or Tuesday through Friday) to pay daily overtime after 10 hours/day are worked. (Contractors who have not adopted four-day work schedules must continue to pay overtime after eight hours in a day are worked. The requirement to pay overtime for work performed on Saturdays, Sundays, and other legal holidays was retained.

Written notice is required to be given by employers to employees who work on public contracts of the number of hours per day and days per week that employees may be required to work

Contractors who willfully falsify payroll records to avoid the payment of overtime required by law are liable to the employees affected in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages

PREVAILING WAGE RATE

REGIONS



TYPES OF CONSTRUCTION

In the Occupations by Region section, beginning on Page 11, there are three occupations/trades where the rates are separated by types of construction. When determining which rate is applicable, it is necessary to determine whether the project is "non-residential building," "heavy," or "highway" construction. If more than one of the categories make up 20% or more of the total project cost, separate wage rates must be used for each of the different types of construction. Conversely, if any of the construction categories makes up over 80% of the total cost of the project, that category will define the appropriate wage rate to be applied to the entire project.

NON-RESIDENTIAL BUILDING CONSTRUCTION

Alterations and additions to non-residential bldgs.
Apartment buildings (5 stories or over)
Arenas (enclosed)
Auditoriums
Automobile parking garages
Banks and financial buildings
Barracks
Churches
City halls
Civic centers
Commercial Buildings
Courthouses
Detention facilities
Dormitories
Farm buildings
Fire stations
Hospitals
Hotels
Industrial buildings
Institutional buildings
Mausoleums
Motels

Nursing & convalescent facilities
Office buildings
Out-patient clinics
Passenger & freight terminal
Post office
Power Plants
Prefabricated buildings
Remodeling buildings
Renovating buildings
Repairing buildings
Restaurants
Schools
Service stations
Shopping centers
Stores
Subway stations
Theaters
Warehouses
Water & Sewage treatment plant
(buildings only)

HEAVY CONSTRUCTION

Antenna towers
Bridges (major bridges designed for commercial navigation)
Breakwaters
Caissons (other than building or highway)
Canals
Channels
Channel cut-offs
Chemical complexes or facilities (other than bldgs.)
Cofferdams
Coke ovens

Oil refineries
Pipe lines
Ponds
Pumping stations (prefabricated drop-in units)
Railroad construction
Reservoirs
Revetments
Sewage collection and disposal lines
Sewers (sanitary, storm, etc.)
Shoreline maintenance

HEAVY CONSTRUCTION (continued)

Dams
Dikes
Docks
Drainage projects
Dredging projects
Electrification projects (outdoor)
Flood control projects
Industrial incinerators
Irrigation projects
Jetties
Kilns
Land drainage (not incidental to other construction)
Land reclamation
Levees
Locks, waterways

Storage tanks
Swimming pools (outdoor)
Subways
Tipples
Tunnels
Unsheltered piers and wharves
Viaducts (other than highway)
Water mains
Waterway construction
Water supply lines (not incidental to building)
Water and sewage treatment plants (other than buildings)
Wells

HIGHWAY CONSTRUCTION

Alleys
Airport runways
Bituminous treatments
Bridle paths
Concrete pavement
Curbs
Excavation & embankment (for road construction)
Fencing (highway)
Grade crossing elimination (overpass or underpass)
Guardrails on highway
Highway signs
Highway bridges (overpasses, underpasses, grade separation)
Medians

Parking lots
Parkways
Resurfacing streets and highways
Roadbeds
Roadways
Shoulders
Sidewalks
Stabilizing courses
Storm sewer (incidental to road construction)
Street paving
Surface courses
Taxiways
Trails

PREVAILING WAGE RATES

OCCUPATIONS BY REGIONS

REGION #1
Clatsop, Columbia and Tillamook Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators (Power Equipment Operators)	See Appendix	See Appendix
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators (Power Equipment Operators)	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$18.90	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$18.90	\$5.76
Cement Masons	See Appendix	See Appendix
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending (Power Equipment Operators)	See Appendix	See Appendix
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Asst. Engineer, Asst Mate, Fireman, Oilers, Operators, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$18.90	\$5.76
Drywall Taper (Painters & Drywall Tapers)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95

REGION #1
Clatsop, Columbia and Tillamook Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Fence Erectors, Metal	\$13.45	\$2.79
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	See Appendix	See Appendix
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic (Asbestos Workers)	See Appendix	See Appendix
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators (Power Equipment Operators)	See Appendix	See Appendix
Laborers and Material Movers (Hand); Flaggers; Landscapers Building Heavy Highway	See Appendix See Appendix See Appendix	See Appendix See Appendix See Appendix
Lather (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electrician	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders (Carpenters)	See Appendix	See Appendix
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters (Power Equipment Operators)	See Appendix	See Appendix
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65

REGION #1
Clatsop, Columbia and Tillamook Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons, (Swinging Scaffold, Nozzlemen and All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$14.89	\$2.23
Heavy	\$15.29	\$3.31
Highway	See Appendix	See Appendix
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #2

Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$20.02	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators (Power Equipment Operators)	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenter)	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Ceiling Tile Installer and Acoustical Carpenter (Drywall/Wetwall)	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending (Power Equipment Operators)	See Appendix	See Appendix
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Diver's Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$17.60	\$2.93
Drywall Installer (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Taper (Painters & Drywall Tapers)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$16.84	\$2.83
Heavy	\$19.70	\$4.95
Highway	\$22.02	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #2

Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman	\$19.54	\$5.96
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$18.51	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	See Appendix	See Appendix
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic (Asbestos Workers)	See Appendix	See Appendix
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$19.18	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers Building Heavy Highway	See Appendix See Appendix See Appendix	See Appendix See Appendix See Appendix
Lather (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders (Carpenters)	See Appendix	See Appendix
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters (Power Equipment Operators)	See Appendix	See Appendix
Painter	See Appendix	See Appendix
Pipelayers Sewer Water (Power Equipment Operators)	\$18.05	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, Nozzlemen, All Other Work	See Appendix	See Appendix

REGION #2

Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$15.70	\$2.23
Heavy	\$16.25	\$3.31
Highway	See Appendix	See Appendix
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #3

Polk, Marion and Yamhill Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$19.54	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$17.32	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$22.12	\$6.56
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Ceiling Tile Installer and Acoustical Carpenter (Drywall/Wetwall)	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling) (Power Equipment Operators)	\$14.23	\$2.93
Drywall Installer (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Taper (Painters & Drywall Tapers)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79
Floating Equipment Operator: Crane, Derrick, Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix

REGION #3
Polk, Marion and Yamhill Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	See Appendix	See Appendix
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic (Asbestos Workers)	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$19.13	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$13.70	\$4.93
Heavy	\$15.51	\$5.09
Highway	\$16.45	\$5.96
Lather (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$17.02	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$15.60	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Nozzlemen, Swinging Scaffold, All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix

REGION #3
Polk, Marion and Yamhill Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofers: General Roofing Materials; Irritable Bituminous Materials	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$14.89	\$2.23
Heavy	\$15.29	\$3.31
Highway	\$16.64	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operator)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #4

Benton, Lincoln and Linn Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$19.13	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$17.32	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$20.32	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$20.32	\$5.76
Cement Masons	See Appendix	See Appendix
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$20.32	\$5.76
Drywall Taper (Painters & Drywall Tapers)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #4

Benton, Lincoln and Linn Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	See Appendix	See Appendix
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic (Asbestos Workers)	See Appendix	See Appendix
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$18.85	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$13.70	\$4.93
Heavy	\$15.51	\$5.09
Highway	\$16.45	\$5.96
Lather (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$18.17	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix

REGION #4

Benton, Lincoln and Linn Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	\$19.37	\$5.28
Sweepers (Power Equipment Operators)	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$14.89	\$2.23
Heavy	\$15.29	\$3.31
Highway	\$16.64	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operator)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operator)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #5
Lane County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators (Power Equipment Operators)	See Appendix	See Appendix
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$20.48	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$22.12	\$6.56
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$19.32	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$19.32	\$5.76
Cement Masons	See Appendix	See Appendix
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$19.32	\$5.76
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #5

Lane County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	See Appendix	See Appendix
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$16.94	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$13.67	\$4.93
Heavy	See Appendix	See Appendix
Highway	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Cleaning	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$15.98	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.47	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	See Appendix	See Appendix
Plasterers and Stucco Masons, (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix

REGION #5
Lane County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$14.89	\$2.23
Heavy	\$15.29	\$3.31
Highway	\$16.64	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #6
Douglas County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators (Power Equipment Operators)	See Appendix	See Appendix
Auxiliary Equipment Operators, Power) (Tunnel (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators (Power Equipment Operators)	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$22.12	\$6.56
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$17.06	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$17.06	\$5.76
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$17.06	\$5.76
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators Building Heavy Highway	See Appendix See Appendix See Appendix	See Appendix See Appendix See Appendix

REGION #6
Douglas County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Fence Erectors, Metal	\$13.45	\$2.79
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators (Power Equipment Operators)	See Appendix	See Appendix
Laborers and Material Movers (Hand); Flaggers; Landscapers Building Heavy Highway	See Appendix See Appendix See Appendix	See Appendix See Appendix See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$17.02	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	See Appendix	See Appendix
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix

REGION #6
Douglas County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$13.84	\$2.23
Heavy	\$13.74	\$3.31
Highway	\$16.15	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #7
Coos and Curry Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators (Power Equipment Operators)	See Appendix	See Appendix
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators (Power Equipment Operators)	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$22.12	\$6.56
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$16.57	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$16.57	\$5.76
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$16.57	\$5.76
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators Building Heavy Highway	See Appendix See Appendix See Appendix	See Appendix See Appendix See Appendix

REGION #7
Coos and Curry Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Fence Erectors, Metal	\$13.45	\$2.79
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators (Power Equipment Operators)	See Appendix	See Appendix
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$13.70	\$4.93
Heavy	\$15.51	\$5.09
Highway	\$16.45	\$5.96
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	\$18.65	\$8.77
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$17.02	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	See Appendix	See Appendix
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix

REGION #7
Coos and Curry Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	\$17.46	\$5.12
Sheet Metal Duct Installers; Sheet Metal Workers	\$15.90	\$6.67
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$13.84	\$2.23
Heavy	\$13.74	\$3.31
Highway	\$16.15	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #8
Jackson and Josephine Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators (Power Equipment Operators)	See Appendix	See Appendix
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$17.32	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$22.12	\$6.56
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$17.95	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$17.95	\$5.76
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$17.95	\$5.76
Drywall Taper (Painters & Drywall Tapers)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #8

Jackson and Josephine Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators (Power Equipment Operators)	See Appendix	See Appendix
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$12.84	\$4.93
Heavy	\$15.51	\$5.09
Highway	See Appendix	See Appendix
Lather (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	\$18.65	\$8.77
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$17.02	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix

REGION #8
Jackson and Josephine Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	\$17.46	\$5.12
Sheet Metal Duct Installers; Sheet Metal Workers	\$15.90	\$6.67
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$13.84	\$2.23
Heavy	\$13.74	\$3.31
Highway	\$16.15	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operator)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operator)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #9
Hood River, Sherman and Wasco Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$19.67	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$17.32	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$22.12	\$6.56
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$21.91	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$21.91	\$5.76
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$21.91	\$5.76
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #9
Hood River, Sherman and Wasco Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$16.94	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers Building Heavy Highway	\$13.70 \$15.51 See Appendix	\$4.93 \$5.09 See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders (Carpenters)	See Appendix	See Appendix
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix

REGION #9

Hood River, Sherman and Wasco Counties

Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofers: General Roofing Materials; Irritable Bituminous Materials	\$17.46	\$5.12
Sheet Metal Duct Installers; Sheet Metal Workers	\$15.90	\$6.67
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer Building Heavy Highway	See Appendix See Appendix See Appendix	See Appendix See Appendix See Appendix
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #10
Crook, Deschutes and Jefferson Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$19.67	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$17.32	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$22.12	\$6.56
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$19.61	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$19.61	\$5.76
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$19.61	\$5.76
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #10

Crook, Deschutes and Jefferson Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$16.94	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$13.70	\$4.93
Heavy	\$15.51	\$5.09
Highway	\$16.45	\$5.96
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	\$18.65	\$8.77
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$17.02	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$10.28	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix

REGION #10

Crook, Deschutes and Jefferson Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofers: General Roofing Materials; Irritable Bituminous Materials	\$17.46	\$5.12
Sheet Metal Duct Installers; Sheet Metal Workers	\$15.90	\$6.67
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$11.13	\$2.23
Heavy	\$12.22	\$3.31
Highway	\$12.98	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #11
Klamath and Lake Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$19.67	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$17.32	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$22.12	\$6.56
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$16.97	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$16.97	\$5.76
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$16.97	\$5.76
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #11

Klamath and Lake Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$16.94	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$13.70	\$4.93
Heavy	\$15.51	\$5.09
Highway	\$16.45	\$5.96
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	\$18.65	\$8.77
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$17.02	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlement, All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix

REGION #11
Klamath and Lake Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofers: General Roofing Materials; Irritable Bituminous Materials	\$17.46	\$5.12
Sheet Metal Duct Installers; Sheet Metal Workers	\$15.90	\$6.67
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$13.84	\$2.23
Heavy	\$13.74	\$3.31
Highway	\$16.15	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$19.67	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators (Power Equipment Operators)	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Ceiling Tile Installer and Acoustical Carpenter (Drywall/Wetwall)	See Appendix	See Appendix
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic (Asbestos Workers)	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$16.94	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	See Appendix	See Appendix
Heavy	\$14.15	\$5.09
Highway	\$19.66	\$5.96
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders (Carpenters)	See Appendix	See Appendix
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	\$17.46	\$5.12
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$13.84	\$2.23
Heavy	\$13.74	\$3.31
Highway	\$16.15	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #13

Baker, Union and Wallowa Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$19.67	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$17.32	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$20.54	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$20.54	\$5.76
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$20.54	\$5.76
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #13

Baker, Union and Wallowa Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic (Asbestos Workers)	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$16.94	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$13.70	\$4.93
Heavy	\$15.51	\$5.09
Highway	\$16.45	\$5.96
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$17.02	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix

REGION #13

Baker, Union and Wallowa Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	\$17.46	\$5.12
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$13.84	\$2.23
Heavy	\$13.74	\$3.31
Highway	\$16.15	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

REGION #14
Harney and Malheur Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	\$20.88	\$6.31
Asphalt; Compactors; Concrete; Surfacing (Base) Material: Paving, Surfacing, and Tamping Equipment Operators	\$19.67	\$5.73
Auxiliary Equipment Operators, Power (Tunnel) (Power Equipment Operators)	See Appendix	See Appendix
Blade; Bulldozer; Tractor-Rubber Tired: Grader, Bulldozer and Scraper Operators	\$17.32	\$5.44
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Bridge, Dock and Wharf Builders; Piledriverman; Marine Piledriver; Boom Men (Carpenters)	See Appendix	See Appendix
Carpenters: Form Stripper; Non-irritating Insulation; Cabinet and Shelving Installers (wood or steel); Floor Layers, Floor Finishers; Stationary Power Saw Operators; Wall and Ceiling Insulators, Irritating Insulation	\$20.44	\$5.76
Ceiling Tile Installer and Acoustical Carpenter	\$20.44	\$5.76
Cement Masons: finishing, hand chipping etc., composition workers, working on a scaffold	\$18.19	\$7.50
Compressors; Generators; Auxiliary Equipment; Crusher; Crushing, Grinding, Mixing and Blending	\$16.86	\$4.65
Conveyor Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Cranes: Hydraulic, Tower/Whirley, Lattice Boom: Crane and Tower Operators (Power Equipment Operators)	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Oiler, Operator, Asst. Engineer, Asst. Mate, Fireman, Tenderman)	See Appendix	See Appendix
Drilling: Earth Drillers (excludes Oil and Gas Drilling)	\$14.23	\$2.93
Drywall Installer	\$20.44	\$5.76
Drywall Taper; Lather	\$19.04	\$6.17
Electrician	See Appendix	See Appendix
Elevator Construction, Installers and Mechanics	See Appendix	See Appendix
Excavating and Loading Machine Operators; Dragline Operators		
Building	\$14.22	\$2.83
Heavy	\$16.84	\$4.95
Highway	\$19.95	\$5.95
Fence Erectors, Metal	\$13.45	\$2.79

REGION #14
Harney and Malheur Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Floating Equipment Operator: Crane, Derrick Barge, Floating Clamshell, Deckhand, Boatman, Fireman (Power Equipment Operators)	See Appendix	See Appendix
Floor Covering Layers (soft tile and linoleum) (Soft Floor Layers)	See Appendix	See Appendix
Floor Covering Layers (carpet)	\$13.10	\$4.09
Fork Lift: Industrial Truck and Tractor Operators (Power Equipment Operators)	See Appendix	See Appendix
Glaziers	\$16.04	\$5.83
Guardrail Equipment: Guardrail Installers (Power Equipment Operators)	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic (Asbestos Workers)	\$20.88	\$6.31
Highway and Parking Stripers	See Appendix	See Appendix
Hydraulic Hoes: Loaders; Trenching Machine: Excavating and Loading Machine Operators	\$16.94	\$4.84
Laborers and Material Movers (Hand); Flaggers; Landscapers		
Building	\$13.70	\$4.93
Heavy	\$15.51	\$5.09
Highway	\$16.45	\$5.96
Limited Energy Electricians	See Appendix	See Appendix
Line Construction (Cable Splicer, Groundman, Head Groundman, Jackhammer Man, Line Equipment Man, Lineman Welder (Certified), Powderman, Tree Trimmer)	See Appendix	See Appendix
Logging Tractor Operators/Site Clearing	\$12.74	\$1.07
Marble Setters	See Appendix	See Appendix
Metal Workers, Reinforcing; Metal Workers Structural (Ironworkers)	\$18.65	\$8.77
Millwrights; Machine Erectors; Machinists; Millwright/Welders	\$17.02	\$4.13
Oilers: Machinery Maintenance Workers; Construction Site Parts Man, Tool Room; Machinery Maintenance Mechanics; Welders and Cutters	\$15.27	\$4.70
Painter: Brush, Roller, Machine (spray and sandblasting)	\$14.94	\$2.65
Pipelayers Sewer Water (Power Equipment Operators)	\$17.48	\$4.93
Plasterers and Stucco Masons (Swinging Scaffold, Nozzlemen, All Other Work)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters	See Appendix	See Appendix

REGION #14
Harney and Malheur Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Pump Operators (Power Equipment Operators)	See Appendix	See Appendix
Roofers: General Roofing Materials; Irritable Bituminous Materials	\$17.46	\$5.12
Sheet Metal Duct Installers; Sheet Metal Workers	\$15.90	\$6.67
Sprinkler Fitters	\$19.37	\$5.28
Sweepers	\$12.37	\$2.11
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile and Marble Finisher	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer		
Building	\$13.84	\$2.23
Heavy	\$13.74	\$3.31
Highway	\$16.15	\$4.51
Tunnel Boring Machine Operator, Earth Driller (Power Equipment Operators)	See Appendix	See Appendix
Underwater Equipment Operator (Power Equipment Operators)	See Appendix	See Appendix
Welding Machine Operators and Tenders (Power Equipment Operators)	See Appendix	See Appendix
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

APPENDIX

THE APPENDIX SECTION IS TO BE USED ONLY FOR REGIONS/TRADES SPECIFIED IN PAGES 11 THROUGH 52. REFER TO PAGES 11 THROUGH 52 BEFORE USING RATES IN THIS SECTION

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OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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ASBESTOS WORKERS

Installation of insulation on mechanical systems for Thermal and Acoustical purposes, also the installation of fire stop penetrations on Electrical and Mechanical Systems.

Journeyman Asbestos Worker	25.16	6.50
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Removal of regulated material on mechanical systems*which are not going to be scrapped.**

o Hazardous Materials Handler Mechanic	13.75	3.50
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* Mechanical systems include pipes, boilers, ducts,flues, breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.

** The removal of all regulated materials from mechanical systems is exclusively the work of Hazardous Materials Handlers, unless the mechanical systems are going to be scrapped. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non mechanical(walls,ceilings,floors,beams etc.) insulation. They also do loading of any regulated material after it has been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of regulated materials are classified as Group 3 Laborers.

NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by either E.P.A., O.S.H.A., DEQ or Federal O.S.H.A.

<u>BOILERMAKERS</u>	24.07	9.56
o Pressure Welder	25.07	9.56

BRICKLAYERS/STONEMASONS

THIS TRADE IS TENDED BY "TENDERS TO MASONS"

Area 1	24.19	7.43
(add \$0.75 per hour to Fringe for Refractory repair work.)		

Area 2	22.95	7.10
(add \$0.75 per hour to Fringe for Refractory repair work.)		

Area 1

Baker	Lincoln (a)	Umatilla
Benton (a)	Linn (a)	Union
Clackamas	Malheur (a)	Wallowa
Clatsop	Morrow	Washington
Columbia	Multnomah	
Gilliam	Tillamook	

Area 2

Benton (b)	Linn (b)
Grant	Malheur (b)
Harney	Wheeler
Lincoln (b)	

a) North half
b) South half

CARPENTERS

Zone 1 (Base Rate):

o Group 1	23.27	7.42
o Group 2	23.42	7.42
o Group 3	23.77	7.42
o Group 4	23.92	7.42
o Group 5	23.77	7.42
o Group 6	23.92	7.42
o Group 7	24.27	7.42

Zone Differential for Carpenters
(Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS (Continued)

Zone Differential for Carpenters (Continued)

Zone 5	2.00
Zone 6	3.00
Zone 7	5.00

- 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 but less than 100.
- Zone 7: More than 100 miles from the city hall of the employee's home local.

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, whichever is closer.

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

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

1. For those workers who reside within zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the city hall of that city to the project site.

CARPENTERS (Continued)

2. For those workers who reside nearer to the project than is the city hall of any reference city below, the mileage from their residence to the project may be used in computing their zone pay differential.

3. The zone pay differential for all other projects shall be computed from the city hall of Longview, North Bend, or Portland, whichever is closer to the project.

Reference Cities for Groups 5, 6 and 7

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

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

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
CEMENT MASONS			DIVERS & DIVERS' TENDERS		
THIS TRADE IS TENDED BY "CONCRETE LABORERS"			o Divers 55.98 7.42		
Zone 1 (Base Rate)			o Divers' Tenders 25.54 7.42		
o Group 1 22.81 7.00			Depth Pay and Enclosure Pay are added to the		
o Group 2 23.22 7.00			Divers' Basic Hourly Rate to obtain the Total		
o Group 3 23.22 7.00			Hourly Rate for the diver.		
o Group 4 23.64 7.00			Basic Hourly Rate + Depth Pay + Hourly Enclosure Pay = Divers' Total Hourly Pay		
<u>Group 1</u> 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.			o Divers' Depth Pay		
<u>Group 2</u> Composition Workers (includes installation of epoxy & other resinous toppings), and Power Machine Operators.			<u>Depth of Dive</u> <u>Hourly Depth Pay</u>		
<u>Group 3</u> Cement masons working on suspended, swinging and/or hanging scaffold.			50-100 ft ([total ft- 50] x \$1.00)/hr.		
<u>Group 4</u> Cement Masons performing work of both Group 2 and Group 3 at the same time.			100-150 ft \$. 50 + ([total ft-100] x \$1.50)/hr.		
Zone Differential for Cement Masons (Add to Zone 1 Rate)			150-200 ft \$125 + ([total ft-150] x \$2.00)/hr.		
Zone 2 .65			o Divers' Enclosure Pay(working without vertical escape)		
Zone 3 1.15			<u>In the Enclosure</u> <u>Distance Travelled</u> <u>Hourly Enclosure Pay</u>		
Zone 4 1.70			5 - 50 ft \$.50/hr		
Zone 5 2.75			50 - 100 ft \$.63/hr		
<u>Zone 1:</u> Projects within 30 miles of City Hall in the cities listed below.			100 - 150 ft \$ 2.13/hr		
<u>Zone 2:</u> More than 30 miles but less than 40 miles.			150 - 200 ft \$ 4.63/hr		
<u>Zone 3:</u> More than 40 miles but less than 50 miles.			200 - 300 ft \$ 4.63 + ([total ft-200]x \$.05)/hr		
<u>Zone 4:</u> More than 50 miles but less than 80 miles.			300 - 450 ft \$ 9.63 + ([total ft-300]x \$.10)/hr		
<u>Zone 5:</u> More than 80 miles.			450 - 600 ft \$24.63 + ([total ft-450]x \$.20)/hr		
<u>Cities</u>			DREDGING		
Corvallis Portland Longview			Zone 1 (Base Rate):		
Eugene Salem Vancouver			o Leverman (Hydraulic, Dipper, Floating Clamshell) 27.45 7.25		
			o Asst. Engineer (including: WatchEngineer, Welder, Mechanic, Machinist) 26.62 7.25		
			o Tenderman (Boatman, Attending Dredge Plant); Fireman 26.01 7.25		
			o Fill Equipment Operator 25.47 7.25		
			o Assistant Mate (Deckhand); Oiler 23.78 7.25		

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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DREDGING (Continued)

Zone Differential for Dredging
(Add to Zone 1 Rate)

Zone 2	2.00
Zone 3	3.00

Zone 1: Center of job site not more than 30 miles
from the City Hall of Portland

Zone 2: More than 30 miles but not more than 50

Zone 3: Over 50 miles

DRYWALL/WETWALL

o Drywall (Accoustical and Drywall Applicator)	21.58	7.02
o Wetwall (Lather)	20.56	8.04

ELECTRICIANS

Area 1:

o Electricians	20.87	5.84
o Cable Splicers	22.96	5.93

Area 2:

o Electricians	26.20	7.62
o Cable Splicers	27.51	7.66

Area 3:

24.30	8.48
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Area 4:

o Electricians	27.02	7.01
o Cable Splicers	29.72	7.09

Area 5:

o Electricians	26.50	9.75
o Cable Splicers	26.75	9.75

Area 6:

o Electricians	24.04	7.47
o Cable Splicers	24.04	7.47

ELECTRICIANS (Continued)

<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u>	<u>Area 3</u>
Malheur	Baker	Umatilla	Coos
	Gilliam	Union	Curry
	Grant	Wallowa	Lincoln
	Morrow	Wheeler	Douglas(a)
			Lane (a)

<u>Area 4</u>	<u>Area 5</u>	<u>Area 5(cont)</u>	<u>Area 6</u>
Benton	Clackamas	Washington	Harney
Crook	Clatsop	Yamhill (d)	Jackson
Deschutes	Columbia		Josephine
Jefferson	Hood River		Klamath
Lane (b)	Multnomah		Lake
Linn	Sherman		Douglas (b)
Marion	Tillamook		
Polk	Wasco		
Yamhill(c)			

a) Those portions lying west of a line running North
and South from the NE corner of Coos County to the
SE corner of Lincoln County

b) That portion lying east of a line running North
and South from the NE corner of Coos County to
the SE corner of Lincoln County

c) South half

d) North half

ELEVATOR CONSTRUCTORS

Area 1

o Mechanic	29.02	7.19 + a
o Helper	20.31	6.96 + a
o Probationary Helper	14.51	.39

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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ELEVATOR CONSTRUCTORS (Continued)

Area 2

o Mechanic	29.19	7.20 + a
o Helper	20.43	6.96 + a
o Probationary Helper	14.59	.39

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.

Area 1

Area 2

Umatilla	All
Wallowa	Remaining
Union	Counties
Baker	

<u>GLAZIERS</u>	23.87	5.51
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(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)

Benton	Lane	Multnomah
Clackamas	Lincoln	Polk
Clatsop	Linn	Tillamook
Columbia	Marion	Washington
		Yamhill

<u>HIGHWAY / PARKING STRIPERS</u>	19.85	4.09
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<u>IRONWORKERS</u>	23.00	10.02
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- o Structural, Reinforcing, Ornamental, Riggers, Signal Men

LABORERS

Zone 1 (Base Rate):

o Group 1	19.54	7.05
o Group 2	19.94	7.05
o Group 3	20.28	7.05
o Group 4	20.56	7.05
o Group 5	17.45	7.05

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 731-4074.

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

Astoria	Hermiston	Portland
Eugene	Medford	Roseburg
Grants Pass	Pendleton	The Dalles

Group 1

Asphalt Plant Laborers	Guardrail, Median
Asphalt Spreaders	Rail (c)
Batch Weighman	Landscape or Planting
Broomers	Laborer
Brush Burners/Cutters	Leverman or Aggregate
Carpenter Tender	Spreader (d)
Car & Truck Loaders	Loading Spotter

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
LABORERS (Continued)			LABORERS (Continued)		
<u>Group 1</u> (Continued)			<u>Group 2</u> (Continued)		
Change-House Man	Material Yard Man (e)		Demolition/Wrecking (e)	Vibrating Screed	
Chipper Operator (a)	Powderman Assistant		Gunnite Nozzleman Tender		
Choke Setter	Railroad Track Laborers		a) Including Pot Tender for same, applying		
Clean-up Laborers ***	Ribbon Setters (f)		protective material by hand or nozzle on utility		
Curing, concrete	Rip Rap Man (Hand Placed)		lines or storage tanks on project		
Demolition, wrecking	Road Pump Tender and		b) Power saw		
(industrial)***	moving		c) And similar types of spreaders		
Driller Assistant	Sewer Laborer		d) Concrete, rock, etc.		
Dry-shack Man	Signalman		e) Charred Materials		
Dumpers, road oiling	Skipman		f) Of all materials of an irritating nature including		
crew	Slopers		cement and lime		
Dumpmen for grading	Sprayman		g) Includes, but not limited to: Dry Pack		
crew	Stake Chaser		Machine,		
Elevator Feeders	Stockpiler		Jackhammer, Chipping Guns, Paving Breakers		
Fence Builder	Tie Back Shoring				
Fine Graders	Timber Faller/Bucker				
Fire Watch	(Hand Labor)				
Form Strippers (b)	Toolroom Man (Job Site)				
General Laborer ***	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.					
<u>Group 2</u>			<u>Group 3</u>		
Applicators (a)	Guniting or Sandblasting		Asbestos Removal	Power Saw Operators (c)	
Brush Cutters (b)	Pot Tender		Bit Grinder	Sand Blasting (dry)	
Burners	Handlers/Mixers (f)		Concrete Saw Operator	Sewer Timberman	
Choker Splicer	Pipe Doping & Wrapping		Drill Doctor	Track Liners (d)	
Clay Power Spreader(c)	Post Hole Digger, Air,		Drill Operators (a)	Tugger Operator	
Clean up Nozzleman-	gas or electric		Laser Beam (b)	Vibrators(all)	
Green Cutter (d)	Power Tool Operators (g)		Manhole Builder	Water Blaster	
Concrete Laborers	Sand Blasting (wet)		Nippers & Timbermen	Welder	
Concrete Power Buggyman	Stake Setter		Nuclear Plant Worker	Lead Shield	
Crusher Feeder	Tampers				
			a) Air Tracks, Cat Drills, Wagon Drills,		
			Rubber-mounted drills, and other similar		
			types		
			b) Pipe laying, applicable when employee		
			assigned to move, set up, align Laser		
			Beam.		
			c) Bucking and falling		
			d) Anchor Machines, Ballast Regulators,		
			Multiple Tampers, Power Jacks		
			<u>Group 4</u>		
			Asphalt Rakers		
			Concrete Nozzlemen		
			Grade Checker		
			High Scalars, Strippers, Drillers (a)		
			Laser Beam (Tunnel), applicable when employee		
			assigned to move, set up, align laser beam		

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
<u>LABORERS</u> (Continued)			<u>LIMITED ENERGY ELECTRICIANS</u> (Continued)		
<u>Group 4</u> (Continued)					
Loop Installation			Area 6	17.51	4.28
Motorman - Dinky Locomotive			Area 7	17.51	4.28
Pipe Layers (all)			Area 8	17.51	4.28
Powdermen			Area 9	21.10	6.68
Shield Operator			Area 10	17.51	4.28
Tunnel Bull Gang (above ground)			Area 11	17.51	4.28
Tunnel Chuck Tenders			Area 12	20.05	6.55
Tunnel Miners			Area 13	20.05	6.55
Tunnel Muckers/Brakeman/Concrete Crew/Bull Gang (underground)			Area 14	20.05	6.55
Tunnel Powderman					
a) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping			<u>Area 1</u>	Clatsop, Columbia, Tillamook	
			<u>Area 2</u>	Clackamas, Multnomah, Washington, Yamhill (north half)	
			<u>Area 3</u>	Marion, Polk, Yamhill (south half)	
			<u>Area 4</u>	Benton, Lincoln, Linn	
			<u>Area 5</u>	Lane	
			<u>Area 6</u>	Douglas	
			<u>Area 7</u>	Coos, Curry	
			<u>Area 8</u>	Jackson, Josephine	
			<u>Area 9</u>	Hood River, Sherman, Wasco	
			<u>Area 10</u>	Crook, Deschutes, Jefferson	
			<u>Area 11</u>	Klamath, Lake, Harney	
			<u>Area 12</u>	Gilliam, Grant, Morrow, Umatilla, Wheeler	
			<u>Area 13</u>	Baker, Union, Wallowa	
			<u>Area 14</u>	Malheur	
			<u>LINE CONSTRUCTION</u>		
			Area 1:		
			o Group 1	27.72	6.97
			o Group 2	25.00	6.88
			o Group 3	19.39	5.43
			o Group 4	21.54	5.51
			o Group 5	18.81	5.41
			o Group 6	17.66	5.37

<u>LIMITED ENERGY ELECTRICIANS</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):		
Area 1	21.10	6.68
Area 2	21.10	6.68
Area 3	17.51	4.28
Area 4	17.51	4.28
Area 5	17.51	4.28

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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LINE CONSTRUCTION(Continued)

Area 2:

o Cable Splicers	24.81	5.85
o Journeyman Lineman	22.50	5.76
o Line Equip. Mech. (Right-of-way)	19.08	5.61
o Line Equip. Oper.	19.08	5.61
o Groundman	13.96	5.39

Area 1 All counties except Malheur County

Area 2 Malheur County

Group 1

Cable Splicers
Leadman Pole Sprayer

Group 2

Certified Lineman Welder
Heavy Line Equipment Man
Lineman
Pole Sprayer

Group 3

Tree Trimmer

Group 4

Line Equipment Man

Group 6

Head Groundman
Jackhammer Man
Powderman

Group 5

Groundman

MARBLE SETTERS (Includes Granite)

THIS TRADE IS TENDED BY "TILE, TERRAZZO, BRICK MARBLE FINISHERS" PG. 25

Area 1	25.19	7.43
Area 2	23.95	7.10

Area 1

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

MARBLE SETTERS (Includes Granite)(Continued)

Area 2

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

a) North half

b) South half

PAINTERS & DRYWALL TAPERS

o Brush Painting	19.28	3.40
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(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.)

Clackamas
Multnomah
Washington

o Drywall Tapers	22.80	5.83
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Benton	Linn
Clackamas	Marion
Clatsop	Multnomah
Columbia	Polk
Jackson	Tillamook
Josephine	Washington
Lincoln	Yamhill

PLASTERERS

o Nozzleman	23.41	5.86
o Swinging scaffold	22.41	5.86
o all other work	21.91	5.86

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both) 22.19 6.67

Zone Differential for Area 1 Plumbers &
Steamfitters/Pipefitters

(Add to Zone 1 Rate)

Zone 2	\$ 1.20 per hour
Zone 3	\$ 1.70 per hour
Zone 4	\$ 2.50 per hour
Zone 5	\$ 3.55 per hour
Zone 6	\$30.32 per day

Zone 1: Projects within 15 miles of City Hall in the Cities listed below.

Zone 2: More than 15 but less than 30

Zone 3: More than 30 but less than 40

Zone 4: More than 40 but less than 50

Zone 5: More than 50 but less than 100

Zone 6: More than 100 miles

With distances in Zone 6, 100 miles and beyond; there shall be a minimum of one hundred fifty-one dollars and sixty cents (\$151.60) per week or thirty dollars and thirty-two cents (\$30.32) per day worked.

Reference Cities

Boise, Idaho

Twin Falls, Idaho

Area 2 (Both) 27.80 9.60

Area 3 (Both) 27.18 8.60

Area 1

Baker

Harney (a)

Malheur

Area 2

Grant (b)

Morrow

Umatilla

Wallowa

Union

Area 3

All remaining counties

a) Except Northwest Portion

b) Except Southwest Corner

POWER EQUIPMENT OPERATORS

NOTE: THIS SECTION IS TO BE USED ONLY FOR REGIONS/TRADES SPECIFIED IN PAGES 11 THROUGH 52. REFER TO PAGES 11 THROUGH 52 BEFORE USING RATES IN THIS SECTION.

Zone 1 (Base Rate):

o Group 1	24.81	7.55
o Group 2	23.90	7.55
o Group 3	23.20	7.55
o Group 4	22.73	7.55
o Group 5	22.17	7.55
o Group 6	20.00	7.55

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 information on this, call the Prevailing Wage Rate Coordinator at 731-4074.

ZONE RATES
(Add to Zone 1 Rate)

Zone 2	1.50
Zone 3	3.00

ZONE DESCRIPTIONS

FOR THE FOLLOWING METROPOLITAN COUNTIES:
REGIONS 1,2 AND 3

Multnomah; Clackamas; Marion; Yamhill; Washington and Columbia:

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, 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 Hwy 26 and west of mile post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive zone 1 pay for all classifications.

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (Continued)

ZONE DESCRIPTIONS

FOR THE FOLLOWING CITIES: REGIONS 1-3(Continued)

(B) All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive zone 3 pay for all classifications.

FOR THE FOLLOWING CITIES: REGIONS 4-11

Albany; Bend; Coos Bay; Eugene; Grants Pass;
Klamath Falls; Medford and Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive zone 3 pay for all 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 any type),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

POWER EQUIPMENT OPERATORS (Continued)

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 (quadline and similar type, D-11)
- 4 Bulldozer Operator, twin engine (TC 12 and similar type, D-10)
- 4 Cable-Plow Operator (any type)

CLEARING

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

COMPRESSORS

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

COMPACTORS - Self-Propelled

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

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (Continued)

CONCRETE

- 6 Plant Oiler
- 6 Assistant Conveyor Operator
- 6 Conveyor Operator
- 6 Mixer Box Operator (C.T.B., dry batch, etc.)
- 6 Cement Hog Operator
- 6 Concrete Saw Operator
- 6 Concrete Curing Machine Operator (riding type)
- 6 Wire Mat or Brooming Machine Operator
- 5 Combination Mixer and Compressor Operator, gunite work
- 5 Concrete Batch Plant Quality Control Operator
- 5 Beltcrete Operator
- 5 Pumpcrete Operator (any type)
- 5 Pavement Grinder and/or Grooving Machine Operator (riding type)
- 4 Mixer Mobile Operator
- 5 Cement Pump Operator, Fuller-Kenyon and similar
- 5 Concrete Pump Operator
- 5 Grouting Machine Operator
- 4 Screed Operator
- 4 Concrete Cooling Machine Operator
- 5 Concrete Mixer Operator, single drum, any capacity
- 2 Batch Plant and/or Wet Mix Operator, 1 and 2 drum
- 1 Batch Plant and/or Wet Mix Operator, 3 units or more
- 5 Cast in place pipe laying machine
- 5 Maginnis Internal Full Slab Vibrator Operator
- 5 Concrete Finishing Machine Operator, Clary, Johnson, Bidwell, Burgess bridge deck or similar type
- 5 Curb Machine Operator, Mechanical Berm, Curb and/or Curb and Gutter
- 5 Concrete Joint Machine Operator
- 5 Concrete Planer Operator
- 5 Tower Mobile Operator
- 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

POWER EQUIPMENT OPERATORS (Continued)

CONCRETE(Continued)

- 4 Reinforced Tank Banding Machine (K-17 or similar types)
- 2 Concrete Profiler, Diamond Head

CRANE

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

HYDRAULIC CRANE OPERATOR

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

OREGON DETERMINATION 98-02

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

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (Continued)

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 that 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)

POWER EQUIPMENT OPERATORS (Continued)

PIPE LINE - Sewer Water

- 6 Tar Pot Fireman
- 6 Tar Pot Fireman (power agitated)
- 6 Hydraulic Pipe Press Operator
- 5 Hydra Hammer or similar types
- 5 Pavement Breaker Operator
- 4 Pipe Cleaning Machine Operator
- 4 Pipe Doping Machine Operator
- 4 Pipe Bending Machine Operator
- 4 Pipe Wrapping Machine Operator
- 4 Boring Machine Operator
- 4 Back Filling Machine Operator

PUMPS

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

RAILROAD EQUIPMENT

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

REMOTE CONTROL

- 2 Remote controlled earth-moving equipment

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

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (Continued)</u>			<u>POWER EQUIPMENT OPERATORS (Continued)</u>		
<u>REPAIRMEN, Heavy Duty</u>			<u>SURFACING (BASE) MATERIAL</u>		
4	Drill Doctor (Bit Grinder)		6	Roller Operator, grading of base rock (not asphalt)	
4	H.D. Mechanic		5	Roller Operator, Oiling, C.T.B.	
4	H.D. Welder		6	Tamping Machine Operator, mechanical, self-propelled	
4	Machine Tool Operator		6	Hydrographic Seeder Machine Operator, straw, pulp or seed	
4	Combination H.D. Mechanic-Welder, when dispatched and/or when required to do both		5	Rock Spreaders, self-propelled	
4	Welder - Certified, when dispatched and/or required		5	Pulva-mixer or similar types	
<u>RUBBER-TIRED SCRAPERS</u>			4	Blade Mounted Spreaders, Ulrich and similar types	
4	Rubber-tired Scraper Operator, single engine, single scraper		5	Chip Spreading Machine Operator	
4	Self-loading, paddle wheel, auger type under 15 cu. yd.		5	Lime Spreading Operator	
4	Rubber-tired Scraper Operator, twin engine		<u>SWEEPERS</u>		
4	Rubber-tired Scraper Operator, with push-pull attachments		6	Broom Operator, self-propelled	
3	Rubber-tired Scraper Operator, with tandem scraper		5	Sweeper Operator (Wayne type) self-propelled	
2	Rubber-tired Scraper Operator, with tandem scrapers, multi -engine		<u>TRACTOR - RUBBER TIRED</u>		
4	Self-loading, paddle wheel, auger type 15 cu. yd. and over, single engine		5	Tractor Operator, rubber-tired, 50 H.P. Flywheel and under	
3	Self-loading, paddle wheel, auger type, finish and/or 2 or more units		4	Tractor Operator, rubber -tired, over 50 H.P. Flywheel	
<u>SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR</u>			4	Tractor Operator, with boom attachment	
6	Oiler		4	Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type)	
6	Grade Oiler (required to check grade)		<u>TRENCHING MACHINE</u>		
6	Grade Checker		6	Oiler	
6	Fireman		6	Grade Oiler (required to check grade)	
4	Diesel-Electric Engineer		5	Trenching Machine Operator, maximum digging capacity 3 ft. depth	
4	Stationary Drag Scraper Operator		4	Trenching Machine Operator, maximum digging capacity over 3 ft. depth	
4	Shovel, Dragline, Clamshell, Hoe etc., Operator under 3 cu. yd.		4	Back Filling Machine Operator	
4	Grade-all Operator		2	Wheel Excavator	
2	Shovel, Dragline, Clamshell, Hoe etc., Operator 3 cu. yd. and over		2	Canal Trimmer	
<u>SIGNALMAN</u>			2	Band Wagon (in conjunction with wheel excavator)	
6	Bell Boy, phones, etc., Operator		<u>TUNNEL</u>		
6	Helicopter Radioman (ground)		4	Mucking Machine Operator	
			6	Conveyor Operator (any type)	

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (Continued)

TUNNEL (Continued)

- 4 Shield Operator
- 6 Air Filtration Equipment Operator
- 6 Dinkey Operator
- 6 Oiler
- 4 Tunnel Boring Machine Operator

UNDERWATER EQUIPMENT

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

WELDING MACHINES

- 6 Welding Machine Operator

ROOFERS

(Installation and removal of sheetmetal roofing is done by sheetmetal workers.)

Area 1:

o Roofers	20.35	5.30
o Handling coal tar pitch	22.39	5.30

Area 2:

o Roofers	17.64	6.25
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(Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)

<u>Area 1</u>	<u>Area 2</u>	<u>Area 2 (con't)</u>
Clackamas	Benton	Polk
Clatsop	Douglas	Yamhill
Columbia	Lane	
Multnomah	Lincoln	
Tillamook	Linn	
Washington	Marion	

SHEETMETAL WORKERS

Area 1 22.38 8.76

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)

(Add \$1.00 to base rate for work with lead or installing material in a plant that uses lead in any form to manufacture a product, (excluding soldering)).

(Add \$1.00 to base rate for work performed in a confined space as defined by OSHA.)

Area 2 20.10 7.14

(Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 feet or more)

(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3 23.93 7.87

(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask)

(Add \$1.00 to base rate for work where employees required to wear a fresh air mask due to nuclear related work)

(Add \$.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground)

Area 4 19.92 6.21

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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SHEETMETAL WORKERS (Continued)

Area 1

Benton	Marion
Clackamas	Multnomah
Clatsop	Polk
Columbia	Tillamook
Gilliam	Washington
Grant	Wheeler
Lincoln	Yamhill
Linn	

Area 2

Baker

Area 3

Morrow
Umatilla
Union
Wallowa

Area 4

Douglas
Lane

SOFT FLOOR LAYERS 20.51 5.43 + a

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

SPRINKLER FITTERS 22.48 6.85

Clackamas	Polk
Marion	Washington
Multnomah	Yamhill

TENDERS TO MASON TRADES 21.64 6.00

- o Tenders to Bricklayers and Stone Masons. Mortar Mixers.
(Add \$0.50 to base rate for refractory work)
(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)

TENDERS TO PLASTERERS 20.59 6.00

TILE SETTER/

TERRAZZO WORKER 22.78 6.20

THIS TRADE IS TENDED BY "TILE, TERRAZZO, BRICK & MARBLE FINISHERS"

(Add \$.50 to base rate if safety belt required by State safety regulations.)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.)

TILE, TERRAZZO, BRICK

& MARBLE FINISHERS 17.07 4.72

- o Assists Tile Setters, Brick Layers, Marble Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.
(Add \$.50 to base rate if safety belt required by State safety regulations.)
(Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.)
(Add \$0.75 to fringe for refractory repair work.)

TRUCK DRIVERS

NOTE: THIS SECTION IS TO BE USED ONLY FOR REGIONS/TRADES SPECIFIED IN PAGES 11 THROUGH 52. REFER TO PAGES 11 THROUGH 52 BEFORE USING RATES IN THIS SECTION.

Zone 1 (Base Rate):

o Group 1	20.97	8.10
o Group 2	21.09	8.10
o Group 3	21.22	8.10
o Group 4	21.47	8.10
o Group 5	21.69	8.10
o Group 6	21.84	8.10
o Group 7	22.04	8.10

OREGON DETERMINATION 98-02

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

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 731-4074.

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

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

- Zone 1: Projects within 30 miles of City Hall in the Cities listed below.
Zone 2: More than 30 miles but less than 40 miles.
Zone 3: More than 40 miles but less than 50 miles.
Zone 4: More than 50 miles but less than 80 miles.
Zone 5: More than 80 miles.

Reference Cities

Astoria	Oregon City
Goldendale	Portland
Hood River	The Dalles
Longview	Tillamook

Work

Group

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

TRUCK DRIVERS (Continued)

Work

Group

Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:

Up to and inc. 10 cu. yds	1
Over 10 cu. yds. and inc. 30 cu. yds	3
Over 30 cu. yds. and inc. 50 cu. yds	4
Over 50 cu. yds. and inc. 60 cu. yds	5
Over 60 cu. yds. and inc. 80 cu. yds	6
Over 80 cu. yds. and inc. 100 cu. yds	7

Dumpsters or Similar Equipment—all sizes 2

Flaherty Spreader Driver or Leverman 2

Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site 1

Loader and/or Leverman on Concrete Dry Batch Plant, manually operated 1

Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials 2

Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination 1

Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site 2

Oil Distributor Driver or Leverman 2

Pilot Car 1

Slurry Truck Driver or Leverman 1

Solo Flat Bed and Misc. Body Truck, 0-10 tons 1

Team Drivers 1

OREGON DETERMINATION 98-02

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

<u>Work</u>	<u>Group</u>
Tireman, full-time basis	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
Truck Assistant	1
Truck Mechanic—Welder—Body Repairman	3
Truck Mechanic Assistant	1
Water Wagons (Rated Capacity) up to:	
3000 gallons	1
3000 to 5000 gallons	2
5000 to 10,000 gallons	3
10,000 to 15,000 gallons	4
Winch Truck—takes classification of truck on which winch is mounted	

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS**

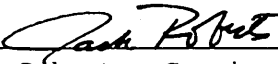
Publication Date: July 1, 1998

To: All Oregon Contracting Agencies

Pursuant to ORS 279.361, contractors on this list are ineligible to receive public works contracts. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator, (Portland) 731-4074 Ext. 250.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	Craig Yundt, Registered Agent and President and AC & C Electrical Enterprises, Inc. 2130 NW York Portland, OR 97210	May 10, 1996	May 9, 1999
2.	Wayne C. Everett and Equipment Erection Specialties, Inc. 8645 SE Roots Road Clackamas, OR 97015	October 15, 1995	October 14, 1998
3.	Lisa A. Wiese dba L & G Interiors P.O. Box 2218 Clackamas, OR 97015	April 20, 1998	April 19, 2001
4.	Michael A. McSweeney dba Michael A. McSweeney Construction P.O. Box 1573 Rogue River, OR 97537	February 25, 1997	February 24, 2000
5..	Pro Fit Development, Inc., Karl O. Johnson, and Devin Luzier 1501 Green Siding Rd. Roseburg, OR 97470	April 20, 1998	April 19, 2001
6.	Westside Landscape, Inc., an Oregon Corporation, and Tim Barnes 590 Greenwood Rd. Independence, OR 97351	May 4, 1998	May 3, 2001



Jack Roberts, Commissioner
Bureau of Labor and Industries

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM,
WH-38 (Rev 6/96)

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:

Complete the box at the top of the form. Complete the appropriate prime contractor or subcontractor box. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the Public Contracting Agency.

Column 1 - Name and Address 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.

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.

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM,
WH-38 (Rev 6/96)

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.

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NOTICE TO CONTRACTORS: YOU ARE NO LONGER REQUIRED TO SUBMIT COPIES OF THE PAYROLL/CERTIFIED STATEMENT TO THE BUREAU OF LABOR AND INDUSTRIES. THE STATEMENT MUST BE SUBMITTED TO THE PROJECT CONTRACTING AGENCY.

PRIME CONTRACTOR ☐
SUBCONTRACTOR ☐

FIRST ☐ 90 DAY ☐ LAST ☐

Business Name (DBA):		CCB Registration Number:		Project Name:		Project Number:	
Phone: ()				Type Of Work:			
Street Address:				Project Location:			
Mailing Address:				Project County:			
Date Pay Period Began:		Date Pay Period Ended:					
THIS SECTION FOR PRIME CONTRACTORS ONLY Public Contracting Agency Name: Phone: () Date Contract Specifications First Advertised For Bid: Contract Amount				THIS SECTION FOR SUBCONTRACTORS ONLY Subcontract Amount: Prime Contractor Business Name (DBA): Phone: () CCB Registration Number: Date You Began Work On The Project:			

(1)	(2)	(3) DAY AND DATE	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME AND ADDRESS OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)	HOURS WORKED EACH DAY	TOTAL HOURS	BASIC HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT PAID AS WAGE TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTION 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
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(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)		
NAME AND ADDRESS OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROU # IF APPLICABLE)									TOTAL HOURS	BASIC HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT PAID AS WAGE TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTION 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															
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CERTIFIED STATEMENT

(NAME OF SIGNATORY PARTY) (TITLE) DO HEREBY STATE:

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY; _____ ON THE _____
(CONTRACTOR, SUBCONTRACTOR OR SURETY) (BUILDING OR WORK)
THAT DURING THE PAYROLL PERIOD COMMENCING ON THE _____ DAY OF _____, 19____, AND ENDING THE _____ DAY OF _____, 19____
ALL PERSONS EMPLOYED ON SAID PROJECT HAVE BEEN PAID THE FULL WEEKLY WAGES EARNED, THAT NO REBATES HAVE BEEN OR WILL BE MADE EITHER DIRECTLY OR INDIRECTLY
TO OR ON BEHALF OF SAID _____ 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: 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.



Bureau of Labor and Industries
Prevailing Wage Rate Unit
800 N.E. Oregon St., # 32
Portland, OR 97232
Phone: (503) 731-4074, Fax: (503) 731-4623

PUBLIC WORK CONTRACT FEE INFORMATION FORM

(For use by contractors in complying with ORS 279.375)

THIS FORM TO BE USED FOR PROJECTS AWARDED AFTER SEPTEMBER 9, 1995 ONLY

Contractors: Please complete and mail this form to BOLI at the above address, along with the appropriate fee (1/10th of 1% of the contract price*) payable to BOLI. **MINIMUM FEE IS \$100.00, MAXIMUM FEE IS \$5,000.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

BUSINESS NAME (DBA) _____ CCB # _____

MAILING ADDRESS: _____ PHONE: () _____

(STREET OR PO BOX #)

(CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ PROJECT LOCATION: _____

AGENCY AWARDED CONTRACT: _____

AGENCY CONTACT PERSON: _____ PHONE: () _____

CONTRACT AMOUNT: _____ DATE AWARDED: _____ DATE WORK BEGAN: _____

*(Contract amount X .001)

(Please duplicate this form for future use)

Bureau of Labor and Industries
Prevailing Wage Rate Unit
800 N.E. Oregon St., # 32
Portland, OR 97232
phone: (503) 731-4074, ext. 250
FAX: (503) 731-4623

PUBLIC WORKS CONTRACT FEE ADJUSTMENT FORM

**THIS FORM TO BE USED FOR RECONCILIATION OF FEES ON COMPLETION OF
PUBLIC WORKS PROJECTS**

(As required by ORS 279.375 and OAR 839-16-210)

Contractors: Please complete and mail this form to BOLI at the above address, after completion of the public works project and not less than 30 days after the final payment by the contracting agency. Contractors are required to determine the final contract price, including all change orders or other adjustments to the original contract price and to calculate the adjusted prevailing wage rate fee, based on the revised contract price. Documentation must be included to support the final contract price. The prevailing wage rate fee, .001, (1/10th of 1%) shall be applied to the final contract price, with credit taken for fees already submitted. The contractor must submit the additional fee payable to BOLI with the adjustment form or requests for refund if applicable. **NO ADDITIONAL FEE WILL BE CHARGED, NOR A REFUND MADE, ON ANY RECONCILED AMOUNTS UNDER \$100.00.**

BUSINESS NAME (DBA) _____ **CCB #** _____

MAILING ADDRESS: _____ **PHONE:** () _____
(STREET OR PO BOX #, CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

AGENCY AWARDED CONTRACT: _____ **DATE AWARDED:** _____

FINAL CONTRACT AMOUNT: _____ **FINAL FEE DUE*:** _____
(Include all change orders and adjustments to the contract price) *(Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID*:** _____
*(Contract amount X .001)

BALANCE DUE: _____ **REFUND DUE:** _____
(Final contract fee less initial fee paid)

Sample Calculation:

Final Contract Amount:	\$400,000.00	Final Fee Due:	\$400.00
Original Contract Amt:	-300,000.00	Initial Fee Paid:	-300.00
Total Adjustment:	\$100,000.00	Amount Due or Refund Due:	\$100.00

*Documentation may consist of change orders or other contract documents substantiating the amount of the contract.

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 _____ Agency Number _____
Address _____
City, State, Zip _____
Agency Representative _____ Phone _____

2. CONTRACT INFORMATION

Project Name _____ Project Number _____
Project Manager Name _____ Fax Number _____
Phone Number _____
Project Location (Street(s), City, State) _____
Project County _____ Contract Amount _____
Source of Funds (i.e. 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) _____

Note: If this project is Federally funded and subject to the Davis Bacon Act, do not submit this form to the Oregon Bureau of Labor and Industries. If Federal funds are involved, but the project is subject to Oregon prevailing wage rate, please specify.

Date Contract Specifications First Advertised for Bid _____
Date Contract Awarded _____ Date Work Expected to Begin _____
Date First Progress Payment Due _____ Expected Date of Completion _____

3. PRIME CONTRACTOR INFORMATION

Name _____
Address _____
City, State, Zip _____ Phone _____
Construction Contractors Board Registration Number _____
Name of Bonding Company: _____
Address: _____
Agent Name/Phone: _____
Bond Number: _____

THIS FORM WILL BE RETURNED TO THE CONTRACTING AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

RETURN THIS COMPLETED FORM TO:

**Bureau of Labor and Industries
Wage and Hour Division Rm 1160
Prevailing Wage Section
800 NE OREGON # 32
Portland, OR 97232
(503) 731-4074, EXT. 233 Fax: (503) 731-4606**

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 construction projects estimated to cost more than \$125,000 the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. NOTE: This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 800 NE Oregon St., # 32, Portland, Oregon 97232.

CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

(Name of State or Local Government Agency)

DEPARTMENT:
PROPOSED YEAR:
PROJECT DESCRIPTION:

PROJECT NAME:

FUND:
PROJECT NUMBER:

Rough		Agency Force Estimate		Agency Contract Estimate		
Quantity Estimate	Units	Work Class Description	Unit Cost	Total Cost	Unit Cost	Total Cost
Estimated Construction Period _____				\$		\$

Estimated Construction Period _____

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

(Name of Agency)

(cross out one)

FORM WH - 119 (Rev 3/98)

(Agency Official)