

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1678

CITY OF NEWBERG

1999 FOG SEAL PROJECT

APRIL 1999

TABLE OF CONTENTS

1999 FOG SEAL PROJECT

<u>CONTRACT DOCUMENTS</u>	<u>Pages in Section</u>
Advertisement for Bids	9
Bid Documents	
Contract for Construction	
Performance - Payment Bond	
<u>SPECIAL PROVISIONS</u>	4
Section 1 Pre-Construction Meeting	
2 Working Hours	
3 Notification	
4 Mobilization Site	
5 Surface Preparation	
6 Crack Sealing	
7 Tree Trimming	
8 Tree & Shrub Clearance	
9 Water	
10 Utility Covers	
99 Product Substitution Form	
NA Prevailing Wage Rates	88
<u>TECHNICAL PROVISIONS</u>	65
Division 1 General Requirements	
2 General Technical Requirements	
5 Street Technical Requirements	
<u>PROJECT INFORMATION</u>	8
Project Map	
Straight Line Charts	

**CITY OF NEWBERG
ADVERTISEMENT FOR BIDS
1999 FOG SEAL PROJECT**

Sealed bids for the construction of the **Fog Seal Project** in the City of Newberg, Oregon addressed to the Community Development-Project Manager, 719 E. First St., Newberg, Oregon 97132, will be received until **4:00 p.m.** prevailing time on the **3rd day of June, 1999** at the Community Development Office, 719 E. First St., Newberg, Oregon at which time and place all bids will be opened and publicly read aloud by the undersigned or his designated representative.

The scope of work includes: Crack sealing and application of penetrating sealant to approximately 40,000 SY of streets in proximity. Sealant shall be a refined coal tar emulsion, PavePen or approve equal, as manufactured by Armor Manufacturing (360-693-8466).

Plans and Specifications may be **obtained** at the Community Development Office, 719 E. First St., Newberg, Oregon 97132 at \$25.00 for the set of documents. Plans and specifications may also be **examined** at the same location at no charge.

"OR APPROVED EQUAL" materials, products, or services require approval by addendum prior to bid opening. Materials, products or services which the bidder proposes to substitute, and which he/she considers equal to those specified must be submitted on the Substitution Request Form and received by the undersigned not later than seven (7) days prior to the bid opening date.

Bidders must be prequalified in conformance with Oregon Law ORS 279.039. Documentation of State approval must be submitted to the Owner at least seven days prior to the bid opening date.

No bid 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, as may be applicable, are to be complied with. Applicable state wage rates are included with the contract documents.

No bid for a construction contract shall be considered unless the bidder is registered with the Construction Contractors Board as required by ORS 671.530. Each Bid must contain a statement as to whether the bidder is a resident bidder, as defined by ORS 279.029.

Each bid must be submitted on the prescribed form in a sealed envelope, clearly marked that it is a bid, and with the Bidders name and the project title on the outside of the envelope. 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.

Michael Soderquist
Community Development Director

Published: Newberg Graphic: May 19, 1999
 Oregonian: May 19, 1999

BID

PLACE: CITY OF NEWBERG, OREGON

PROJECT: FOG SEAL PROJECT

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

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

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

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

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

The Bidder further agrees to begin work within ten calendar days after receipt of written "Notice to Proceed" from the Owner and to fully complete the project by **September 30, 1999**. Bidder further agrees to pay as liquidated damages, the sum of one hundred fifty dollars (\$150.00) for each consecutive calendar day thereafter until the work shall have been finished. Sundays and legal holidays shall be excluded in determining days in default.

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

**SCHEDULE OF PRICES
FOG SEAL PROJECT**

<u>NO.</u>	<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE FIGURES</u>	<u>UNIT PRICE IN WRITING</u>	<u>TOTAL AMOUNT</u>
1.	Mobilization	1 LS	500	Five hundred	500
2.	Traffic Control and Notification	1 LS	500	Five hundred	500
3.	Crack Sealing	5,000 LB	1.50	one dollar fifty cents	7,500
4.	Fog Seal	39,000 SY	.48	fourty eight cents	18,720
TOTAL BID				Twenty Seven thousand two hundred Twenty dollars	27,220
BIDDERS NAME:		Cascade Asphalt Sealing Company			
ADDRESS:		11854 Sunnyvale Ln Clackamas, OR 97015			
PHONE/FAX:		360-693-8466 / 360-693-8550 - Fax			
SIGNATURE:		Dave P Goglin			
PRINT NAME:		Dave P Goglin			

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

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

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the required Performance- 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 Addenda.

NO. _____ DATE _____
NO. _____ DATE _____
NO. _____ DATE _____
NO. _____ DATE _____

The name of the Bidder submitting this Proposal is Cascade Asphalt Sealing Company
doing business at 11854 SE Sunnyview Ln., Clackamas, OR, 97015
Street City State Zip

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

BIDDER'S PERFORMANCE BOND STATEMENT

Cascade Asphalt Sealing Company, hereinafter referred to as Contractor, is
(Name of Contractor)
submitting a bid to the City of Newberg pursuant to the latter's advertisement for bids dated April, 1999 for the Fog Seal Project.

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

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 Western Surety Company
(Surety Company)

Contractor hereby authorizes Western Surety Co to disclose any information to
(Surety Company)
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 1 day of June 1999.

Dan P. Goglin
Signature of Bidder

Dave Goglin
Print Name

Materials Representative
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 1 day of June 1999.

Cascade Asphalt Sealing AKA
Name of Corporation Armormanufacturing

By

Charles Nicodemus

Charles Nicodemus
Print Name

Area Manager/Assigned Agent
Title

Attest

Secretary

CONTRACT FOR CONSTRUCTION

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

CASCADE ASPHALT SEALING COMPANY

of _____

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 **Fog Seal Project** to the extent of the Bid made by the Contractor on the 3 day of JUNE, 1999, all full compliance with Contract Documents referred to herein.

The Advertisement for Bid, the signed copy of the Bid made by the Contractor, the fully executed Performance and Payment Bond, the General Provisions, the Special Provisions, the Technical Provisions, entitled **Fog Seal Project** dated April, 1999, 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, the Owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the Contract Documents, and to make such payments in the manner and at the times provided in the Contract Documents.

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

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

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

The provisions of ORS 279.350 relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein.

The Contractor shall pay a fee to the Oregon Bureau of Labor and Industries pursuant to the provisions of ORS 279.352. The fee is equal to one-tenth of one percent (0.1 percent) of the price of the contract, but not less than \$100 nor more than \$5000, regardless of the contract price. 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 the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 N.E. Oregon Street, #32
Portland, OR 97232

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 Quane R. Cole

Print Name Quane R. Cole

City Manager
Title

CONTRACTOR

By Ron Jensen

Print Name RON JENSEN

President
Title

APPROVED AS TO FORM:

To 8/12/99
City Attorney

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Cascade Asphalt Sealing Company

A Corporation hereinafter called "Principal" and Western Surety Company
(Corp., Partnership, or Individual)
of Houston, State of Texas, herein after called "Surety", are held
firmly bound unto the City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of Twenty seven thousand
~~two hundred twenty 00/100~~ Dollars (\$27,220.00) 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 ____ day of _____, 1999, a copy of which is hereto attached
and made a part hereof for the construction of the **Fog Seal Project**.

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

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.

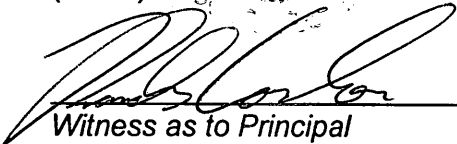
IN WITNESS WHEREOF, this instrument is executed this 3rd day of August 1999.

Sue Kiedle
(Principal) Secretary

Cascade Asphalt Sealing Company
Principal

Rm Jensen (S)
6238 S. Tacoma Way
Tacoma, WA 98409
(Address - Zip Code)

(SEAL)


Witness as to Principal

6238 S. Tacoma Way

Tacoma, WA 98409

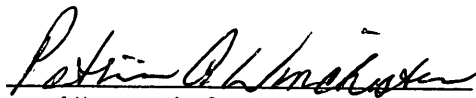
(Address - Zip Code)

ATTEST

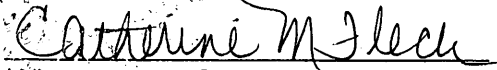

(Surety) Secretary

Western Surety Company

Surety

By 
Attorney-in-fact
Patricia A. Winchester

(SEAL)


Witness as to Surety

2121 70th Ave. W.

Tacoma, WA 98466

(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.

POWER OF ATTORNEY

(Irrevocable)

BOND No. SP-

22460147

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

FIVE

5

authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
BRADLEY B. BANNON JR MARK K. HANKS WAYNE D. CARLSON	CAROLYN D. SWANSON PATRICIA A. WINCHESTER

in the City of TACOMA, State of WASHINGTON, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE BID, PERFORMANCE, AND/OR PAYMENT BOND PROVIDING THE BOND PENALTY DOES NOT EXCEED ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

MARCH 31, 2004, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Senior Underwriting Officer, Underwriting Officer, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its President with its corporate seal affixed this 8th

day of April, 1997.

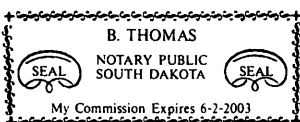
WESTERN SURETY COMPANY

By

Stephen T. Pate
President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } SS.

On this 8th day of April, in the year 1997, before me, a Notary Public, personally appeared Stephen T. Pate, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



B. Thomas

Notary Public, South Dakota

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this 27th day of July, 1999

WESTERN SURETY COMPANY

By

Stephen T. Pate
President

IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.

Form 749-4-97

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy. —————>

PRODUCER

Bannon, Carlson & Kessel, Inc.
2121 70th Ave W Ste B
Tacoma WA 98466-7664

Wayne D. Carlson
Phone No. 253-565-3500 Fax No. 253-565-7209

INSURED

Cascade Asphalt Sealing Co.
dba: Armor Manufacturing
6238 S. Tacoma Way
Tacoma WA 98409

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

COMPANIES AFFORDING COVERAGE

COMPANY
A Commercial Union

COMPANY
B St. Paul Fire & Marine Ins Co

COMPANY
C

COMPANY
D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	F0R599536	04/15/99	04/15/00	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	☐				FIRE DAMAGE (Any one fire) \$ 50,000
	☒				MED EXP (Any one person) \$ 5,000
	☐				
A	AUTOMOBILE LIABILITY	FOA565038	04/15/99	04/15/00	COMBINED SINGLE LIMIT \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
	☐				EACH ACCIDENT \$
	☐				AGGREGATE \$
	☐				
B	EXCESS LIABILITY	900BA4042	04/15/99	04/15/00	EACH OCCURRENCE \$ 1,000,000
	☒ UMBRELLA FORM				AGGREGATE \$ 1,000,000
	☐ OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	F0R599536 STOP GAP	04/15/99	04/15/00	WC STATUTORY LIMITS \$ 1,000,000
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT \$ 1,000,000
	OTHER				EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: 1999 Fog Seal Project, Certificate holder is additional insured as respects this project.

CERTIFICATE HOLDER

NEWBUR1

City of Newburg
719 E. 1st St.
Newburg OR 97132

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wayne D. Carlson

SPECIAL PROVISIONS

CITY OF NEWBERG
1999 FOG SEAL PROJECT

APRIL 1999

SPECIAL PROVISIONS

1. Pre-Construction Meeting.

A pre-construction meeting will be conducted after the contract has been awarded, and before issuance of the Notice to Proceed. It is important to note that the meeting will not be convened until all required submittals have been received. Submittals include: construction schedule; listing of subcontractors; insurance certificates; material certifications; and prototype notification notices.

2. Working Hours.

All work shall be done between the hours of 7:00 am and 6:00 pm, unless otherwise approved by the Engineer.

3. Notification.

Each residence shall be notified using an approved Door Hanger notice. Notify the manager of apartments and furnish them with notices for each resident. Contact each business in person. The notice shall briefly describe the work and include the name and phone contact of the contractor's representative. Approved No Parking notices shall be posted along the curb at sufficient intervals. Notices shall provide two days advance notice, with 4 days advance notice provided for Monday work.

4. Mobilization Site.

Securing a mobilization site shall be the responsibility of the contractor.

5. Surface Preparation.

City crews will perform the following surface preparation work: spray weeds with herbicide; flush and sweep streets within 7 days of Fog Sealing. Weed removal and final cleaning shall be the responsibility of the contractor.

6. Crack Sealing.

This work involves cleaning out and filling cracks with approved hot pour rubberized asphalt crack sealing material, meeting the requirements of ASTM D-1190. Clean cracks over 1/8" in width using a wire brush edger, then blow clean and dry using a hot compressed air lance. Remove old, failed crack sealant. Existing crack sealant that is sound can be left in place. Pour material into cracks and squeegee flush with adjoining pavement.

Measurement shall be per pound (lb) of crack sealing material used. Tickets for amount used must be submitted daily.

Note: Gutter joints are not included in this work.

7. Tree Trimming.

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

8. Tree & Shrub Clearance.

Where trees or shrubs are encountered, they shall be removed or pruned according to Standard Drawing #103. Contact the fronting residents in advance of the work. Small shrubs shall be carefully dug out and set aside for the resident if directed by the Engineer.

9. Water.

Construction water shall be from any domestic supply approved by the City. To obtain water from a City fire hydrant, a permit is required for a construction water meter. The permit and water used are at no cost to the contractor.

10. Utility Covers.

Install temporary covers over street utilities, such as manhole covers, valve boxes, monument boxes, and fire hydrant markers.

**SPECIAL PROVISIONS
ARTICLE 99**

PRODUCT SUBSTITUTION FORM

TO: _____

PROJECT: _____

We, the undersigned have reviewed technical requirements for the above project and hereby submit for your consideration the following product instead of the specified item:

1. Section: _____ Specified Item: _____
2. Proposed substitution: _____
3. Reason for substitution: _____
4. Attachments:
 - 4.a. ☐ Yes ☐ No Technical data, including laboratory test if applicable.
 - 4.b. ☐ Yes ☐ No Information on changes to Drawings/Specifications which proposed substitution will require for proper installation.
 - 4.c. ☐ Yes ☐ No Affects of substitution on Drawing dimensions.
5. ☐ Yes ☐ No Does the change have effect on other trades: describe

6. Describe the differences between proposed substitution and specified item.

7. ☐ Yes ☐ No Manufacturers guarantees of the proposed and specified items are the same; describe difference.

8. ☐ Yes ☐ No Sample of proposed substitution submitted.

The undersigned further states that the function, appearance and quality of the proposed substitution is equivalent or superior to the specified item.

Firm: _____

Address: _____

City, State, Zip: _____

By: _____

Date: _____

Tel: _____ Fax: _____

For use by Design Consultant:

☐ Accepted ☐ Accepted as noted

☐ Not Accepted ☐ Received too late

By: _____

Date: _____

Remarks: _____

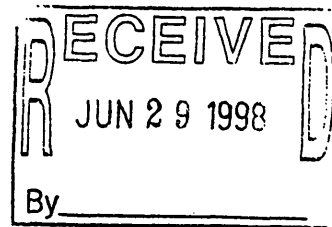
SPECIAL PROVISIONS
ARTICLE 99

EQUIVALENT MATERIALS, PRODUCTS, OR SERVICES

- 99.1 Specified materials, products, or services are named for the purpose of establishing a standard of quality and characteristics desired. Other materials, products, or services of equal quality and characteristics for the purposes intended may be submitted at the appropriate time for approval. The Substitution Request Form is enclosed at the end of these Instructions to Bidders. The Engineer, in his sole discretion, will be the judge of the equality and suitability of the proposed substitution.
- 99.2 The following definitions of the phrases stated after materials, products, or services in the Specifications determine the extent to which substitutions may be proposed.
- A. "OR APPROVED EQUAL" materials, products, or services require approval by addendum prior to bid opening. Materials, products, or services which the bidder proposes to substitute, and which he/she considers equal to those specified must be submitted on the Substitution Request Form and received by the undersigned not later than seven (7) days prior to the bid opening date. Request shall be accompanied by complete technical data and such pertinent information and/or samples as necessary, or as specifically specified, to fully identify and appraise the material, product, or service. Approval of materials, products, or services deemed equivalent will be issued by addendum prior to the bid opening date.
 - B. "OR EQUAL" materials, products, or services do not require approval prior to bid opening. Materials, products, or services which the Contractor proposes to substitute and which he/she considers equal to those specified shall be submitted on the Substitution Request Form for approval. The proposed substitution shall anticipate necessary lead time required for approval by the City and procurement. Such submittal shall be accompanied by complete technical data and such pertinent information as necessary to fully identify and appraise the material, product, or service. No increase in the contract prior or time will be considered when substitution is not approved.

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

TABLE OF CONTENTS
July 1, 1998

	<u>Page No.</u>
General Information	1-3
Commonly Asked Questions	4-6
Legislative Changes	7
Map of Prevailing Wage Rate Regions	8
Types of Construction: Building, Heavy and Highway	9-10
Occupations by Regions:	
Region 1 - Clatsop, Columbia and Tillamook Counties	11-13
Region 2 - Clackamas, Multnomah and Washington Counties	14-16
Region 3 - Polk, Marion and Yamhill Counties	17-19
Region 4 - Benton, Lincoln and Linn Counties	20-22
Region 5 - Lane County	23-25
Region 6 - Douglas County	26-28
Region 7 - Coos and Curry Counties	29-31
Region 8 - Jackson and Josephine Counties	32-34
Region 9 - Hood River, Sherman and Wasco Counties	35-37
Region 10- Crook, Deschutes and Jefferson Counties	38-40
Region 11- Klamath and Lake Counties	41-43
Region 12- Gilliam, Grant, Morrow, Umatilla and Wheeler Counties	44-46
Region 13- Baker, Union and Wallowa Counties	47-49
Region 14- Harney and Malheur Counties	50-52
APPENDIX	53-70

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

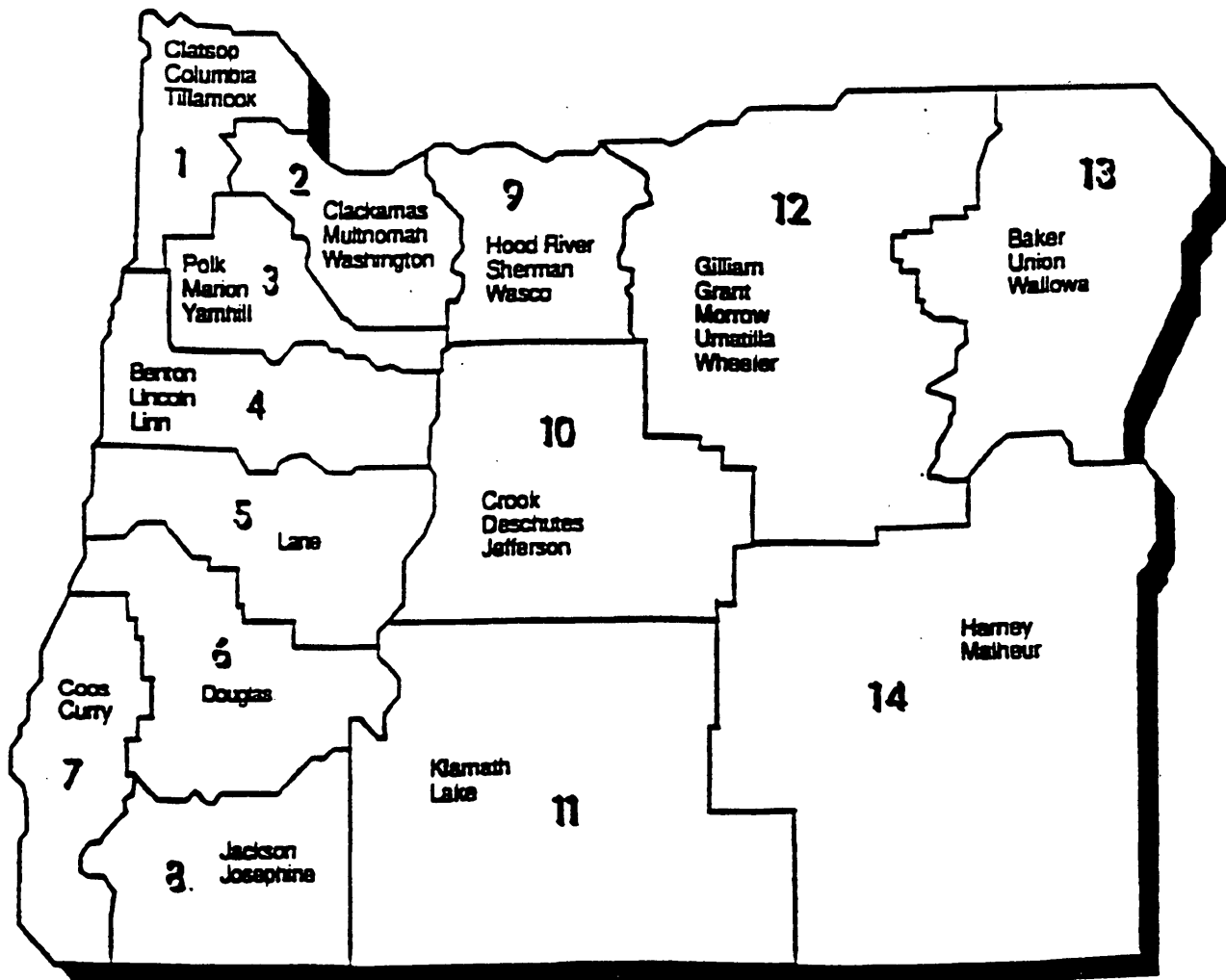
The provisions relating to overtime pay were revised to allow contractors who have adopted work schedules of four consecutive days (Monday through Thursday or Tuesday through Friday) to pay daily overtime after 10 hours/day are worked. (Contractors who have not adopted four-day work schedules must continue 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 Strippers	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	\$13.67 See Appendix See Appendix	\$4.93 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, Nozzle-men, 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	See Appendix	See Appendix
Heavy	See Appendix	See Appendix
Highway	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 Heavy Highway	See Appendix \$14.15 \$19.66	See Appendix \$5.09 \$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

	Page
Asbestos Workers/Hazardous Materials Handler -----	53
Boilermakers -----	53
Bricklayers/Stonemasons -----	53
Carpenters -----	53-54
Cement Masons -----	55
Divers and Divers' Tenders -----	55
Dredging -----	55-56
Drywall/Wetwall -----	56
Electricians -----	56
Elevator Constructors -----	56-57
Glaziers -----	57
Highway/Parking Stripers -----	57
Ironworkers -----	57
Laborers -----	57-59
Limited Energy Electricians -----	59
Line Construction -----	59-60
Marble Setters -----	60
Painters & Drywall Tapers -----	60
Plasterers -----	60
Plumbers and Steamfitters/Pipefitters -----	61
Power Equipment Operators -----	61-67
Roofers -----	67
Sheetmetal Workers -----	67-68
Soft Floor Layers -----	68
Sprinkler Fitters -----	68
Tenders to Mason Trades -----	68
Tenders to Plasterers -----	68
Tile Setter/Terrazzo Worker -----	68
Tile, Terrazzo, Brick and Marble Finishers -----	68
Truck Drivers -----	68-70

OREGON DETERMINATION 98-02

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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

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

o Hazardous Materials
Handler Mechanic 13.75 3.50

* 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.

BOILERMAKERS 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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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

THIS TRADE IS TENDED BY "CONCRETE LABORERS"

Zone 1 (Base Rate)

o Group 1	22.81	7.00
o Group 2	23.22	7.00
o Group 3	23.22	7.00
o Group 4	23.64	7.00

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

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

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

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

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

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

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

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

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

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

Zone 5: More than 80 miles.

Cities

Corvallis	Portland	Longview
Eugene	Salem	Vancouver

DIVERS & DIVERS' TENDERS

o Divers	55.98	7.42
o Divers' Tenders	25.54	7.42

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

Basic Hourly Rate	Hourly + Depth Pay	Hourly + Enclosure Pay	=	Divers' Total Hourly Pay
-------------------------	--------------------------	------------------------------	---	--------------------------------

o Divers' Depth Pay

Depth of Dive Hourly Depth Pay

50-100 ft	((total ft- 50) x \$1.00)/hr.
100-150 ft	\$ 50 + ((total ft-100) x \$1.50)/hr.
150-200 ft	\$125 + ((total ft-150) x \$2.00)/hr.

o Divers' Enclosure Pay (working without vertical escape)

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

DREDGING

Zone 1 (Base Rate):

o Leverman (Hydraulic, Dipper, Floating Clamshell)	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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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

<u>Area 3:</u>	24.30	8.48
-----------------------	--------------	-------------

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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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
------------------------	-------	------

(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
--	-------	------

<u>IRONWORKERS</u>	23.00	10.02
---------------------------	-------	-------

- 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)	Gunite 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)	
Clary 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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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
------------------	-------	------

(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
------------------	-------	------

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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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

CLEARING

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

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

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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

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

- 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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

POWER EQUIPMENT OPERATORS (Continued)

CRANE (Continued)

TOWER/WHIRLEY OPERATOR

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

LATTICE BOOM CRANE OPERATOR

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

CRUSHER

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

DRILLING

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

FLOATING EQUIPMENT

- 6 Deckhand
- 6 Boatman
- 5 Fireman
- 4 Diesel-Electric Engineer
- 4 Jack Operator, elevating barges
- 4 Barge Operator, self-unloading
- 4 Piledriver Operator (not crane type)
- 4 Floating Clamshell, etc. Operator, under 3 cu. yd.(only for construction projects - otherwise see Dredging)

POWER EQUIPMENT OPERATORS (Continued)

FLOATING EQUIPMENT (Continued)

- 4 Floating Crane (derrick barge) Operator, less than 30 tons
- 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over (only for construction projects - otherwise see Dredging)
- 2 Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons
- 1 Floating Crane, 150 tons and over

FORK LIFT

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

GENERATORS

- 4 Generator Operator
- 4 Diesel-Electric Engineer

GUARDRAIL EQUIPMENT

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

HAZARDOUS WASTE REMOVAL

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

HEATING PLANT

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

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>HYDRAULIC HOES</u>			<u>PIPE LINE</u> - Sewer Water		
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)		6	Tar Pot Fireman	
4	Hydraulic Backhoe Operator, Track Type 3/8 cu.yd. (Note: Over 3/8 cu. yd. takes Shovel Classification rate)		6	Tar Pot Fireman (power agitated)	
<u>LOADERS</u>			6	Hydraulic Pipe Press Operator	
6	Bobcat, Skid Steer (under 1 cubic yard)		5	Hydra Hammer or similar types	
6	Bucket Elevator Loader Operator, Barber-Greene and similar types		5	Pavement Breaker Operator	
5	Loaders, rubber-tired type, 2-1/2 cu. yd. and under		4	Pipe Cleaning Machine Operator	
5	Elevating Grader Operator, Tractor Towed requiring Operator or Grader		4	Pipe Doping Machine Operator	
4	Belt Loader Operator, Kolman and Ko Cal types		4	Pipe Bending Machine Operator	
4	Loader Operator, front end and overhead, 2-1/2 cu. yd. and under 4 cu. yd.		4	Pipe Wrapping Machine Operator	
4	Elevating Loader Operator, Athey and similar types		4	Boring Machine Operator	
4	Elevating Grader Operator, Sierra, Euclid or similar types		4	Back Filling Machine Operator	
3	Loader Operator, 4 cu. yd. but less than 6 cu. yd.		<u>PUMPS</u>		
2	Loader Operator, 6 cu. yd. and over		6	Pump Operator, any power	
<u>OILERS</u>			6	Hydrostatic Pump Operator	
6	Oiler		5	Pump Operator, more than 5 (any size)	
6	Guardrail Punch Oiler		5	Pot Rammer Operator	
6	Truck Crane Oiler-Driver, 25 ton or over		<u>RAILROAD EQUIPMENT</u>		
6	Auger Oiler		6	Brakeman	
6	Grade Oiler, required to check grade		6	Oiler	
5	Service Oiler (Greaser)		6	Switchman	
6	Grade Checker		6	Motorman	
<u>PILEDRIVERS</u>			6	Ballast Jack Tamper Operator	
Use Crane rates when driving or pulling piling)			5	Locomotive Operator	
4	Hammer Operator		5	Ballast Regulator Operator	
4	Piledriver Operator (not crane type)		5	Ballast Tamper Multi-Purpose Operator	
			5	Track Liner Operator	
			5	Tie Spacer Operator	
			5	Shuttle Car Operator	
			<u>REMOTE CONTROL</u>		
			2	Remote controlled earth-moving equipment	
			<u>REPAIRMEN, Heavy Duty</u>		
			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</u> (Continued)			<u>POWER EQUIPMENT OPERATORS</u> (Continued)		
<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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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
-----------	-------	------

(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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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
-------	-------------------------	--------------------	-------	-------------------------	--------------------

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.

◆◆◆

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)								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													
		OT														
		S														
		OT														
		S														
		OT														
		S														
		OT														
		S														

(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)	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	
		OT															
		S															
		OT															
		S															
		OT															
		S															
		OT															
		S															

CERTIFIED STATEMENT

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

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

(Name of State or Local Government Agency)

FUND:
PROJECT NUMBER:

Estimated Construction Period _____

FORM WH - 119 (Rev 3/98)

(Agency Official)

BUREAU OF LABOR AND INDUSTRIES
800 NE OREGON STREET # 32
PORTLAND, OREGON 97232

FORWARDING AND ADDRESS CORRECTION REQUESTED
RETURN POSTAGE GUARANTEED

BULK RATE

U.S. Postage
PAID
Portland, Oregon

Permit No. 5

CITY OF NEWBERG
414 E 1ST ST
NEWBERG OR 97132-2908

TABLE OF CONTENTS

CITY OF NEWBERG PUBLIC WORKS TECHNICAL REQUIREMENTS

DIVISION ONE - GENERAL REQUIREMENTS

101	DEFINITIONS AND ABBREVIATIONS	
101.01	DEFINITIONS	1
101.02	ABBREVIATIONS	5
102	INSTRUCTIONS TO BIDDERS	
102.01	EEO AFFIRMATIVE ACTION	6
102.02	PREQUALIFICATION OF BIDDERS	6
102.03	FORM OF BID	6
102.04	WITHDRAWAL, MODIFICATION OR ALTERATION OF BID	7
102.05	LATE BIDS	7
102.06	BID GUARANTY AND ORGANIZATION	7
102.07	INTERPRETATION OF CONTRACT AND ADDENDA	7
102.08	EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA	8
102.09	FAMILIARITY WITH LAWS AND ORDINANCES	8
102.10	UNIT BIDS	8
102.11	REJECTION OF BIDS	9
102.12	CONFLICT OF INTEREST	9
102.13	INELIGIBILITY FOR PUBLIC CONTRACTS FOR FAILURE	9
102.14	ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS	9
103	AWARD AND EXECUTION OF CONTRACT	
103.01	AWARD OF CONTRACT	9
103.02	EXECUTION OF CONTRACT	10
103.03	FAILURE TO EXECUTE CONTRACT	10
103.04	RETURN OF BID GUARANTY	10
103.05	TRANSFER OF CONTRACT AND INTERESTS THEREIN	10
103.06	PERFORMANCE AND PAYMENT BOND	11
103.07	PROOF OF CARRIAGE OF INSURANCE	11
103.08	FOREIGN CONTRACTOR	11
104	SCOPE OF WORK	
104.01	PLANS AND SPECIFICATIONS	11
104.02	PRECEDENCE OF CONTRACT DOCUMENTS	11
104.03	SHOP DRAWINGS AND OTHER SUBMITTALS	12
104.04	CHANGES IN THE WORK	13
104.05	FORCE ACCOUNT WORK	13
104.06	SALVAGE	14
105	CONTROL OF WORK	
105.01	AUTHORITY OF THE ENGINEER	14
105.02	AUTHORITY AND DUTIES OF INSPECTORS	14
105.03	RESPONSIBILITY OF CONTRACTOR	15
105.04	NOTIFICATION OF UTILITIES AND AGENCIES	15

105.05	UTILITIES AND EXISTING IMPROVEMENTS	16
105.06	SURVEY SERVICE	16
105.07	PROTECTION OF SURVEY MARKERS	17
105.08	PROTECTION OF PROPERTY	17
105.09	USE OF WORK DURING CONSTRUCTION	18
105.10	FURNISHING TEMPORARY SERVICES AND FACILITIES	18
105.11	VERBAL AGREEMENTS OR REPRESENTATIONS	18
105.12	WATER AND AIR POLLUTION CONTROL	18
105.13	NOISE	19
105.14	ACCESS TO THE WORK	19
105.15	DEFECTIVE OR UNAUTHORIZED WORK	19
105.16	RAILROAD CROSSINGS OR RIGHT-OF-WAY	19
106	CONTROL OF MATERIALS	
106.01	PREFERENCE FOR USE OF OREGON PRODUCTS	19
106.02	QUALITY OF WORK	20
106.03	SAMPLING AND TESTING	20
106.04	CERTIFICATION	20
106.05	INSPECTION BY OTHERS	21
106.06	STORAGE AND PROTECTION OF ITEMS OF WORK	21
106.07	TRADE NAMES, EQUALS OR SUBSTITUTIONS	21
107	LEGAL RELATIONS AND RESPONSIBILITIES	
107.01	LAWS AND REGULATIONS	21
107.02	SUBCONTRACTORS	22
107.03	NO WAIVER OF LEGAL RIGHTS	22
107.04	OTHER CONTRACTS	22
107.05	LIABILITY AND INDEMNIFICATION	23
107.06	INSURANCE	24
107.07	ROYALTIES AND PATENTS	26
107.08	PERMITS	26
107.09	COMPLIANCE WITH OREGON REVISED STATUTES CHAPTER 279	26
107.10	LABOR	29
107.11	OVERTIME	29
107.12	SAFETY	29
107.13	RIGHTS-OF-WAY, EASEMENTS, AND PREMISES	30
107.14	TWO (2) YEAR MAINTENANCE AND WARRANTY	30
108	PROSECUTION AND PROGRESS OF WORK	
108.01	CONTRACTOR'S CONSTRUCTION SCHEDULE	31
108.02	PRECONSTRUCTION CONFERENCE	31
108.03	NOTICE TO PROCEED	31
108.04	CONTRACT TIME	32
108.05	SUSPENSION OF WORK	32
108.06	DELAYS AND EXTENSIONS OF TIME	33
108.07	LIQUIDATED DAMAGES	34
108.08	CONTRACTOR'S REPRESENTATIVE	34
108.09	CONFLICTS, ERRORS, OMISSIONS, AND ADDITIONAL DRAWINGS	35
108.10	OWNER'S RIGHT TO DO WORK	35

108.11	TERMINATION FOR DEFAULT	35
108.12	TERMINATION IN THE PUBLIC INTEREST	36
109	MEASUREMENT AND PAYMENT	
109.01	MEASUREMENT OF QUANTITIES	36
109.02	SCOPE OF PAYMENT	37
109.03	COMPENSATION FOR ALTERATION OF CONTRACT	37
109.04	PAYMENT FOR CHANGE ORDERS	38
109.05	CLAIMS AND NOTICE	41
109.06	OWNER'S RIGHT TO ACCESS TO CONTRACTOR'S RECORDS	42
109.07	PROGRESS PAYMENTS AND RETAINAGE	42
109.08	FINAL ESTIMATE AND FINAL PAYMENT	44

DIVISION TWO - GENERAL TECHNICAL REQUIREMENTS

201	MOBILIZATION	
201.01	DESCRIPTION	46
201.02	MATERIALS	46
201.03	CONSTRUCTION/GENERAL REQUIREMENT	46
201.04	MEASUREMENT AND PAYMENT	46
202	TEMPORARY TRAFFIC CONTROL	
202.01	DESCRIPTION	47
202.02	UNIFORM TRAFFIC CONTROL DEVICES	47
202.03	CONSTRUCTION	47
202.04	MEASUREMENT AND PAYMENT	48
205	MATERIALS - TYPES AND USE	
205.01	DESCRIPTION	49
205.02	MATERIALS	49
205.03	CONSTRUCTION	56
205.04	MEASUREMENT AND PAYMENT (GEOTEXTILE)	60
207	RESTORATION AND CLEANUP	
207.01	DESCRIPTION	61
207.02	MATERIALS	61
207.03	CONSTRUCTION	61
207.04	MEASURE AND PAYMENT	62

DIVISION FIVE - STREET TECHNICAL REQUIREMENTS

510	ASPHALT PAVEMENT PENETRATING SEALANT	
510.01	SCOPE	63
510.02	MATERIALS	63
510.03	APPLICATION EQUIPMENT	64
510.04	SURFACE PREPARATION	64
510.05	APPLICATION PROCEDURES	64

DIVISION ONE GENERAL REQUIREMENTS

101 DEFINITIONS AND ABBREVIATIONS

Unless otherwise defined in the Contract Documents the following definitions and abbreviations shall apply wherever used.

The words directed, required, permitted, ordered, requested, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like import, refer to actions, expressions, and prerogatives of the Engineer.

Command type sentences are used but are not exclusive of other directives, throughout these Standard Specifications. In all cases the command expressed or implied is directed to the Contractor.

The specifications contained herein are divided into categories: (1) Division; (2) Section; and (3) Subsection, and are designated as in the following example:

- | | | |
|-----------------|--|---|
| (1) Division: | DIVISION TWO — GENERAL TECHNICAL REQUIREMENTS | |
| (2) Section: | 204 | EXCAVATION, EMBANKMENT, BEDDING AND BACKFILL |
| (3) Subsection: | 204.02.06 | Select Backfill Material |
| | or | |
| | 204.02.06A | Bank-Run and River-Run Gravel |

In Division I - General Requirements paragraphs under subsections are alphabetical with subparagraphs numbered (1), (2), etc.

101.01 DEFINITIONS

Acceptance of Work

All work required by the Contract Documents will be considered accepted upon approval of the Certificate of Completion by Owner.

Acts of God

An act of God is to be construed to mean an earthquake, flood, cloudburst, tornado, hurricane or other phenomenon of nature of catastrophic proportions or intensity.

Advertisement

The public announcement inviting bids for work to be performed or materials to be furnished.

Attorney

The City Attorney of the City of Newberg, Oregon.

Bid

The offer of a Bidder, titled Proposal, which is the basis of the Contract, submitted on Owner's official Bid form, to perform stated work at a price or prices quoted.

Bid Bond

The bond required to be submitted with each Bid as described in Subsection 102.06 as a Bid Guaranty, which assures that the bidder will enter into a contract if his bid is accepted, synonymous with bid security.

Bidder

Any individual, firm, co-partnership, corporation, or combination thereof, submitting a Bid in response to the advertisement calling for bids on the work contemplated in the Contract.

Certificate of Completion

Standard Owner's form which must be signed by the Contractor.

Certificate of Compliance

Standard Owner's form which must be signed by the Contractor stating compliance with the Contract Documents.

Change Order

A written order issued by the Engineer to the Contractor directing changes in the work, subject to approval of Owner.

Contract Cost

The aggregate amount of price promised to be paid by Owner to Contractor upon fulfillment of the Contract.

Contract

The document entitled contract or agreement which is executed by the Contractor and the Owner, authorizing ordinance, the advertisement calling for bids, the bid, instructions to bidder, plans, all specifications, addenda, permits, performance bond, insurance certificates, and change order for any approved revisions made during the performance of the work to any of the above listed documents, collectively referenced as the contract documents.

Contract Item

A specific unit of work for which a price or basis of payment is provided in the Contract.

Contractor

Any individual, firm, co-partnership, corporation or any combination thereof who has or have entered into a Contract with the Owner for a particular project. In the case of work being done under permit issued by the Owner, the permittee shall be construed to be the Contractor.

Day

Calendar day, any and every day shown on the calendar, Sundays and Holidays included.

Easement

The right to use a defined area of property for specific purpose or purposes as set forth in the specifications.

Engineer

The City Engineer of the City of Newberg acting either directly or through authorized representatives.

Foreign Contractor

Contractor who is not domiciled in or registered to do business in the State of Oregon.

Improvement

General term encompassing all phases of work to be performed under a Contract for a Local Improvement District and is synonymous with the term Project or work.

Inspector

The authorized representative of the Engineer whose authority, instructions, and decisions shall be limited to the particular duties and responsibilities entrusted to him in making detailed inspections of any or all portions of the work or materials therefor.

Lump Sum

A method of payment providing for one all-inclusive payment for the work described to be done, complete and accepted without further measurement, as such work is covered under the applicable lump sum pay item.

Manager

The City Manager of the City of Newberg acting either directly or through authorized representatives.

Notice

A written communication delivered by hand or by mail to the authorized individual, member of the firm or officer of the corporation for which it is intended. If delivered or sent by mail it shall be addressed to the last known business address of the individual, firm or corporation. In the case of a Contract with two (2) or more persons, firms or corporations, notice to one shall be deemed notice to all.

OSHD Standard Specification

The latest edition of the Specification Document published by the State of Oregon entitled Standard Specifications for Highway Construction, Oregon State Highway Division. This document is available from the Oregon State Highway Division, Salem, Oregon.

Owner

The City of Newberg, acting through its legally constituted City Council.

Performance and Payment Bond

The bond submitted by the Contractor and his surety as specified in the Contract and as more fully described in Subsection 103.06.

Plans

The official Plans, profiles, cross sections, elevations, details and other working, supplementary and detail drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

Prequalification

Process for pre-screening contractors.

Project

General term encompassing all phases of the work to be performed under the Contract and is synonymous with the term Improvement or Work.

Proposal
See Bid.

Provide

When related to an item of work, the word provide shall be understood to mean furnish and install the work complete in place.

Reference Specifications

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

Responsible and Responsive Bidder

This term denotes a bidder who has the capability in all respects to perform fully the contract, and the integrity and reliability which will assure good faith performance and who has submitted a bid under a competitive sealed bid which conforms in all respects to the invitation for bids so that all bidders may stand on equal footing with respect to method and timeliness of submission and as to the substance of any resulting contract.

Right-of-Way

A general term denoting public land, property, or interest therein, acquired for or devoted to a public street, public access or public use.

Roadway

That portion of a street and its appurtenances between curbs, gutters, or ditches, primarily used for vehicular traffic.

Shop Drawings and Submittals

Supplementary plans or data or other information which the Contract requires the Contractor to submit to the Engineer.

Shown

As used herein, the word shown, or as shown, shall be understood to refer to work shown on the Plans in the Contract.

Special Specifications

Requirements peculiar to the project and changes and modifications of the Standard Specifications.

Specified

As used herein, the word specified, or as specified, means as required by the Contract.

Standard Plans or Drawings

Details of structures, devices, or instructions adopted by Owner as a standard and referred to in the Contract.

Standard Specifications

The terms, directions, provisions and requirements set forth herein.

Station

A distance of 100 feet measured horizontally along the established centerline of a street, sewer, or other work, unless specified otherwise.

Street

Any street, avenue, boulevard, alley, lane, bridge, bicycle path, road, public thoroughfare or public way and any land over which a right-of-way has been obtained or granted for any purpose of public travel.

Subcontractor

An individual, partnership, firm, corporation, or any combination thereof, to whom the Contractor sublets part of the Contract.

Substantial Completion

The work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, it is sufficiently complete in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended.

Surety

The corporate body which is bound with and for the Contractor, for the acceptable performance of the Contract, and for his payment of all obligations arising out of the Contract.

Unit Price

A Contract item of work providing for payment based on specific unit of measurement; e.g., linear foot or cubic yard.

Use of Pronoun

As used herein, the singular shall include the plural, and the plural the singular; any masculine pronoun shall include the feminine or neuter gender; and the term "person" includes natural person or persons, firm, co-partnership, corporation or association, or combination thereof.

Utility

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

Work

All material, labor, tools, equipment, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

Working Day

Calendar day, any and every day shown on the calendar, excluding Saturdays, Sundays and Legal Holidays.

101.02 ABBREVIATIONS

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute

ANSI	American National Standards Institute
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforced Steel Institute
DEQ	Department of Environmental Quality
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
ITE	Institute of Traffic Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NLMA	National Lumber Manufacturer's Association
ORS	Oregon Revised Statutes
OSHA	Occupational Safety and Health Administration
OSHD	Oregon State Highway Division
PCA	Portland Cement Association
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
USASI	United States of America Standards Institute
WWPA	Western Wood Products Association

102 INSTRUCTIONS TO BIDDERS

102.01 EEO AFFIRMATIVE ACTION

Bidders must comply with the City of Newberg's Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents.

102.02 PREQUALIFICATION OF BIDDERS

Prequalification application forms may be obtained from the City Engineer's Office, Newberg, Oregon. All bidders must be prequalified. Prequalification applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279.039, and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice.

102.03 FORM OF BID

A. Bidders shall enclose the bid, bid bond, certified check or cashier's check in a sealed, labeled, and addressed envelope and file as required in the Notice to Contractors. The outside of the envelope should

plainly identify: the Project name and the Bid Opening date.

B. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete bid, all applicable blanks giving general information must be filled in and the bid signed by the Contractor or a duly authorized agent. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids.

C. Unless otherwise specified, bidders shall bid on all bid items included in the bid and the low bidder shall be determined as noted in Subsection 103.01, AWARD OF CONTRACT. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.

D. State whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state his position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

102.04 WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

A. A bid may only be withdrawn on written or telegraphic request of the bidder and received by the owner prior to the scheduled closing time for filing bids.

B. Prior to Bid Opening, changes may be made provided the change is initialed by the bidder or his agent. If the intent of the bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

102.05 LATE BIDS

Bids received after the scheduled closing time for filing bids, as set forth in the invitation for bids will be rejected and returned unopened to the bidder unless such closing time is extended by Owner.

102.06 BID GUARANTY AND ORGANIZATION

Unless covered by an annual bid bond, filed with the Owner, in an unencumbered amount sufficient to cover all pending bids, all bids must be accompanied by a Bid guaranty guaranteeing that the bid will be irrevocable for 30 days, unless specified otherwise, in the form of a certified check or cashier's check payable to the order of the Owner, or a bidder's bond in such form as is approved by the City Attorney in an amount of at least ten percent (10%) of the amount of the bid. Such bid guaranty shall be forfeited as liquidated damages if the bidder shall fail or neglect to furnish a performance bond and insurance, if required, and to execute and return the contract within fifteen (15) days after issuance of the Contract.

102.07 INTERPRETATION OF CONTRACT AND ADDENDA

A. If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder requests additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Engineer at least five (5) days before the scheduled closing time for filing bids.

B. If, in the opinion of the Engineer, additional information or interpretation is required, an addendum will be issued to all known specification holders.

C. Any addendum or addenda issued by the Owner which may include changes, corrections, additions, interpretations or information, and issued forty-eight (48) hours or more before the scheduled closing time for filing bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all contractors who have obtained copies of the Contract for the purpose of bidding thereon, but failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith if he is awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE OWNER TO PROSPECTIVE BIDDERS SHALL NOT BIND THE OWNER.

102.08 EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.

B. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Contractor as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

C. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

102.09 FAMILIARITY WITH LAWS AND ORDINANCES

The Bidder is presumed to be familiar with all Federal, State, and local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, he shall immediately report it to the Owner in writing.

102.10 UNIT BIDS

A. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The Owner does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement.

B. Bidders must include in their bid prices the entire cost of each item of work set forth in the bid, and when, in the opinion of the Owner, the prices in any bid are obviously unbalanced, such bid may be rejected.

C. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

102.11 REJECTION OF BIDS

A. Owner reserves the right to reject any or all bids in whole or in part or waive irregularities.

B. This invitation to bid does not commit the City to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

102.12 CONFLICT OF INTEREST

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

102.13 INELIGIBILITY FOR PUBLIC CONTRACTS FOR FAILURE TO PAY PREVAILING RATE OF WAGE

The bidder, in submitting the bid, does thereby certify that the bidder is not ineligible to receive a contract for a public work, as set forth in ORS 279.361 and agrees, if awarded a contract, that every subcontractor will be required to certify compliance thereto, said certification to be filed with the Engineer prior to such subcontractor commencing any work under the contract.

102.14 ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at \$500,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or in securing exemption or partial exemption from the requirements of ORS 654.150, (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Whether or not ORS 654.150 is applicable to the project is the sole responsibility of the Contractor.

103 AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

A. The award will be made by Owner to the Bidder submitting the lowest, responsible and

responsive bid. In determining the lowest acceptable bid, Owner may take into account, among other factors, the prices bid, discounts, if any, time of completion or delivery proposed, as between equal bids, the relative merits and performance of any item specifically proposed by the Bidder, any variation in maintenance and guaranty period specially proposed by the Bidder in excess of any minimums specified, the realistic balance of prices in the bids for various parts or units of work and the experience and ability of Bidder to perform the work.

B. While price extensions are required as a matter of convenience, in the event of error in extensions, the unit prices bid shall govern. In the event of discrepancy between the written and numerical amounts, the written prices will govern.

C. Determination of the lowest Bidder and award are subject to review and determination by the Attorney as to legal sufficiency of any bid submitted.

D. Award and tender of contract, if it be awarded, shall be made within forty-five (45) calendar days, unless otherwise specified, after the date of opening of bids.

103.02 EXECUTION OF CONTRACT

The Bidder to whom award is made shall execute and return the Contract in the required number of copies, and shall furnish a performance bond and other required bonds and insurances satisfactory to Owner within fifteen (15) days after issuance of the Contract.

103.03 FAILURE TO EXECUTE CONTRACT

Failure on the part of the Bidder to whom the Contract is awarded to execute the Contract and to deliver the Contract and required performance bond and insurance as provided for in Subsection 103.02 shall be just cause for cancellation of the award, withdrawing tender of the Contract and forfeiture of the Bid Guaranty to Owner. The forfeited Bid Guaranty shall become property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-advertised, or otherwise, as the Owner may decide.

103.04 RETURN OF BID GUARANTY

Upon the execution of the contract and bond by the successful bidder, the bid guaranty shall be returned. The bidder who is awarded a contract and who fails promptly and properly to execute the contract or bond shall forfeit the bid guaranty that accompanied the bid. The bid guaranty of unsuccessful bidders will be returned after the bids have been opened and the contract has been awarded, and shall not be retained after the contract has been duly signed. The owner reserves the right to retain the bid security of the three (3) lowest bidders until the award contract has been signed and returned.

103.05 TRANSFER OF CONTRACT AND INTERESTS THEREIN

A. Excepting Surety assignment under the performance and payment bond, the Contract is not assignable to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transfer or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, nor any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise from the contract.

B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

103.06 PERFORMANCE AND PAYMENT BOND

At the time of execution of the Contract, the Contractor shall furnish Performance and Payment Bond or Bonds approved by the Owner and Attorney in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Proposal, conditioned upon a compliance with and fulfillment of all terms and provisions of the Contract, including maintenance, repair and replacement, and all applicable laws and prompt payment, as due, to all persons supplying labor and/or material for prosecution of the work.

103.07 PROOF OF CARRIAGE OF INSURANCE

Work shall not commence until all insurance required in the Contract has been obtained and a certificate thereof has been approved by the Attorney. Contract shall maintain insurance throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

103.08 FOREIGN CONTRACTOR

A foreign Contractor awarded a contract with a price exceeding \$10,000, under provisions of ORS Chapter 279, shall promptly report to the Department of Revenue on forms to be provided by the Oregon Department of Revenue the total contract price, terms of payment, length of contract and such other information as may be required before final payment can be received on the public contract. Final payment shall not be made until this provision has been accomplished.

104 SCOPE OF WORK

104.01 PLANS AND SPECIFICATIONS

The Contract Documents will govern the work to be done. Anything mentioned in the Specifications and not shown on the Plans and detailed drawings, or shown on the Plans and detailed drawings and not mentioned in the Specifications, shall be of like effect as though shown or mentioned in both. Specifications and Plans referred to in any of the Contract Documents shall be considered as being included in the document in which such reference is made. When a particular Standard Plan or Specification is referred to, such reference shall be to the Standard Plan or Specification which is in force at the time of advertising for bids. The phrases, "Contractor shall", "Contractor will", etc. may not always be specifically stated in all paragraphs but is considered understood where not specifically stated otherwise.

104.02 PRECEDENCE OF CONTRACT DOCUMENTS

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

1. Contract
2. Addenda
3. Bid
4. Permits from outside agencies required by law
5. Special Specifications (Provisions)
6. Plans
7. Standard Plans and Standard Details
8. Standard/Technical Specifications

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over Contract Documents listed above.

104.03 SHOP DRAWINGS AND OTHER SUBMITTALS

A. Plans furnished and included with Specifications indicate the work proposed and the results that are intended to be accomplished.

B. Unless otherwise specified, furnish six (6) copies of all layout, detail, shop and working drawings requested by the Engineer. Shop drawings shall be of sufficient size and scale to clearly show details. After review and approval by the Engineer, two copies will be returned to the Contractor.

C. By approving and submitting shop drawings, product data and samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents and that he is satisfied they conform to the contract documents.

D. All required shop drawings, product data and samples shall be furnished to the Engineer for his review and any required testing before any of the work or related work is performed or products or material ordered prior to the Engineer's review and completion of any testing will be at Contractor's risk.

E. The Engineer will review all shop drawings, product data and samples and conduct such tests as are required by the contract documents within a reasonable time but in no event will Engineer be required to complete such review or conduct such tests in less than fourteen (14) days after submission. the engineer will return marked-up submittal copies indicating one of the following actions:

1. If review and checking indicate no exceptions, copies will be returned marked "NO EXCEPTIONS TAKEN" and work may begin immediately on incorporating the material or equipment covered by the submittal into the work.

2. If review and checking indicate limited corrections are required, copies will be returned marked "Make Corrections noted," and upon making the corrections noted, work may begin immediately to incorporate the material or equipment covered by the submittal into the work.

3. If review and checking indicate insufficient or incorrect data have been submitted, copies will be returned marked "REVISE AND RESUBMIT." No work may begin on incorporating the material or equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" OR "MAKE CORRECTIONS NOTED."

4. If review and checking indicate the material or equipment submittal is unacceptable, copies will be returned marked "REJECTED." No work may begin on incorporating the material or equipment covered by this submittal into the work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" OR "MAKE CORRECTIONS NOTED."

5. If review and checking indicate additional information is required, copies will be returned marked "SUBMIT SPECIFIED ITEM." Work may begin immediately on incorporating the material or equipment covered by the submittal into the work, only if it is not affected by the item to be submitted. If any material or equipment is affected, no work may begin on incorporating that material or equipment into the work until it and the submittal are submitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

F. The review by the Engineer of any shop drawings, product data, samples, construction methods and equipment or other submittals is only for conformance with the general design concept of the project and does not extend to consideration of structural integrity, safety, detailed compliance with contract requirements, or any other obligation of the Contractor. Any action shown is subject to the requirements of the plans and specifications. The contractor is responsible for confirming and correlating all dimensions; fabricating and construction techniques; coordinating his entire work in strict accordance with the contract documents. The review does not relieve Contractor from his obligation fully to perform all contract requirements, nor shall such review give rise to any right of action or suit in favor of Contractor or third persons, against Engineer or Owner.

104.04 CHANGES IN THE WORK

A. Without invalidating the Agreement and without notice to a surety by the Owner, Owner may, at any time, order additions, deletions or revisions in the Work: these will be authorized by a written amendment, a Change Order, or a work directive change.

B. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

104.05 FORCE ACCOUNT WORK

A. The Contractor shall perform work on a force account basis upon written notice by the Engineer. If the Engineer determines the work increases the amount due under the Contract, payment will be made pursuant to Subsection 109.04 A 3 Method 3 FORCE ACCOUNT WORK.

B. The Contractor must maintain records in such a manner as to provide a clear distinction between direct cost of work performed on force account basis and costs of all other operations performed in connection with the Contract.

C. Daily, furnish to Engineer signed reports itemizing materials used and setting forth the cost of labor and charges for equipment rental, delineating whether said equipment is Contractor or Subcontractor owned. Provide names, identifications, and classifications of workmen, the hourly rate of pay and hours worked, and the size, type, and identification number of equipment and hours of equipment operation.

D. Substantiate material charges by vendor's invoices, submit such invoices with the reports; or, if not available, submit with subsequent reports. In the event said vendor's invoices are not submitted within 30 days after completion of the force account work owner reserves the right to establish the cost of such materials.

E. The Engineer will compare his records with the reports furnished by the Contractor, make any necessary adjustments, compile the costs of work paid for on a force account basis and issue a change order covering the work.

104.06 SALVAGE

A. When shown or specified, carefully salvage and stockpile within the construction area all castings, pipe and any discarded facilities, to be disposed of by owner.

105 CONTROL OF WORK

105.01 AUTHORITY OF THE ENGINEER

A. The Engineer will decide all questions which may arise as to quantity, quality, and acceptability of materials furnished and work performed, the rate of progress of the work; interpretation of the Plans and Specifications; the measurement of all quantities; and the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer's estimates, decisions and approval signify favorable opinion and qualified consent; it does not carry with it certification or assurance of completeness, quality or accuracy concerning details. Such approval does not relieve Contractor from responsibility for errors, improper fabrication, improper construction methods, non-conformance to requirements or for deficiencies within his control.

B. It is further understood that all work to be done under the Contract will not be considered completed until it has passed final inspection by the Engineer and is accepted by the Owner. It is further understood that the authority of the Engineer is such that the contractor shall at all times carry out and fulfill the instructions and directions of the Engineer insofar as they concern the work to be done under the Contract.

C. The Engineer shall have the authority to order unacceptable work to be corrected, removed or replaced, and unauthorized work to be removed and, pending completion of such order, to deduct the estimated cost thereof from any monies due, including retainage, or to become due the Contractor. This authority shall take precedence over any and all requirements of the specifications for payment set forth elsewhere in the specifications.

D. In the Engineer's sole discretion, minor defects in the work may be accepted subject to a reasonable deduction from the Contract price or other credits to the owner. Such determination by Engineer shall be final.

E. The Engineer is not authorized to waive any written notice required of the Contractor by the Contract.

105.02 AUTHORITY AND DUTIES OF INSPECTORS

A. Engineer may appoint assistants to inspect all materials used and all work done. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of materials to be used. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the contract. An Inspector is placed on the work to keep the Engineer informed of progress of the work and the manner in

which it is being done. In addition, the Inspector shall call to the attention of Contractor any deviation from the Plans, or Specifications.

B. An Inspector will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the Plans and Specifications under this Contract. Furthermore, the Inspector is not authorized to waive any written notices required by the Contract. The Inspector will have authority to reject defective material and to suspend any work that is being improperly done, subject to final decision by the Engineer.

105.03 RESPONSIBILITY OF CONTRACTOR

A. Do all work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with the Contract. Be obligated to determine and be responsible for the method of construction.

B. Contractor shall be solely liable for any accident, loss or damage happening to work referred to in the Contract prior to completion and acceptance thereof.

105.04 NOTIFICATION OF UTILITIES AND AGENCIES

A. Obtain prior approval from the Engineer for closing or partial closing of any street. Give at least two working days advance notice of such closure to all agencies providing emergency services, including without limitation police, fire and ambulance services. Notification shall include, but not be limited to the time of commencement and completion of work, names of streets or location of alleys to be closed, or partially closed, schedule of operations and routes of detours where applicable.

B. When performing work in streets and easements, whether inside or outside Owner's legal boundaries, notify all of the affected utilities and local agencies about the operations so as to properly coordinate and expedite the work in such a manner as to cause the least amount of conflict and interference between the operations and those of other agencies.

C. The Contractor and its subcontractors must comply with all provisions of ORS 757.541 to 757.571 including notification of all owners of underground facilities at least forty-eight (48) business day hours but not more than ten (10) business days before beginning work. Notify the following utilities and agencies in writing at least two working days before commencing any work on the project:

City of Newberg, Public Works Division
Yamhill County Public Works
General Telephone Exchange
Newberg School District
TCI Cable Television
Northwest Natural Gas Co.
Portland General Electric Company

D. Owner shall relocate or cause to be relocated all privately or publicly owned utility conduits, lines, poles, mains, pipes and such other facilities within the jurisdiction and control of Owner where such relocation is necessary in order to conform said utility and other facilities with the plans and ultimate requirements of the project. If desirable for specific reasons, or for convenience of field operations, contact the above listed utilities.

105.05 UTILITIES AND EXISTING IMPROVEMENTS

A. Information shown as to location of existing water courses, drains, sewer lines or utility lines is provided for Contractor's information and convenience and is not, in any way, warranted to be accurate by Owner. Contractor shall verify all such information and shall deal with varying conditions at its own expense.

B. Operation of water valves and hydrants by unauthorized personnel is strictly prohibited. Obtain written permission from and pay any fee required from the City of Newberg prior to using hydrant water.

C. Provide for the flow of sewers, drains, or water courses interrupted during the progress of the work, and restore such drains or water courses as approved by the Engineer, at no additional cost to Owner.

D. Be responsible for all costs for the repair of any and all damage to any utility, whether previously known or disclosed during the work, as may be caused by the work. Maintain in place utilities not shown on the drawings to be relocated or altered by others. If Contractor requires temporary relocation, for his convenience or because of his method of construction or as a result of site conditions, Contractor shall bear all costs for said temporary relocation. Maintain utilities which have been relocated by others in their relocated positions in order to avoid interference with structures which cross the project work.

E. Make excavations and borings ahead of work, as necessary, to determine the exact location of interfering utilities or underground structures. When this is not feasible or practical or the need for such work was not foreseen, the utility owners or the Owner shall have the right to enter upon the right-of-way and upon any structure therein for the purpose of making new installations, changes or repairs. Conduct operations so as to provide the time needed for such work to be accomplished during the progress of the improvement, at no additional cost to the owner.

F. It is understood that there will be interfering utilities, service laterals, and other underground pipes, drains or structures encountered on underground projects that are not shown or are shown incorrectly on the plans and/or have not been previously discovered in the field. Contractor agrees this is a normal and usual occurrence in the construction of underground improvements. Furthermore, bidders understand and agree that work in some cases must be done in close proximity to said utilities and underground pipes, drains, and structures not shown or shown incorrectly on the plans which may require a change in operations and may cause sloughing of the trench, additional traffic control, additional pavement and backfill costs, and time; the Contractor agrees that a reasonable number of these occurrences are usual and ordinary on underground projects and are reflected in the bid and plan of operation.

G. The Engineer will require a reasonable amount of time to perform design changes necessitated by directly conflicting utilities and/or the utility owners will require a reasonable amount of time to make necessary utility relocations.

H. The Bidders agree to provide for these conflicts and interferences and agree to provide for a reasonable amount of time for design changes and/or utility relocations due to said interference in the bid and understand that no additional compensation for interruption of schedule, extended overhead, delay or any other impact claim or ripple effect or any other costs whatsoever or additional time will be made for these conflicts or interferences.

105.06 SURVEY SERVICE

A. Give notice to Engineer not less than three working days in advance of when survey services will be required in connection with the laying out of any portion of the work.

B. Engineer will furnish and set construction stakes establishing lines and grades as he determines necessary for all work under the Contract.

C. Engineer will furnish appropriate offset lines and grades as he deems necessary for all projects involving trenching operations. Contractor will be responsible for the transfer of the offset lines or grades into the ditch, to batterboards, or any other point within the work. Work done without lines and grades having been established by the Engineer or work done beyond the lines and grades will be considered as unauthorized and will not be paid for and may be ordered removed, replaced, or corrected at no expense to the Owner.

105.07 PROTECTION OF SURVEY MARKERS

A. Permanent Survey Markers

Notify the Engineer not less than three working days prior to starting work in order that the Engineer may take necessary measures to ensure the preservation of survey monuments, stakes, lot stakes and bench marks. Do not disturb permanent survey monuments, stakes, lot stakes or bench marks without the consent of Engineer, and notify Engineer and bear the expense of replacing any that may be disturbed.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, preserve the monument and adjust the monument cover to the new grade at no expense to Owner.

B. Construction and Survey Markers

Preserve construction survey stakes and marks for the duration of their usefulness during construction. If any construction survey stakes are lost or disturbed through negligence of Contractor, and in the judgment of the Engineer need to be replaced, such replacement shall be by the Engineer at the expense of Contractor. The cost of replacement shall be charged against, and shall be deducted from payments for Contract work.

105.08 PROTECTION OF PROPERTY

A. Protect all public and private property, insofar as it may be endangered by operations and take every reasonable precaution to avoid damage to such property.

B. Restore and bear the cost of any public or private improvement, facility, structure, or land and landscaping within the right-of-way or easement which is damaged or injured directly or indirectly by or on account of an act, omission, or neglect in the execution of the work. Restore to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise effecting restoration thereof, or if this is not feasible, make a suitable settlement with the Owner of the damaged property.

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

D. Protect all designated trees, lawns and planted areas within the right-of-way or easements. Restore all on-surface disturbed areas, by methods as set forth in the technical specifications. If conditions are such that the method specified cannot be done, provide erosion control surface covering of such quality

and quantity as will prevent erosion from occurring, without adverse impacts to the environment, if required by conditions existing at the site, at no additional cost to the Owner.

E. Review with Engineer the location, limits and methods to be used prior to clearing work. Clearing and grubbing shall be performed in strict compliance with all local, State and Federal laws and requirements pertaining to clearing and burning, and particularly in conformity with the provisions of ORS Chapter 477, and all subsequent amendments, which require, among other things, filing with the State Forester a general description of the right-of-way to be cleared before the start of clearing operations. Obtain the required permit from the State Forester and perform clearing work in conformance thereto.

105.09 USE OF WORK DURING CONSTRUCTION

A. Owner shall have the right to take possession of and use any completed or partially completed portions of the Work. Such use shall not be considered as final acceptance of the Work or portions thereof.

B. Such action by Owner will not relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic, action of the elements, Contractor's operations, defective work, or negligence, or from any other cause, except for injury or damage resulting from Owner's negligence. Contractor will not be required to again clean up such portions of the Work prior to final acceptance, excepting for such clean up as results from Contractor's operations or defective work. Use of any completed or partially completed portions of the work does not relieve Contractor from the warranty responsibility nor shall the warranty period commence to run until final completion and acceptance of the work.

105.10 FURNISHING TEMPORARY SERVICES AND FACILITIES

Install, furnish and maintain temporary light, power, water and any temporary services or facilities complete with connecting piping, wiring, lamps, and similar equipment during construction of the work, including testing and start up. Remove temporary facilities upon completion of work. Obtain all permits and bear all costs in connection with temporary services and facilities. Conform to applicable statutes, rules, codes, and other requirements in the use of these facilities.

105.11 VERBAL AGREEMENTS OR REPRESENTATIONS

No verbal agreement or conversation by or with any officer, agent or employee of the Owner, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Any such verbal agreement or conversation is in no way binding upon Owner.

105.12 WATER AND AIR POLLUTION CONTROL

A. During the term of the Contract, Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal government, City of Newberg guidelines, as well as other local Ordinances and Resolutions designed to prevent, control, and abate water and air pollution.

B. During all phases of the work, or when directed, protect work sites, storage and disposal areas from washout and erosion, and take precautions to control or abate dust nuisance and air pollution by cleaning up, sweeping, sprinkling, covering, enclosing or sheltering work areas, and stockpiles, and by promptly removing from paved streets earth or other material which may become airborne or may be washed into waterways or drainage systems.

105.13 NOISE

- A. Conform and comply with applicable noise regulations of the City of Newberg.

105.14 ACCESS TO THE WORK

- A. Provide access to the work for representatives of the owner, the State of Oregon, the Federal Government, and other entities having jurisdiction in the area.

B. Allow access to Engineer or his representatives to all parts of the work and to plants of manufacturers at all times. Furnish them with every reasonable facility for ascertaining if the work meets requirements and intent of the Contract.

105.15 DEFECTIVE OR UNAUTHORIZED WORK

- A. All work which does not conform to the requirements of the Contract shall be considered as unacceptable.

B. Upon discovery immediately remove unacceptable and defective work and replace by work and materials which conform to the Contract. This provision shall have full effect regardless of the fact that the unacceptable work may have been done or the defective materials used with the full knowledge of the Inspector.

105.16 RAILROAD CROSSINGS OR RIGHT-OF-WAY

Submit a schedule of proposed operations to the Engineer whenever the project or work thereunder involves the crossing of any railroad line or the encroachment on any railroad right-of-way. This schedule shall be approved by the appropriate railroad officials and the Engineer before the work is started within such area. Pay for services of flag persons and/or watch persons furnished by the railroad company and provide and drive piling, set cribbing, build bridges or tunnels, install enclosing pipe and do all other work required by the railroad company or necessary for safety or maintenance of railroad traffic, including working on weekends, holidays and providing extra shifts. Furnish any bond or insurance required of the Owner by the railroad company as a result of such intended operations and indemnify Owner for any and all expenses incurred by Owner, and assume any and all liability or claims thereof imposed on Owner as a result of operations in railroad right-of-way area. Bear all costs resulting from interferences, obstructions or liabilities set forth in this Specification, whether or not herein specifically mentioned.

106 CONTROL OF MATERIALS

106.01 PREFERENCE FOR USE OF OREGON PRODUCTS

Preference may be given to services, articles or materials produced or manufactured in Oregon, if price, fitness, availability and quality are otherwise equal. These provisions do not apply to Contracts on projects financed wholly or in part by Federal funds.

106.02 QUALITY OF WORK

Materials, parts, products and equipment which are to be incorporated into the work shall be new and shall conform to the Contract Documents.

106.03 SAMPLING AND TESTING

A. Tests of the work may be made by Owner at any time during construction of the work or during the production, fabrication, or preparation and use of materials, parts, products and equipment.

B. Owner reserves the right to require samples and to test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer.

C. When such tests of the work are necessary, as determined by the Engineer, such tests will be made by and at the expense of Owner unless otherwise specified. Provide such facilities and cooperate as required for collecting and forwarding samples and do not incorporate into the work until tests have been made and found acceptable. In all cases furnish the required samples without charge and in ample time to permit testing prior to use. Provide safety measures and devices to protect those who take the samples.

D. In the absence of any reference Specification it shall be understood that materials shall meet the Specifications and requirements of the American Society for Testing and Materials (ASTM), or the American Association of State Highway and Transportation Officials (AASHTO), as directed by the Engineer. When there is no pertinent coverage under ASTM or AASHTO, the material concerned shall meet Specifications and requirements of applicable Commercial Standards of the Commodity Standards Division of the U.S. Department of Commerce. Lacking such coverage, materials shall meet requirements established by reputable industry for a high-quality product of the kind involved.

E. All testing shall be performed by the testing laboratory or by the Engineer or as directed by the Engineer.

F. In the event Engineer requests tests, and the work fails, the contractor shall bear all costs for all subsequent testing necessary to meet specified requirements.

106.04 CERTIFICATION

The engineer in his sole discretion may in lieu of any other required sampling and testing accept from contractor two copies of the manufacturer's certification with respect to the product involved, under conditions set forth as follows:

1. Certification shall state that the named product conforms to Owner's requirements and that representative samples thereof have been sampled and tested as specified.

2. Certification shall either be accompanied with a certified copy of test results, or certify that such test results are on file with the manufacturer and will be furnished to Engineer upon request.

3. Certification shall give the name and address of the manufacturer and the testing agency and the date of tests; and shall set forth the means of identification which will permit field determination of the product delivered to the project as being the product covered by the certification.

4. Contractor shall not be responsible for any costs of certification or for any costs of the sampling and testing of products in connection therewith.

106.05 INSPECTION BY OTHERS

Inspection of work by persons other than representatives of the Owner will not constitute inspection by Owner.

106.06 STORAGE AND PROTECTION OF ITEMS OF WORK

Store items to be incorporated into the work to assure the preservation of their quality and fitness for the work. Stored items, even though approved before storage, may be reinspected and are subject to rejection prior to being incorporated into the work. Stored items shall be located so as to facilitate their prompt inspection.

106.07 TRADE NAMES, EQUALS OR SUBSTITUTIONS

A. In order to establish a basis of quality, certain processes, types of machinery or equipment or kinds of materials may be specified either by description of process or by designating a manufacturer by name and referring to his brand or product designation or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment or materials of equal value, utility or merit.

B. Whenever a process is designated or a manufacturer's name, brand or item designation is given or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or equal" follow such name, designation, or description, whether in fact they do so or not. This "or equal" clause is not a warrantee, either expressed or implied by Owner that an equal exists.

C. The Contractor may offer to furnish materials or equipment of equal or better quality and performance other than that specified as a substitute after the contract is executed. If the offer necessitates changes to or coordination with any other portion of the work, the data submitted shall include drawings and details showing all such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment. Acceptance by the Engineer shall not relieve the Contractor from full responsibility for the efficiency, sufficiency, quality and performance of the substituted material or equipment in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the Contract price and the contract shall be appropriately modified by Change Order.

D. If the Bid includes a list of equipment, materials or articles for which Contractor must name the manufacturer at time of submission of the bid, no substitutions therefore will be permitted.

E. All materials or equipment of equal or better quality offered by the Contractor for substituting shall be approved by the Engineer prior to incorporation into the project.

107 LEGAL RELATIONS AND RESPONSIBILITIES

107.01 LAWS AND REGULATIONS

A. Comply with all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of work. Observe and comply with all such laws, ordinances, regulations, orders and decrees. Protect and indemnify Owner and his representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor, his subcontractors, suppliers of materials or services, or others engaged by the Contractor, or their employees.

B. In addition to those set forth herein, the Statutes of the State of Oregon for public works contracts, Chapter 279, are incorporated by reference into the Contract.

107.02 SUBCONTRACTORS

A. After contract award and notice of contractor subcontractor agreements have been submitted, work shall not be transferred or subcontracted without prior consent of Owner.

B. Use of subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with Owner.

C. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontractor's agreements will also provide that they are assignable to the Owner at Owner's option, in the event this agreement is terminated for default of Contractor.

107.03 NO WAIVER OF LEGAL RIGHTS

Owner shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and his Sureties such damages as it may sustain by reason of his failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by Owner, or by any representative or agent of the Owner, of the whole or any part of the work, nor any extension of time, nor any possession taken by Owner, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

107.04 OTHER CONTRACTS

A. The Owner reserves the right to award other contracts or issue permits for work that may require coordination with the work to be performed under this contract.

B. When separate contracts or permits are awarded or issued for different portions of the Project, "the Contractor" in the contract documents in each case shall be the contractor who signs each separate contract.

C. Mutual Responsibility of Contractors - The contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work,

and shall properly connect and coordinate his Work with theirs.

D. If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate Contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other Contractor's work as fit proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

E. Should the Contractor cause damage to the work or property of any separate contractor which results in a claim against the Owner, and if the claim is not satisfied by contractor and the separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend if requested such proceedings at the contractor's expense, and if any judgment or award against the Owner arises therefrom the contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

F. The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete the Work except as otherwise specifically provided in the Contract. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

G. If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the several contractors as the Engineer shall determine to be just.

107.05 LIABILITY AND INDEMNIFICATION

The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the Owner, to the Engineer, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever.

The Contractor shall defend, indemnify, and hold harmless the Owner, the Design Engineer, and their officers, agents and employees from all claims, loss, damage, and injury of every kind directly or indirectly arising out of this Contract. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the Owner connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury.

The Contractor shall not be liable for, nor be required to defend, or indemnify the Owner or the Design Engineer relative to any claim, loss, damage, or injury resulting solely from acts or omissions by the Owner, the Design Engineer, or their officers, agents or employees. The Contractor shall not be liable for, not be required to defend, or indemnify the Owner or the Design Engineer relating to any claim loss, damage, or injury arising from the use of any maps, drawings, reports, surveys, designs, or specifications furnished by the Owner, Design Engineer, or their officers, agents, or employees.

Any specific duty or liability imposed or assumed by the Contractor, as may be otherwise set forth in the Contract documents, shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section.

The Contractor shall assume all responsibility for the work.

107.06 INSURANCE

A. General

1. The Contractor shall provide and maintain during the life of this Contract the insurance coverage designated hereafter. All costs for such insurance shall be born by the Contractor and shall be included in the contract price.

2. Prior to execution by the Owner and before commencing work under this Contract, Contractor shall furnish the Engineer with certificates of insurance specified herein showing the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates, description of operations covered, and containing substantially the following cancellation provision:

"The insurance covered by this certificate will not be canceled or materially reduced, except after 30 days written notice has been received by the Owner."

3. In case of the breach of any provision of this Article, the Owner, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper. The Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. Review and Approval of Insurance

The Contractor shall not commence work under this Contract nor allow any subcontractor to commence work on a subcontract until the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the Attorney. All policies or insurance and certificates of insurance shall be satisfactory to the Owner. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

C. Workers' Compensation, the Federal Longshoremens' and Harborworkers' Act and the Federal Jones Act

1. The Contractor shall provide and shall require all subcontractors to provide workers' compensation coverage for all persons employed under this Contract including the Contractors' partners and any individual regardless of relation to the Contractor's partners and any individual regardless of relation to the Contractor or to the partners who provide work under this Contract. The Contractor shall be required to assure that subject workers will receive the compensation for compensable injuries provided in ORS Chapter 656 either by:

- a. a carrier-insured employer; or
- b. a self-insured employer as provided by ORS 656.407.

In addition to the statutory benefits outlined above, the Contractor and all subcontractors shall provide employers' liability insurance with limits of not less than:

\$100,000 each accident for bodily injury by accident
\$100,000 each employee for bodily injury for disease

\$500,000 policy limit for bodily injury by disease

2. Evidence of such coverage, including the guaranty or warrant period, shall be filed with the City and maintained for the duration of the Contract.

3. The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

4. Where work under this Contract is subject to the Federal Longshoremen's and Harborworkers' Act or the Federal Jones Act, the Contractor shall provide coverage for such exposure.

D. General Liability and Automobile Liability

1. The Contractor shall provide a general liability policy that provides coverage for bodily injury including personal injury and property damage liability insurance and automobile liability insurance. Such insurance must protect the Contractor, the Owner, and their officers and employees from all things or damage which may arise out of this Contract or in connection therewith, including all operations of Subcontractors. Such insurance shall provide coverage for not less than the amounts for which public bodies are responsible as set forth in Oregon Revised Statutes Chapter 30, Tort Actions against Public Bodies, but in no event less than the following limits of liability:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 product and completed operations aggregate
- \$1,000,000 personal and advertising injury
- \$1,000,000 combined single limit automobile liability for owned, non-owned, and hired automobiles.

The policy shall contain an endorsement that the aggregate applies separately to this Contract.

The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. Unless excluded by Special Specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors. Such insurance shall be maintained until the expiration of the guaranty period required by the Contract. Failure to maintain liability insurance as provided above shall, at Owner's option, be cause for immediate termination of the Contract.

2. The Contractor shall provide a letter from the insurance company which states that such insurance shall be without prejudice to coverage otherwise existing.

3. The City of Newberg, its officers, agents, and employees, shall be named additional insureds in the Contractor's General Liability Insurance policy by attaching ISO Endorsement number CG 20 09 11 85 ADDITIONAL INSURED - Owners, Lessees, or Contractors (Form A) or its equivalent.

The policy shall also provide for a Cross Liability Endorsement or Separation of Insureds Endorsement.

The policy shall be endorsed to provide an AMENDMENT - AGGREGATE LIMITS OF

INSURANCE (per project) specifying that a separate aggregate limit of liability applies to this Contract.

If there are insufficient insurance proceeds and assets of the Contractor to fully indemnify the City of Newberg, its officers, employees, agents, and the Engineer, then the City, its officers, employees, and agents would be indemnified first with any remaining insurance proceeds and assets to be used to indemnify the developer's or consulting Engineer.

4. If set forth in the Special Specifications, additional insureds may be the Owner's consultant, engineer, other governmental bodies with jurisdiction in the area involved in the project, and their officers and employees and such agents as may be specified.

E. Claims on Project

1. The Contractor, when notified of a claim by an affected party shall:
 - a. Refer claim to the Contractor's insurance carrier or claims administrator.
 - b. Contractor's insurer will copy Owner on acknowledgment of claim.
 - c. Contractor's insurer will copy Owner on notice to claimant of disposition of claim.

F. Builders Risk Insurance

During construction, Contractor shall obtain and maintain for the benefit of the parties to the Contract as their interest may appear, all-risk Builder's Risk insurance to the extent of 100 percent of the value of the project. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site. Such insurance shall be endorsed to require thirty days' written notice to the City prior to cancellation or change of the policy. One copy of the policy and two certificates of such insurance shall be delivered to the City before commencing work and shall be subject to review and approval by the City. The City may temporarily waive delivery of the copy of the policy. In the event Contractor fails to maintain such insurance, the City may arrange therefore; and any premium incurred shall be to the account of Contractor.

107.07 ROYALTIES AND PATENTS

Pay all royalties and license fees required to perform the Work. Defend and indemnify Owner, from all loss or damage that may result from the Contractor's wrongful or unauthorized use of any patented article or process.

107.08 PERMITS

Secure all Municipal, County, State, Federal or other permits or licenses, necessary or incident to performance of the work under this Contract. Comply with all permit requirements pertaining to the project.

107.09 COMPLIANCE WITH OREGON REVISED STATUTES CHAPTER 279 (Public Contracts)

A. Comply, and require all Subcontractors to comply with the cities public contracting requirements, the requirements of the applicable State statutes, and be subject to the applicable liabilities provided in Oregon Revised Statutes Chapter 279 (Public Contracts), such as, but not limited to, the statutes that are numbered and referenced, and incorporated herein by an abbreviated subject matter, and listed below and the statutes required to be set forth as conditions in public contracts, which follows:

LIST:

1. ORS 279.021 Award of contract; Bond; Waiver of bond in case of emergency
2. ORS 279.334 Maximum hours of labor on public contracts; holidays; exceptions.
3. ORS 279.338 Length of day's labor on public works.
4. ORS 279.350 Workers on public works to be paid not less than prevailing rate of wage.
5. ORS 279.354 Certification of rate of wage by Contractor or Subcontractor.
6. ORS 279.355 Inspection to determine whether prevailing rate of wage being paid; proceedings to require payment of prevailing rate of overtime.
7. ORS 279.356 Liability for violations.
8. ORS 279.400 Withholding of retainage.

B. The statutes required as conditions in public contracts are as follows:

1. 279.021 – Preferences; Foreign Contractor

a. The public contracting agency shall prefer goods or services that have been manufactured or produced in their State if price, fitness, availability, and quality are otherwise equal.

b. Where a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Oregon Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract.

For purposes of this subsection, a foreign Contractor is one who is not domiciled in or registered to do business in the State of Oregon.

2. 279.029 – Conditions of award of contract regarding resident bidder.

a. In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

b. Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately receding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection.

3. 279.312 – Conditions of public contracts concerning payment of laborers and material men, contributions to Industrial Accident Fund, liens and withholding taxes. The Contractor shall:

a. Make payment promptly, as due, to all persons supplying to such contractor labor material for the prosecution of the work provided for in such contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. 279.314 – Condition concerning payment of claims by public officers.

a. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

b. The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

5. 279.316 – Condition concerning hours of labor. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

6. 279.318 – Provisions relating to environmental and natural resources laws and rules; change orders. A public contract for a public improvement shall make specific reference to federal, state and local agencies that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. If the successful bidder is delayed or must undertake additional work by reason of existing regulations or ordinances of agencies not cited in the public contract or due to the enactment of new or the amendment of existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the awarding agency shall grant a time extension and issue a change order setting forth the additional work that must be undertaken. The change order shall not invalidate the contract and there shall be, in addition to a reasonable extension of the contract time, a reasonable adjustment in the contract price to compensate the successful bidder for all costs and expenses incurred, including overhead and profits, as a result of such delay or additional work.

7. 279.320 – Condition concerning payment for medical care and attention to employees. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or

injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

8. 279.352 – Provision in Contract for minimum rate of wage. The existing prevailing rate of wage that may be paid to workers in each trade or occupation under this Contract is contained in the Special Specifications. Such workers shall be paid not less than such specified minimum hourly rate of wage.

107.10 LABOR

Upon notification in writing from the Engineer, remove immediately from the job for its duration any laborer, workman, mechanic, foreman, superintendent, or other person employed who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his work properly or acceptably.

Comply with provisions of Owner's Equal Opportunity Policy and to Chapter 659, Oregon Revised Statutes relative to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, or national origin. Particular reference is made to ORS 659.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, or national origin of any individual, to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

107.11 OVERTIME

A. In addition to the requirement set forth in Specification 107.09 (ORS 279.316), Contractor shall notify the Engineer of any overtime operations as soon as possible. The Contractor must provide documentation to the Engineer's satisfaction justifying the overtime work.

B. In the event that the Contractor wishes to proceed with an overtime operation, the Contractor must first notify and obtain approval from the Engineer to do so, prior to commencing such work.

C. For overtime work requested by the Contractor, the Contractor shall pay the applicable wage rate for the Engineer's Inspector, engineering and operations personnel, and other staff required at the project during the overtime hours.

D. This section does not apply to labor performed in the manufacture or fabrication of any material ordered by the Contractor or manufactured or fabricated in any plant or place other than the place where the main Contract is to be performed.

107.12 SAFETY

A. Employee Safety:

The Contractor shall at all times be responsible for the safety of his employees and his subcontractor's employees. The Contractor shall maintain the job site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work and which complies with the Owner's written safety regulations, if any.

Conduct the project with proper regard for the safety and convenience of the public. When the

project involves use of public ways, provide necessary flag persons and install and maintain means of reasonable access to all fire hydrants, service stations, warehouses, stores, houses, garages and other property. Private residential driveways shall be closed only with approval of the Engineer or specific permission of the property owner. Do not interfere with normal operation of public transit vehicles unless otherwise authorized. Do not obstruct or interfere with travel over any public street or sidewalk without approval. At all times provide open trenches and excavations with secured and adequate barricades or fences of an approved type which can be seen from a reasonable distance. Close up or plate all open excavations at the end of each working day in all street areas unless approved otherwise by the Engineer and in all other areas when it is reasonably required for public safety or as directed by the Engineer. At night, mark all open work and obstructions by lights. Install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges and facilities. Observe all safety instructions received from the Engineer or governmental authorities, but following of such instructions shall not relieve Contractor from its responsibility or liability for accidents to workmen or damage or injury to person or property.

B. Public Safety and Convenience:

The Contractor shall at all times conduct his work so as to insure the least possible obstruction to traffic and convenience to the general public and residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses. The Contractor will minimize inconvenience to others due to mud and dust.

C. Safety Program:

The Contractor shall adopt a written safety program complying with the requirements of employee and public safety set forth hereinabove and as described in the Special Conditions. The Safety Program shall also comply with O.A.R. Chapter 437, Division 3, Rules 1926.20 through 1926.32 regarding general safety and health provisions.

107.13 RIGHTS-OF-WAY, EASEMENTS, AND PREMISES

A. Confine construction activities within property lines, right-of-way, limits of easements and limits of construction permits as shown or specified in the Contract Documents unless arrangements are made with owner(s) of adjacent private property. If additional space or property is needed to accommodate Contractor's method for construction of the Work or for the convenience of the Contractor, Contractor shall bear all related costs and responsibilities. Prior to the use of any private property outside the specified boundaries, file with the Engineer written permission from the property owner(s).

B. Do not unreasonably encumber the specified work areas with materials and equipment. Obtain and bear the costs of permits for special occupancy and use of the specified work areas from the proper agencies. Comply with all requirements regarding signs, advertisements, fires and smoking.

107.14 TWO (2) YEAR MAINTENANCE AND WARRANTY

A. In addition to and not in lieu of any other warranties required under the Contract make all necessary repairs and replacements to remedy, in a manner satisfactory to the Engineer and at no cost to Owner, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date

of substantial completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two years from the date of completion of such repair.

B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, Owner may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the Engineer to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

C. In addition to provisions A and B above, City of Newberg waterline facilities installed by the contractor under this contract that require repair or replacement during the two-year maintenance period shall be repaired by the Owner or under the direction of the Owner and the contractor and contractor's surety shall be liable for all expenses incurred.

108 PROSECUTION AND PROGRESS OF WORK

108.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

Within thirty (30) days of Contract award or one (1) week in advance of starting work, whichever is earlier, SUBMIT FOR WRITTEN APPROVAL a proposed construction schedule to the Engineer. Contractor may not commence work until construction schedule is approved by the Engineer.

If it is desirable to carry on operations in more than one location simultaneously, submit a schedule for each location at least one (1) week in advance of beginning such operations. In the event that the Contractor's proposed construction schedule does not meet the necessary construction program schedule as determined by Owner, immediately resubmit a schedule that conforms as approved. Contractor shall not commence work until schedule is approved by the Engineer.

The schedule shall show the proposed order of work and indicate the time required for completion of the major items of work. This working schedule shall take into account the passage and handling of traffic with the least practicable interference therewith and the orderly, timely and efficient prosecution of work. It will also be used as an indication of the sequence of the major construction operations and as a check on the progress of work.

108.02 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference, if requested, at a time, prior to start of work, designated by the Engineer. Comply with information and instructions provided at the preconstruction conference as recorded in the minutes of the meeting.

108.03 NOTICE TO PROCEED

A. Unless stated otherwise in the Special Specifications, written Notice to Proceed will be given

by the Engineer within thirty (30) days after the Performance and Payment Bond and all required insurances have been filed with and approved by the Owner and the Contract has been executed. Do not commence work under the Contract until such written notice has been given.

B. Notice to proceed may be delayed up to an additional thirty (30) days (for a total of sixty (60) days) from date of Contract by Engineer if, in the Engineer's opinion, necessary easements or permits have not been obtained, or required utility relocation, construction, or reconstruction has not been completed or has not progressed to a degree that will allow initial contract work to commence.

C. Commence work within ten (10) working days after the date of the Notice to Proceed, or such other date as may be fixed by the Notice to Proceed, which date shall establish the date for commencement of the Contract time. Notify Engineer forty-eight (48) hours in advance of the time and place work will be started.

108.04 CONTRACT TIME

A. Time shall be considered the essence of the Contract.

B. Upon commencement of work, Contractor shall provide adequate labor, materials, and equipment, and work shall be performed vigorously and continuously in accordance with a schedule which will ensure completion within the specified time limit. Failure to diligently pursue the work may jeopardize additional contract time.

108.05 SUSPENSION OF WORK

A. If the work is suspended for convenience: Temporarily suspend work on the Project wholly or in part for convenience of Owner as directed by the Engineer. In the event of such suspension, Engineer shall, except in emergency, and except as hereinafter provided, give Contractor three (3) days notice. Work shall be resumed within five (5) days after notice has been given by Engineer to Contractor to do so. Engineer shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse Contractor for necessary rental of unused equipment, services of watch persons, and other unavoidable expenses accruing by reason of the suspension, as stipulated in Section 108.05 (E), Delays and Extensions of Time.

B. If work is suspended by the Engineer: Immediately suspend work on the project, wholly or in part, as directed by the Engineer, for reasonable periods of time as the Engineer may deem necessary, when conditions are unsuitable for satisfactory performance of the work. The Owner shall allow the Contractor an extension of time for completion corresponding to the total period of suspension, but the Contractor shall not be entitled to reimbursement for any costs or damages arising under this clause.

C. If work is suspended for cause: Immediately suspend work on the Project wholly or in part as directed by the Engineer for such periods as the Engineer may deem necessary due to: (1) failure to correct unsafe conditions for working personnel, the general public, or Owner's employees, (2) failure to immediately correct defective and unacceptable work in accordance with Subsection 105.15, (3) failure to carry out provisions of the Contract Documents, and (4) failure to carry out orders or directives.

D. Voluntary suspension by Contractor: There shall be no voluntary suspension or slowing of operations without the prior written approval of the Engineer and such approval shall not relieve Contractor from the responsibility to complete the Contract work within the prescribed Contract time. Should operations be discontinued, Contractor shall notify, in writing, the Engineer at least twenty-four (24) hours in advance of

resuming operations.

E. Responsibilities of Contractor:

1. At the commencement of and during any suspension of Work, protect all work performed to prevent any damage or deterioration of the Work. Provide temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though the work had been continuous and without interferences.

2. Bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension unless the suspension was for convenience.

F. In all cases of suspension, except voluntary suspension by Contractor, work will be resumed only upon written order of the Engineer or Owner.

108.06 DELAYS AND EXTENSIONS OF TIME

A. If the Contractor is significantly delayed due to court orders enjoining the prosecution of this Project, unavoidable strikes, Acts of God, unusual and extraordinary action of the elements that are of such severity to stop all progress of the work, or act or neglect of Owner not authorized by the Contract, the Contractor shall, within forty-eight (48) hours of the start of the occurrence, give notice to the Engineer of the cause of the potential delay and estimate the possible time extension involved. Within ten (10) days after the cause of the delay has been remedied the Contractor shall give notice to the Engineer of any actual time extension requested as a result of the aforementioned occurrence in accordance with Section 109.05 Claims and Notice.

B. No extension of time will be considered for weather conditions normal to the area and time of year in which the work is being performed. Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay, when timely ordering would have made the equipment available. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. Extensions of time will be considered for delayed delivery of Owner specified equipment "without equal".

C. Within a reasonable period after the Contractor submits to the Engineer a written request for an extension of time the Engineer will make the decision on each request, for City Manager approval.

D. An adjustment of Contract time as herein provided shall be the Contractor's sole remedy for any delay in completion of the project arising from causes beyond the control of the Contractor, except for unreasonable delay caused by acts or omissions of the Owner or persons acting therefor. In no event shall the Contractor be entitled to collect or recover any damages, loss or expense incurred by reason of such delay, except for an unreasonable delay caused by acts or omissions of the owner or persons acting therefor. However, if Contractor is delayed due solely to a breach by Owner, Contractor will be entitled to recover damages limited to reimbursement for necessary rental of unused equipment, services of watch persons, documented direct overhead costs, documented direct unavoidable expenses accruing by reason of the suspension, plus fifteen percent (15%) of the foregoing damages to cover normal Contractor profit. Contractor shall not be entitled to indirect costs or any other damages arising out of the delay, including but not limited to, interruption of schedules, or any other impact claim or ripple effect. If a delay is caused by Owner and Contractor (joint delay), Contractor shall be entitled to a time extension only, by reason of such joint delay.

108.07 LIQUIDATED DAMAGES

A. Time shall be considered the essence of the Contract. If Contractor fails to complete the project or to deliver the supplies or perform the services within the time specified in the Contract or any extension thereof by Owner, the actual damage to Owner for the delay will be substantial but will be difficult or impractical to determine.

B. It is therefore agreed that Contractor will pay to Owner, not as a penalty but as liquidated damages, the per diem amount, as set forth in the following given Schedule of Liquidated Damages or modification thereof as given in the Special Provisions for each and every calendar day elapsed in excess of the Contract time or the final adjusted Contract time applicable to the work required under the Contract.

SCHEDULE OF LIQUIDATED DAMAGES

Original Amount of Contract		Per Diem Amount of Liquidated Damages	
For More Than	To and Including	Calendar Day*	Working Day
\$ 0	\$ 25,000	\$ 40	\$ 55
25,000	50,000	65	85
50,000	100,000	110	150
100,000	500,000	150	210
500,000	1,000,000	225	315
1,000,000	2,000,000	300	420
2,000,000	5,000,000	450	630

* Calendar day amounts are applicable when the contract time is expressed on the calendar day, calendar workday or fixed date basis.

C. Permitting Contractor to continue and finish the work or any part thereof after the Contract time or adjusted Contract time, as pertinent, has expired shall in no way operate as a waiver on the part of Owner or any of its rights under the Contract.

D. Payment of liquidated damages shall not release Contractor from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of Owner's right to collect any additional damages which may be sustained by failure of Contractor to carry out the terms of the Contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of Contractor to complete the work on time.

108.08 CONTRACTOR'S REPRESENTATIVE

Designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for Contractor, in all directions given by the Engineer. Contractor, or its authorized representative shall supervise the work, and shall be present on site continually during its progress. If Contractor or its authorized representative is not present, directions may be given by Engineer or his authorized representative to the workmen and such order shall be received and followed. Any direction will be confirmed in writing upon request from the Contractor.

Keep a complete copy of the Plans and Specifications on or near the site at all time.

108.09 CONFLICTS, ERRORS, OMISSIONS, AND ADDITIONAL DRAWINGS

Check and compare all Plans and Specifications prior to construction and notify Engineer of any discrepancies or omissions in order to permit correction by Engineer. Coordination of Plans and Specifications is intended. Furnish labor and materials as required for the work. Should any work or materials be reasonably required or intended for carrying the project to completion which are omitted on the Plans and Specifications, furnish same as fully as if particularly delineated or described. The intent of the Plans and Specifications is to show and describe a complete project within the limits stated. Dimensions shown on Plans shall be followed, rather than scale measurements. Whenever it appears that the Plans are not sufficiently detailed or explicit, the Engineer may furnish additional detail drawings or written instructions and Contractor shall perform the work in accordance with the additional details or instructions.

108.10 OWNER'S RIGHT TO DO WORK

Failure or refusal to comply with any of the terms or conditions of the Contract will permit Owner to supply or correct any deficiency or defect or take other appropriate action without prejudice to any other remedy. Such action by Owner shall be taken only after seven (7) days notice by Engineer to Contractor and his Surety, unless in the judgment of the Engineer an emergency or danger to the work or to the public exists, in which event action of Owner as set forth above may be taken without any notice whatsoever. The cost of such action by Owner shall be deducted from the payment then or thereafter due Contractor. Pay Owner any costs in excess of such payment due.

108.11 TERMINATION FOR DEFAULT

A. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should refuse to or fail to supply enough properly skilled workmen or proper materials for the efficient prosecution of the Project, disregard laws, ordinances or the instructions of the Engineer, or otherwise be in violation of any provision of the Contract, the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the premises and of all materials, tools and appliances thereon as well as all other materials whether on the premises or not, on which the Contractor has received partial payment and finish the work by whatever method it may deem expedient.

B. In the event action as above indicated is taken by the Owner, the Contractor, or its Surety, shall provide the Engineer with immediate and peaceful possession of all of the materials, tools and appliances located on the premises as well as all other materials whether on the premises or not, on which the Contractor has received any progress payment. Upon termination, in the event that the Surety does not complete the Contract, at the election of the Owner, Contractor shall assign any and all subcontractors and material contracts to Owner or Owner's designee. Further, the Contractor shall not be entitled to receive any further payment until the work is completed. On completion of the work, determination shall be made by the Engineer of the total amount the Contractor would have been entitled to receive for the work, under the terms of the Contract, had Contractor completed the work. If the difference between said total amount and the sum of all amounts previously paid to the Contractor, which difference will hereinafter be called the "unpaid balance," exceeds the expense incurred by the Owner in completing the work, including expense for additional managerial and administrative services, such excess will be paid to the Contractor, with the consent of the Surety. If, instead, the expense incurred by the Owner exceeds the unpaid balance, the amount of the excess shall be paid to the Owner by the Contractor or his Surety. The expense incurred by the Owner as herein

provided, and the damage incurred through the Contractor's default, shall be as determined and certified by the Engineer.

C. In addition to and apart from the above-mentioned right of the Owner to terminate the employment of the Contractor, the Contract may be canceled at the election of the Owner for any willful failure or refusal on the part of the Contractor to faithfully perform the Contract according to all of its terms and conditions; provided, however, that in the event the Owner should cancel the Contract, neither the Contractor nor its Surety shall be relieved from damages or losses suffered by the Owner on account of the Contractor's breach of Contract.

D. The Owner may, at its discretion, avail itself of any or all of the above rights or remedies and that its invoking of any one of the above rights or remedies will not prejudice or preclude the Owner from subsequently invoking any other right or remedy set forth above or elsewhere in the Contract.

E. None of the foregoing provisions shall be construed to require Owner to complete the work, not to waive or in any way limit or modify the provisions of the Contract relating to the fixed and liquidated damages suffered by Owner on account of failure to complete the Project within the time prescribed.

108.12 TERMINATION IN THE PUBLIC INTEREST

A. It is hereby agreed that the Owner has the right to terminate the Contract in whole or in part when it is considered to be in the public interest.

B. In the event the Contract is terminated as being in the public interest the Contractor shall be entitled to a reasonable amount of compensation for preparatory work and for all costs and expenses arising out of the termination excluding lost profits.

The amount to be paid to the Contractor:

1. Shall be determined on the basis of the contract price in the case of any fully completed separate item or portion of the work for which there is a separate or unit contract price; and

2. In respect to any other work, the Contractor will be paid a percent of the Contract price equal to the percentage of the work completed.

109 MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

A. Payments shall be based on measurements of completed work in accordance with the United States Standard Measures, and as set forth in the applicable divisions of these specifications.

B. Volume of materials measured in the vehicles by which they are transported will require computing of the volume of the vehicles to the nearest 0.1 cubic yard for its approved capacity, and identification of the vehicle and its capacity. Pay quantities will be determined by vehicle measurement at

point of delivery with no allowance for settlement of material during transit.

Loads shall be level and uniform. Payment will not be made for material in excess of the approved capacity of the vehicle and deductions will be made for loads below approved capacity.

C. Volume of concrete and masonry in structures will be measured according to neat lines as shown on the Plans or as altered on order of the Engineer.

D. Volume of earthwork, particularly excavation and embankment, will be computed by the average end area method or by other methods of equivalent accuracy.

E. Weight - When payment for materials other than bituminous cements is on a weight basis and unless otherwise set forth in the specification under which material is to be furnished, pay quantities will be determined by weighing material on weigh scales provided by the Contractor as set forth hereinafter. Such weighing is to be of material in the hauling vehicle as loaded for delivery. Determination of tare weights and weight of loaded vehicles will be to the nearest ten (10) pounds. Tare weights will be determined by weighing empty vehicles at intervals of such frequency as the Engineer deems necessary to ensure accuracy of payload weights.

F. Scales - When the Contract calls for materials which are to be measured by weighing on scales, provide suitable scales and transport materials to scales at no expense to the Owner. Before use of scales is commenced, and as frequently as the Engineer may deem necessary to ensure accuracy, have the scales examined by an official of the State's Sealer of Weights and Measures, and bear all resulting costs. Maintain the scales in accurate condition at all times.

G. Furnish and so locate scales that the amount of hauling involved in the delivering of materials is no greater than if no weighing were required; if not, bear expense of whatever extra hauling is required. If hauling of materials is to be paid for as a separate pay item, the distance shall be via the most direct practicable route and no allowance will be made for any extra hauling required to reach the scales.

H. If material is weighed on public scales, a representative of the Owner may be present at all times to witness the weighing and to check and compile records of scale weights.

109.02 SCOPE OF PAYMENT

A. Quantities listed in the Bid do not govern final payment. Payments to the Contractor will be made only for actual quantities of Contract items performed in accordance with terms of the Contract and for items of work actually performed under Change Orders.

B. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner.

109.03 COMPENSATION FOR ALTERATION OF CONTRACT

A. Unless changes and alterations in the Plans, or quantities, or details of construction materially change the character of the work to be performed or the unit costs thereof, the Contractor shall accept as

payment in full, so far as Contract items are concerned, payment at the same unit prices as are provided under the Contract for the accepted quantities of work done. If the Contract is done on a lump sum basis, the adjustment for increases or decreases may be based, at the sole discretion of the Engineer, on a theoretical unit price. This price will be determined by dividing the Contractor's applicable breakdown category price (as listed in the Special Specifications or as set forth in the Bid) by the estimated quantities of all units of work within the applicable breakdown category.

B. If either (1) the total project (total bid) cost of the work, using original bid quantities and unit prices, or (2) the total quantity of any major contract item, using original bid quantities changes more than 25 percent, then that part of the increase or decrease exceeding 25 percent shall be adjusted as the parties agree. A major bid item is any contract item, except lump sum items, having an original contract value greater than 10 percent of the total amount of the contract. If the parties cannot agree, the Engineer will determine the equitable adjustment of time, payment, or both. The basis of the equitable adjustment of time will be in accordance with Subsection 108.06. The basis of the equitable cost adjustment for decreases will take into account a redistribution of fixed costs. The basis of the equitable cost adjustment for increases will be by using one of the following methods:

1. Unit contract prices.
2. Other means of establishing costs.
3. Force account.

C. The Contractor shall obtain written consent of the surety or sureties if: (1) changed work increases the total cost by more than 25 percent of the original total contract, or (2) the Engineer requests such consent. The City will not adjust for increases or decreases if the City has entered the amount for the item in the proposal only to provide a common basis for bidders. The Contractor shall bear all costs that result from increased or decreased in such common-bid-basis amounts.

109.04 PAYMENT FOR CHANGE ORDERS

A. Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in 1, 2, 3, or 4 below:

1. **METHOD 1. UNIT PRICES.** If applicable, those unit prices stipulated in the Proposal, or unit prices negotiated and mutually acceptable to the Contractor and Owner.

2. **METHOD 2. LUMP SUM.** A total sum for the work negotiated and mutually acceptable to the Contractor and Owner.

3. **METHOD 3. FORCE ACCOUNT WORK**

a. The Contractor shall perform work on a force account basis upon written notice from the Engineer. Payment will be made as set forth herein.

b. The Contractor must maintain records in such a manner as to provide a clear distinction between direct cost of work performed on force account basis and costs of all other operations performed in connection with the Contract.

c. Daily, furnish to Engineer signed reports itemizing materials used and setting forth the cost of labor and charges for equipment rental, delineating whether said equipment is Contractor or Subcontractor owned. Provide names, identifications, and classifications of workmen, the hourly rate of pay

and hours worked, and the size, type and identification number of equipment and hours of equipment operation.

d. Substantiate material charges by vendor's invoices, submit such invoices with the reports; or, if not available, submit with subsequent reports. In the event said vendor's invoices are not submitted within forty-five (45) days after completion of the force account work Owner reserves the right to establish the cost of such materials.

e. When work is ordered to be paid for on a force account basis, such work will be paid for on the basis of cost, plus a negotiated percentage allowance, not to exceed the maximum set forth herein.

f. Items of cost for which payment will be made and to which payment will be restricted, together with the maximum percentage allowance applicable to the respective items, are as follows:

Items of Cost for Which Payments Will Be Made	Maximum Percentage Additional Allowance To Actual Costs
Labor, while engaged directly on force account work	20
Materials and supplies used on force account work	15
Rental on equipment having a value in excess of \$300	*

* No additional percentage except as follows:

g. Payment for labor used in the work will be computed at the rates actually paid by Contractor, but not to exceed prevailing straight time rates established by the Oregon Department of Labor, plus allowable allowance set forth above. Time allowed shall be the number of hours worked directly on force account operations. The employers cost for accident and unemployment compensation premiums, labor insurance cost, public liability and property damage cost and fringe benefits will be included in the direct labor cost item before applying the additional allowance. Any overtime worked on force account operations will be compensated at the straight time rates unless previous approval was obtained from the Engineer.

h. Payment for materials and supplies used on force account work must be supported by paid invoices. Contractor and Subcontractors shall take advantage of all practicable discounts on bills for materials and supplies, and such discounts shall be reflected on all bills and invoices submitted to the Owner for payment. Freight will be considered to be part of the cost of materials and supplies and will be paid for as materials and supplies. Materials and supplies will be paid for as agreed in writing prior to their production or use. If there is no price agreement, the Engineer shall establish a reasonable price for such materials and supplies.

i. For the use of the Contractor's equipment, the Contractor will be paid at the monthly rental rates and the hourly operating costs set forth in the current edition of the "Rental Rate Blue Book for Construction Equipment" and the "Rental Rate Blue Book for Older Construction Equipment" which are published by the Equipment Guidebook Company, 2800 W. Bayshore Road, Palo Alto, California 94303. Reference copies of the above publications are on file at the Oregon State Highway Division Region Engineer, and the area offices of the Associated General Contractors of America. While using the Blue Book to determine allowable rental rates for equipment the hourly rate will be calculated by using the monthly rate as set forth in the book divided by one hundred seventy-six (176) hours. The rental rates will be the total compensation for all costs including fuel, supplies, repairs and renewals. No further allowance will be made

for these items. For the use of equipment not listed in said documents, the rental rates shall be as agreed to in writing between the Contractor and the Engineer prior to use of said unlisted equipment. If there is no prior agreement, the Engineer shall establish a reasonable price for such equipment.

j. Time allowed for Contractor's equipment shall be only the number of hours that the equipment actually operated directly on force account work.

k. Compensation on equipment not owned by the Contractor will not exceed the rates actually paid by the Contractor and must be supported with an invoice that represents an arms length transaction. The Contractor and the Engineer will agree on the equipment to be used and the appropriate rental rates before using said equipment on force account work. If prior approval is not obtained, the Engineer will establish the rates by either comparing the available equipment and using the applicable rate for the least expensive equipment that will accomplish the work or utilizing the applicable Blue Book rates as established above. Rental cost for equipment not owned by the Contractor will be established so as to minimize the cost to the City. The Hourly rate will be used unless the accumulated cost using the hourly rate exceeds the accumulated cost using the daily rate. The daily rate will be used unless the accumulated cost using the daily rate exceeds the accumulated cost using the weekly rate. This system will be expanded to utilize monthly or yearly rates as appropriate. These rental rates will be considered total compensation for all costs, including move-in, move-out, fuel, supplies, repairs, and renewals. No further allowance will be made for these items without specific approval of the Engineer before the work is commenced. Payment for rental on equipment not owned by the Contractor shall be at the rental costs so determined, plus a negotiated percentage not to exceed the allowance for materials and supplies.

l. Individual pieces of equipment, having a value of \$350 or less, will be considered to be tools or small equipment, and no rental will be allowed on such, unless not normally on work site and must be rented from others. Then (k) will apply.

m. No standby charges will be considered as a compensable part of any force account work. When a piece of equipment and operators thereof are hired, rented, or furnished as a unit, (Owner/Operator), the additional percentage to be allowed shall be five (5) percent and Contractor shall not be entitled to twenty (20) percent on the time of operators of such equipment. Neither shall Contractor be entitled to payment for contributions made under terms of the Worker's Compensation Act, Unemployment Compensation Act, or Social Security Act or any other benefits to cover the time of these operators.

n. The percentage allowances made to Contractor in accordance with terms outlined herein will be full reimbursement and compensation for all superintendence, use of tools and small equipment, overhead expense, bond costs, record keeping expense, insurance premiums, profits, indirect costs, and all other items of cost not specifically designated herein as items for which payment is to be made, whether or not the services, costs and other items involved are furnished or incurred by Contractor or Subcontractor.

o. When work is performed on a force account basis by a Subcontractor, the Contractor will be allowed a supplemental markup of five percent (5%) on amount charged by Subcontractor, provided however, Owner will pay no more than a reasonable amount for work performed by a Subcontractor.

4. METHOD 4. PAYMENT DETERMINED BY ENGINEER

In case no other basis can be agreed upon, and the Engineer has not directed the work to be paid for on a force account basis, then an allowance may be made, either for or against the Contractor, in such amount as the Engineer may determine to be fair and equitable.

B. The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Lump sum quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals and approved services, overhead, and profit calculated as specified under Method "3" above.

C. In Methods "1" and "2" above, Contractor's quotations for Change Orders shall be in writing and firm for a period of thirty (30) days. Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation or time in respect to the subject of the Change Order.

109.05 CLAIMS AND NOTICE

A. No claim shall be made by the Contractor for any loss of anticipated profits because of any alterations or changes made pursuant to the provisions of Subsections 104.04 and 109.04, nor by reason of any variation between the approximate quantities and the quantities of work as done. No allowance except as provided in Subsection 104.04 will be made for any increased expense, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor resulting directly from such alterations or changes or resulting indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the Contractor as a Bidder and subsequent loss of expected reimbursements therefor or from any other cause.

B. In any case where the Contractor claims that it is entitled to or will be entitled to additional compensation and/or additional Contract time or if the Contractor considers any interpretation or order by the Engineer to be a breach of Contract, Contractor shall immediately notify the Engineer, in writing, of its intention to make claim before beginning the work or conforming to the interpretation on which the claim is based. Contractor's written notification shall be a written statement describing (1) the act of omission or commission by the Owner or its agent that allegedly caused damage to the Contractor, (2) the nature of the claimed damage, (3) the clauses of the Contract or general legal principles upon which the claim is based, (4) the factual occurrences upon which the Contractor bases the claim. Submission of notice of claim as specified shall be mandatory, and failure to comply shall be a conclusive waiver to such claim for damages by the Contractor. Oral notice or statement will not be sufficient nor will notice or statement after the event since it tends to hinder, if not prevent, the Owner's investigation of the pertinent facts. After said written notification (if the claim is not resolved or withdrawn in writing) and only upon written direction by the Engineer proceed without delay to perform the work pursuant to the decision of the Engineer. While the work on an unresolved claim is being performed Contractor shall keep track of costs and maintain records in the manner set forth in Section 109.04 A 3 FORCE ACCOUNT WORK, at no cost to Owner. Such notice by the Contractor and the fact that Contractor and Engineer are keeping track of costs and maintaining records as required by Section 109.04 A 3 FORCE ACCOUNT WORK shall not in any way be construed as proving the validity of the claim nor the costs thereof.

C. A fully documented claims package shall be submitted in writing to the Engineer within forty-five (45) days after completion of the work upon which the claim is based.

D. Each claim submitted shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor's costs on a daily basis which shall include, but not be limited to labor, material, equipment, supplies, services, overhead, and profit. All documentation that Contractor believes is

relevant to the claim shall be provided in said claim package including without limitation, payroll records, purchase orders, quotations, invoices, estimates, profit and loss statements, daily logs, ledgers, and journals. Failure to submit the claim package in full compliance with this requirement, and/or maintain cost records as herein required, will constitute a waiver of the claim.

E. The requirements of this Subsection 109.05 shall apply to claims for additional or extra compensation or time arising from any situation which may occur except for claims of error in the final estimate as provided in Subsection 109.08.

F. Provided the claim or claims have been submitted in accordance with the requirements of this Subsection 109.05, the Engineer will, as soon as possible, consider and investigate the claim or claims of the Contractor for additional compensation. The Engineer will promptly advise the Contractor of the decision to accept or reject the claim or claims, in full or in part.

G. The Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with this Subsection 109.05 within a period of one year following the mailing of the Engineer's full or partial denial. If said suit is not commenced in said one year period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit for the enforcement thereof that he might have had.

109.06 OWNER'S RIGHT TO ACCESS TO CONTRACTOR'S RECORDS

A. In the event that Contractor makes a claim under Subsection 109.05 or performs work under 109.04 A 3 the Owner or its designated representative shall have access and a right (at any time) to inspect, audit and copy Contractor's books, records, documents, diaries, and logs and other evidence (hereinafter referred to as records) pertinent to performance and payment of this Contract and amendments, change orders and any claims made in relation to the Contract. If an audit is conducted, it shall be in accordance with generally accepted auditing standards.

B. The Contractor will make its records available within the boundaries of the City of Newberg, Oregon, or pay all additional costs for travel and per diem or other additional expenses incurred by Owner in examining, auditing, inspecting and copying Contractor's records, by reason of said records not being available within said boundaries.

C. Contractor agrees to the disclosure of all records and to their admission as evidence in any proceeding, between the parties, involving a claim or force account work as set forth in Subsections 109.05 and 109.04(3).

D. In the event that Contractor's records establish a discrepancy, favorable to Owner, in the representations Contractor has made to Owner involving claims or force account work, Contractor shall bear all costs incurred by Owner in conducting the audit and inspection provided herein.

E. All costs referenced in subparagraphs B. and D. may be withheld and/or deducted from any sum due or that becomes due Contractor.

109.07 PROGRESS PAYMENTS AND RETAINAGE

A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.

B. If the Contract is for a public work and the Contract price is \$10,000 or more, supply and file, and require every Subcontractor to supply and file, with the Owner and the with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 1400 S.W. Fifth Avenue, Portland, Oregon 97201 a statement in writing that conforms to the requirements of ORS 279.354. The schedule for submitting payroll information shall be as noted in the latest applicable edition of the Prevailing Wage Rates for Public Works Contracts in Oregon published by BOLI.

C. Make progress estimate of work performed in any calendar month and submit to the Engineer for approval, on or before the 24th day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.

D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Engineer approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Engineer provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

E. If the Contract price is determined wholly on a unit basis, Engineer may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

F. If the Engineer receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress, final payments or retainage until such claim has been resolved to the satisfaction of Engineer.

G. Progress payments will be made by Owner on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by Engineer of work performed. Payment will be issued by Owner for the amount of the approved estimate, less five percent (5%) retainage. Such amount of retainage shall be withheld and retained by Owner until it is included in and paid to Contractor as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if Contractor elects, retainage as accumulated will be deposited by Owner in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. Upon substantial completion of the work under the Contract which shall be understood to be not less than ninety-five percent (95%) of the work, the Engineer may, at its discretion, reduce the retained amount equivalent to not less than two hundred percent (200%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done.

H. The Engineer may decline to approve an application for payment and may withhold such approval if, in the Engineer's opinion the work has not progressed to the point indicated by the Contractor's submittal. The Engineer may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extents as may be necessary in his opinion to protect the Owner from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the

Contractor by the Owner, (8) failure to submit a construction schedule or failure to keep said construction schedule updated as set forth in Subsection 108.01, or (9) exceeding work limits as set forth in Subsection 204.03.

I. When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments.

J. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the Project is completed, unless approved otherwise by Owner.

K. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.

L. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1,000), no progress payment will be made for that estimate period, unless approved by the Engineer.

109.08 FINAL ESTIMATE AND FINAL PAYMENT

A. Pursuant to ORS Chapter 279, notify the Engineer in writing when work is considered complete and Engineer shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. If accepted, Engineer shall so notify Contractor, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.

B. If the Contractor believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the Engineer to be incorrect, Contractor shall submit to the Engineer within fifteen (15) days of mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the Owner, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the Owner shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Subsection 109.05.

C. A project cannot be accepted until all provisions of the Contract Documents have been met including submission of the certificate of completion and compliance. Upon receipt of the executed Certificate of Completion from the Contractor, the final payment will be made within thirty (30) days in accordance with ORS 279.

D. Provided Contractor submits a claim in the manner and time as required in B) above, the Engineer, as soon as practicable, will consider and investigate the claim or claims of the Contractor for compensation earned under the Contract and not included in the Engineer's final estimate and Certificate of Completion. The Engineer will then promptly advise the Contractor of acceptance or rejection of the claim in full or part. If the Engineer allows the Contractor's claims in full or in part, Engineer will prepare a revised final estimate and Certificate of Completion, including all such items allowed and will submit the same to the Contractor.

E. The Contractor shall execute and return the revised Certificate of Completion within five (5) days of receipt of the final progress payment.

F. If the Engineer rejects the claim or claims, he will issue written notice of rejection mailed to the Contractor's last known address as shown in the records of the Owner.

G. The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from, or errors of computation in the final estimate within a period of one (1) year following the original mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of Owner. The Engineer's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

H. Upon return of the fully executed Certificate of Completion from the Contractor, the Engineer will submit the Certificate of Completion and final estimate to the Owner for approval. Upon approval and acceptance by the Owner, Contractor will be paid a total payment equal to the amount due under the Contract including retainage.

I. Monies earned by the Contractor are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefor, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the Contractor's claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.

J. Foreign Contractor will provide Owner with evidence that provisions of ORS Chapter 279 have been satisfied; this is a prerequisite to final payment. See Subsection 103.08.

K. Execute and deliver to Owner, in form approved by the Attorney, a receipt for all amounts paid or payable to Contractor under the Contract, and a release and waiver of all claims against Owner arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully and finally settled or are fully covered by the Performance and Payment Bond and/or insurance protecting Owner, its officers, agents and employees as well as Contractor. This is a condition of final payment and Contractor will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.

L. If Owner declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by Owner shall be paid to Surety and not to Contractor in accordance with terms of the Contract.

M. Unless otherwise specifically noted and documented as required in Subsection 109.05 or this Subsection 109.08, acceptance by Contractor of final payment shall release Owner and Engineer from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

END OF DIVISION

DIVISION TWO GENERAL TECHNICAL REQUIREMENTS

201 MOBILIZATION

201.01 DESCRIPTION

This section covers, but is not limited to, work necessary to obtain all bonds, insurance, licenses, and permits; move in personnel and equipment; set up all offices, buildings, and facilities; provide all required light, power, and water; install project information signs if required; prepare for construction complete; demobilize, including removal of all facilities and clean up; and all other work to successfully complete the project which is not covered in other bid items.

201.02 MATERIALS

Provide all materials required to accomplish the work as specified.

201.03 CONSTRUCTION/GENERAL REQUIREMENT

Set up construction facilities in a neat and orderly manner within designated or approved work area. Provide for an acceptable material and equipment storage area. Supply all labor and equipment necessary to accomplish the work as specified. Conform to applicable requirements of Section 105 of GENERAL REQUIREMENTS, including, but not limited to, (1) required notifications, (2) protection of surveying monuments and other markers, (3) temporary traffic control, (4) temporary utility connections, (5) protection of property, (6) water and air pollution, and (7) noise.

201.04 MEASUREMENT AND PAYMENT

201.04.01 Lump Sum Basis

When mobilization is listed as a separate pay item on the Proposal, it will be paid for on a lump sum basis. Normal retainage will be deducted from partial payments.

Partial payments for Mobilization under the Contract will be made under the following schedule:

1. When 5 percent of the total original contract amount is earned from other bid items, 50 percent of the amount bid for Mobilization, or 5 percent of the total original contract amount, whichever is the least, less normal retainage, will be paid.
2. When 10 percent of the total original contract amount is earned from other bid items 100 percent of the amount bid for Mobilization, or 10 percent of the total original contract amount, whichever is the least, less normal retainage, will be paid.
3. Upon completion of all work on the project, payment of any amount bid for Mobilization in

excess of 10 percent of the total original contract amount will be paid.

The above schedule of progress payments for Mobilization shall not be construed to limit or preclude partial payments otherwise provided by the Contract.

201.04.02 Incidental Basis

When not listed in the Proposal, all Mobilization costs will be considered incidental work for which no separate payment will be made.

202 TEMPORARY TRAFFIC CONTROL

202.01 DESCRIPTION

This section covers all work necessary to conduct construction operations so as to offer the least possible obstruction and inconvenience to the public and to protect pedestrian and vehicular traffic.

202.02 UNIFORM TRAFFIC CONTROL DEVICES

Provide barricades, signs, and traffic control devices built in conformance with the Manual on Uniform Traffic Control Devices (current edition), published by the U.S. Department of Transportation, and the Oregon supplements to the Manual published by the Oregon Department of Transportation.

202.03 CONSTRUCTION

202.03.01 General

Use flag persons and provide and maintain such signs, barricades, warning lights, and other traffic control devices in conformance with the manuals referenced in Subsection 202.02.01. Adequately warn the public at all times of existing conditions on all streets affected by work operation.

Patrol the construction area at least twice daily and reset all disturbed signs and traffic control devices immediately. Remove or cover non applicable signs when not needed. Prior to closing or partial closing of any street, conform to Subsection 105.04 NOTIFICATION OF UTILITIES AND AGENCIES.

202.03.02 Traffic Control Within the Project

Formulate and submit a traffic control plan and a work schedule to minimize the disruption of traffic. Plan shall be submitted at the pre-construction conference. If no conference is held, plan shall be submitted at least 10 days in advance of beginning work. Obtain approval of plan and schedule from Engineer before commencing work. Allow traffic to pass through the work with as little inconvenience and delay as possible.

The traffic control plan shall contain a complete signing plan for semi-permanent and portable signs, barricades, and other traffic controls, provisions to keep the signs or devices current with the construction activities and the illumination of all detours and obstructions during hours of darkness. Be responsible for furnishing, installing, and maintaining all traffic control devices. Maintain these devices at all times including non-working hours.

Provide approved access to private properties at all times, except during stages of construction when it is impractical to perform construction and maintain access to private property simultaneously, as determined by the Engineer. When access is to be denied notify occupants of affected properties at least 24 hours in advance.

When, in the judgment of the Engineer, vehicular parking is a hazard to through traffic or to the work, furnish and place NO PARKING signs on any street which is directly involved in the construction work.

Only one intersection will be closed at a time without prior approval by the Engineer. The Contractor will notify Police and Fire departments in the jurisdiction of the closing and opening of streets. Pedestrian detours shall not exceed one block in length and all foot bridges will be provided with adequate handrails.

202.03.03 Construction and Maintenance of Detours

Construct and maintain temporary detours for protection of the work and the safe passage of traffic around work area.

Conform to requirements for detours in Subsection 107.12 of the Safety Requirements.

202.03.04 Flagging Requirements

The Contractor shall provide and maintain such signs, barricades and warning lights as are necessary to warn and protect the public at all times on highways, roads or streets affected by work operations. In addition, the Contractor shall also provide all necessary flag persons and guards necessary to warn and protect the public. Each flagger on duty shall wear an orange or yellow colored hard hat and an orange colored or fluorescent red-orange or fluorescent yellow-orange colored vest and shall be equipped with a highly visible, reflectorized "Stop-Slow" hand sign conforming to current standards for daylight use; and with illuminated stand area, of high visibility for night use.

202.03.05 Dust Control

Contractor shall be responsible for maintaining adequate dust control during and after construction and prior to acceptance by the Owner. The contractor shall apply a fine spray of water or other approved dust palliative to unpaved surfaces. Paved surfaces shall be broomed with power brooms (i.e., street sweepers) to control dust.

202.04 MEASUREMENT AND PAYMENT

202.04.01 Lump Sum Basis

When listed in the Proposal as a separate pay item, payment for Temporary Traffic Control will be made on a lump sum basis.

202.04.02 Incidental Basis

When not listed in the Proposal for separate payment, all Temporary Traffic Control will be considered incidental work for which no separate payment will be made.

205 MATERIALS - TYPES AND USE

205.01 DESCRIPTION

This section covers certain types of materials and their use that are common to appropriate forms of construction contained throughout Divisions 3 through 6.

205.02 MATERIALS

205.02.01 General

Unless specified otherwise in the Contract Documents or Standard Drawings, materials contained herein will be used in required work.

205.02.02 Portland Cement Concrete

Use concrete having a 28 day design strength of 3,300 PSI for curbs, sidewalks, and poured in place manholes and catch basins, and 4,000 PSI for PCC pavement per AASHTO T-22 and T-23 with 1-1/2 inch maximum size aggregate.

High early strength concrete (Type III cement) shall be used when patching trenches in Portland Cement concrete pavement.

Use Type II cement concrete for all sewer and water main construction and appurtenances thereto.

Portland Cement concrete shall be sampled and tested in accordance with the following ASTM test methods:

1. Sampling Fresh Concrete	C172
2. Obtaining Drilled Cores	C42
3. Molding and Curing Specimens	C31
4. Compressive Strength	C39
5. Flexural Strength	C78
6. Slump	C143
7. Air Content	C173 or C231
8. Unit Weight Yield	C138
9. Setting of Mortar	C191 or C266

205.02.03 Cement Mortar

Use either standard premixed mortar conforming to ASTM C 387, or mortar proportioned with 1 part Portland Cement to 2 parts clean, well-graded sand which passes a 1/8-inch screen and which conforms to AASHTO M 45. Admixtures may be used, but do not exceed the following percentages of cement by weight: Hydrated lime - 10 percent and diatomaceous earth or other inert materials - 5 percent. Testing shall conform to the OSHD test for mortar strength.

205.02.04 Cement Grout

205.02.04A Type "A" Grout

Utilize grout which consists of 1 part Portland Cement, 3 parts of clean and well-graded sand. Use minimum amount of water to produce a thick, creamy consistency.

205.02.04B Type "B" Grout

Where type "B" grout is specified, use a mixture consisting of 1 part Portland Cement, 5 parts of clean and well-graded sand, and 7 parts pea gravel, by volume.

205.02.05 Steel Reinforcement

Use steel deformed bars conforming to ASTM A 615, Grade 40, except that longitudinal bars in continuously reinforced concrete pavement shall be Grade 60. See Section 702 REINFORCEMENT.

205.02.06 Dowels

Utilize steel dowels which conform to ASTM A 306 Grade 70. Where specified, dowels shall be coated with plastic or other approved material for bond prevention. See Section 702 REINFORCEMENT.

205.02.07 Structural Joint Material

Use preformed and poured joint fillers conforming to requirements of Subsection 701.02.06 JOINT MATERIALS. For joints in Portland Cement concrete pavement, curbs, gutters, driveways, sidewalks, and pathways, refer to DIVISION 5 - STREETS.

205.02.08 Curing Materials for Portland Cement Concrete

Conform to one or more of the following requirements for curing materials; choice of method to be used is dependent on weather and existing conditions:

- | | |
|--|--------------|
| 1. White Burlap – Polyethylene Sheets | AASHTO M 171 |
| 2. Waterproof Paler | AASHTO M 171 |
| 3. White – Pigmented Liquid Membrane-Forming Compound ** | AASHTO M 148 |
| 4. White Polyethylene Film | AASHTO M 171 |
| 5. Burlap Cloth (Jute or Kenaf) | AASHTO M 182 |

**Required for PCC curbs, but do not use on bridges or box culverts. Test in accordance with the OSHD modified procedure.

205.02.09 Epoxy Cement

Epoxy cement shall be a two-compound epoxy resin adhesive conforming to requirements of AASHTO M 235.

205.02.10 Portland Cement

Furnish one or more of the following types as specified:

Type I – For general use when special properties of other type cements are not required.

Type IA – Air-entraining cement for same uses as Type I, where air-entrainment is desired.

Type II – For use when moderate sulfate resistance or moderate heat of hydration is desired.

Type IIA – Air-entraining cement for same uses as Type II, where air-entrainment is desired.

Type III – For use when high early strength is desired.

Type IIIA – Air-entraining cement for same use as Type III, where air-entrainment is desired.

Portland Cement shall conform to AASHTO M 85 for low alkali cement except as follows:

1. Total alkali content (sodium and potassium oxide calculated as $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) shall not exceed 0.6 percent.
2. Types I, IA, III, or IIIA must contain a maximum of 10 percent tricalcium aluminate.
3. Time-of-setting tests shall be by either the Gillmore Test or the Vicat Test or both, as Engineer may elect.

When not otherwise specified, use Type I. Contractor, at his option, may use Type III Portland Cement (high early strength) in lieu of Type I in the identical quantity specified for the latter.

Differing brands or types of cement, or the same brand or type of cement from different plants shall not be mixed during use nor be used alternately. Cement may be sampled either at the plant or site of work at the option of the Engineer.

205.02.11 Water

Water used in all work must be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable matter, or other substances injurious to the finished product. Use water conforming to AASHTO T 26 for mixing and curing Portland Cement concrete, mortar, or grout. Water of approved potable quality may be used without test.

205.02.12 Aggregates

205.02.12A General

Aggregates shall be subject to approval at the source or at the actual stockpile from which the aggregate is taken for incorporation in the work. During production of the aggregate, provide samples of each size for testing if requested by the Engineer. On the basis of testing, modify or adjust crushing and screening operations to bring each separate size of aggregate within gradings, proportions, and quantities as specified.

In all stages of production, transporting, and stockpiling, handle aggregates in such a manner as will prevent the segregation of materials and the intermingling of separate gradings or kinds of aggregates.

Grading of designated aggregate sizes shall conform to the requirements of appropriate forms of work contained within applicable sections throughout these Specifications.

The determination of sizes and grading of aggregate shall conform to AASHTO T 27 and AASHTO T 11.

205.02.12B Coarse Aggregates

Coarse aggregates shall be natural or crushed rock or gravel which is retained on a No. 4 sieve and free from flat, elongated, soft, or disintegrated pieces, vegetable material, or other deleterious matter.

Use crushed rock or crushed gravel for coarse aggregate in aggregate bases and all asphalt construction requiring coarse aggregate. Total deleterious matter shall not exceed 2 percent by weight.

Use crushed rock, natural gravel, or other inert materials of similar characteristics, or combinations thereof, for coarse aggregate in Portland Cement concrete. Do not allow amount of deleterious substances in Portland Cement concrete to exceed the following amounts:

Lightweight pieces	0.25% (by weight)
Friable particles	0.25% (by weight)
Material passing No. 200 sieve	1.00% (by weight)
Wood waste	0.05% (by weight)

Use coarse aggregates having weighted percentages of loss which do not exceed 12 percent by weight when subjected to five alternations of the sodium sulfate soundness test (AASHTO T 104).

Fracture of Gravel

When crushed gravel is furnished, it shall have at least one mechanically fractured face on not less than the following percentages (by weight) of the material retained on a No. 4 sieve.

<u>Type of Use</u>	<u>Percentages</u>
Asphalt Concrete Pavement	75
Asphalt Surface Treatment	95
Asphalt Treated Bases	75
Aggregate Bases - 1"- 0" crushed gravel	70

Durability

The source material from which coarse aggregate is produced shall meet the following qualifying test requirements:

<u>Test</u>	<u>Test Method</u>	<u>Requirements</u>
Degradation:		
Passing No. 20 sieve	OSHD Standard	30% Max.
Sediment Height	OSHD Standard	3" Max.
Abrasion	AASHTO T 96	35% Max.

Also, other sampling and testing of coarse aggregate shall be in accordance with the following methods:

Sampling	AASHTO T 2
Materials Passing No. 200 sieve	AASHTO T 11
Sieve Analysis	AASHTO T 27
Soundness	AASHTO T 104
Friable Particles	AASHTO T 112
Lightweight Pieces	AASHTO T 113
Fracture	OSHD Standard

205.02.12C Fine Aggregate

Use fine aggregate consisting of finely crushed rock or gravel, fine sand, and other finely divided natural and inert mineral matter, thoroughly washed, and free of clay, loam, shale, alkali, vegetable matter, and other deleterious matter. Do not mix fine aggregate from different geological sources, and do not store in the same pile nor use alternately in the same class of construction or mix.

Portland Cement concrete shall contain fine aggregate which has a deleterious material content not exceeding the following limits:

Friable Particles	1% (by weight)
Lightweight Particles	1% (by weight)
Material Passing No. 200 Sieve	1% (by weight)

When this fine aggregate for Portland Cement concrete is subject to five alternations of the sodium sulfate soundness test (AASHTO T 104), weighted percentage of loss must not exceed 10 percent by weight.

Asphalt cement concrete and surface treatments shall contain fine aggregate having a weighted loss of not more than 15 mass percent when sodium sulfate is used or 20 mass percent when magnesium sulfate is used in five cycles of the soundness test. Total deleterious matter shall not exceed 2 percent by weight.

Use fine aggregates which meet the durability requirements for coarse aggregates contained hereinbefore, and which meet the following Liquid Limit and Plasticity Index requirements:

<u>Quality</u>	<u>Test Method</u>	<u>Requirement</u>
Liquid Limit	AASHTO T 89	NP or 33 Max.*
Plasticity Index	AASHTO T 90	NP or 6 Max.*

*When tested as specified, both the liquid limit and the plasticity index test results shall conform to the following:

	AASHTO T 89	AASHTO T 90
Percent of Material Passing No. 40 Sieve	Liquid Limit (Maximum)	Plasticity Index (Maximum)
0.0 to 5.5, inclusive	33	6
5.1 to 10.0, inclusive	30	5
10.1 to 15.0, inclusive	27	4
15.1 to 20.0, inclusive	24	3

20.1 to 25.0, inclusive	21	2
Over 25.0	21	O or N.P.

Sampling and testing fine aggregate shall conform to the following methods:

1. Sampling	AASHTO T 2
2. Material Passing No. 200 Sieve	AASHTO T 11
3. Organic Impurities	AASHTO T 21
4. Sieve Analysis	AASHTO T 27
5. Mortar Strength	ASTM C 109
6. Soundness	AASHTO T 104
7. Friable Particles	AASHTO T 112
8. Lightweight Pieces	AASHTO T 113
9. Sand Equivalent	AASHTO T 176

205.02.13 Asphalt Materials

205.02.13A General

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

205.02.13B Asphaltic Cement

Use PBA-2 grade asphalt that meets OSHD requirements for Light Duty AC.

205.02.13C Tack Coat

Asphalt shall consist of CSS-1 or CSS-1h emulsified asphalts.

205.02.13D Slurry Seal

Use CCS-1H cationic emulsified asphalt.

205.02.14 Geotextiles

DESCRIPTION: Geotextiles will be accepted for use in various applications according to the provisions of this section.

DEFINITIONS:

- (a) **GEOTEXTILE** - A fabric manufactured specifically for use in civil engineering applications. Fibers used in the manufacture of geotextiles consist of long chain synthetic polymers. At least 85 percent by weight of the long chain polymers are polyolephins, polyesters, or polyamides.
- 1) **DRAINAGE GEOTEXTILE** - For installation in subsurface drains or other drainage locations.

- 2) **EMBANKMENT GEOTEXTILE** - For installation within or under embankments for stabilization.
 - 3) **RIPRAP GEOTEXTILE** - For installation behind and beneath riprap, buttresses, inlays, shear keys, and erosion control applications.
 - 4) **WALL GEOTEXTILE** - For construction of retained earth walls.
 - 5) **SUBGRADE GEOTEXTILE** - For installation on subgrades and in other material separation applications.
 - 6) **PAVEMENT OVERLAY GEOTEXTILE** - For installation beneath an asphalt concrete overlay.
- (b) **MACHINE DIRECTION** - The long, or warp, direction of the geotextile. The cross-machine, or fill, direction is perpendicular to the machine direction.
 - (c) **NON-WOVEN GEOTEXTILE** - A textile produced by bonding and/or interlocking of fibers by mechanical, heat, or chemical means.
 - (d) **ROLL** - Unit of continuous geotextile without transverse seams as furnished by the manufacturer. Roll size may vary between manufacturers and types of geotextiles.

ACCEPTANCE REQUIREMENTS:

- (a) **GENERAL REQUIREMENTS** - The geotextile shall:
 - Be composed of a polymeric yarn or fiber oriented into a stable network which retains its relative structure during handling, placement, and design service life.
 - Meet or exceed the properties outlined under Geotextile Property Values.
 - Be free of any chemical treatment or coating which might significantly reduce permeability.
 - Have the selvage finished so the outer fibers are prevented from pulling away from the fabric.
 - Be free of defects or tears.
 - Be resistant to ambient temperatures, acid and alkaline conditions, micro-organisms and insects.
 - Be for the intended purpose and have dimensional stability.
- (b) Base the actual minimum average roll values furnished by the manufacturer on representative test results from the manufacturing plant which produced the rolls, and shall meet or exceed each of the specified minimum values. Clearly label all rolls as being part of the same production run certified as meeting all applicable requirements.

GEOTEXTILE PROPERTY VALUES

Minimum Value

Geotextile Property Test Method	Drainage (1) Geotextile Type 1/Type 2	Riprap (1) Geotextile Type 1/Type 2	Subgrade Geotextile	Embankment Geotextile	Wall (1) Geotextile	Pavement (1) Overlay Geotextile
Grab tensile strength minimum in each principal direction - ASTM D4623	80 lb/180 lb	200 lb/260 lb	180 lb	230 lb	---	80 lb
Grab Elongation - ASTM D 4632	15%	15%	---	---	---	50%
Burst Strength, Diaphragm method - ASTM D 3786 Mod. (OSHA TM 814) (TF 25 Method 3)	130 psi/290 psi	320 psi/430 psi	290 psi	430 psi	---	---
Puncture Strength - ASTM D 4833 or ASTM D 3787 Mod. (OSHD TM 816)	35 lb/80 lb	80 lb/110 lb	80 lb	110 lb	---	---
Apparent opening size (AOS), U.S. Std. Sieve - ASTM D 4751 (CW-02215 Corps of Engr.)	No. 70 sieve or smaller opening	No. 70 sieve or smaller opening	No. 30 sieve or smaller opening	No. 30 sieve or smaller opening	(2)	---
Water permeability - ASTM D 4491	0.1 cm/sec	0.1 cm/sec	0.005 cm/sec	0.005 cm/sec	(2)	---
Ultraviolet stability - ASTM D 4355 at 500 hours	---	70% strength retained	---	---	70% strength retained	---
Wide strip tensile strength - ASTM D 4595	---	---	---	---	(2)	---
Asphalt retention - OSHD TM 817 (TF25 Method 3) (3)	---	---	---	---	---	0.20 gal/sq. yd.
Melting point - ASTM D 276	---	---	---	---	---	300° F

205.03 CONSTRUCTION

205.03.01 Description

This work consists of furnishing and placing geotextiles in drains, under embankments, for embankment reinforcement, under riprap, buttresses, inlays, shear keys and erosion control applications, behind retaining structures, over roadbed subgrades, and beneath pavement overlays as shown on the plans and at other locations as directed.

205.03.02 Geotextile Installation Requirements

Acquisition and Storage - Provide complete rolls of geotextile as furnished by the manufacturer and protect against damage and deterioration. Store all geotextile rolls in a dry place and off the ground at all times according to ASTM D 4873. Cover all rolls and partial rolls with a dark protective covering when received. The geotextile will be rejected for use if the Engineer determines it has defects, deterioration, or has been damaged.

Placement:

(1) Surface Preparation - Prepare the surface receiving the geotextile to a smooth condition free of obstructions, depressions and debris unless otherwise directed. Do not drag the geotextile on the ground or mishandle in any way.

Loosely place the geotextile without wrinkles so placement of the overlying material will not tear the geotextile. Lap or sew the geotextile at the ends and sides of adjoining sheets as specified.

(2) On Slopes - Place the geotextile with the machine direction oriented up-down the slope. Lap the upper sheets over the top of the lower sheets. When the geotextile is placed on a slope steeper than 6:1, securely anchor the laps to the ground surface with pins or stakes as necessary to prevent slippage and tearing of the geotextile. Start placement of fill material on the geotextile at the toe of the slope and proceed upwards.

(3) Where Exposed To Water - If geotextiles are placed under water or in areas where water will flow, the geotextile may be placed with the machine direction parallel to the direction of water flow instead of the placement direction specified. Overlap sheets so the upstream sheet is placed over the top of the downstream sheet. Adequately secure the geotextile to prevent slippage. As the geotextile is placed under water, place the backfill material on it to the required thickness. Do not place geotextile more than 50 feet ahead of the specified cover material.

Overlaps - Minimum overlap requirements for geotextiles are:

GEOTEXTILE APPLICATION	MINIMUM OVERLAP REQUIREMENTS, INCHES
Drains	12
Embankment Stabilization	24
Geotextile Wall Reinforcement	24
Pavement Overlays	**
Riprap and Rock Buttresses	24
Roadbed Subgrade Stabilization	24

* Refer to 00350.44

** Use sufficient overlap to insure closure, but not more than 6 inches.

If the Engineer determines the specified overlap is not sufficient, increase the overlap to provide adequate coverage or sew the geotextile together in the field. If field sewn, the provision of 00350.20 and 00350.40(d) apply.

Field Seams:

(1) **General** - Obtain the Engineer's approval before field seaming and stitching. Sew field seams with polymeric thread consisting of polypropylene, polyester, or kevlar, and as resistant to deterioration as the geotextile being sewn. Use a color of thread that contrasts with the geotextile being sewn so the stitches are exposed for inspection when the geotextile is placed.

(2) **Seam Type** - Obtain the geotextile manufacturer's recommendation for the type of seam and stitch to be used. If the Contractor does not obtain and provide the foregoing technical information, use a "J" seam with at least 3 stitches per inch. The flat, or prayer, seam may be used for repair of damaged in-place geotextile.

Protection of Geotextile - Protect the geotextile at all times from ultraviolet (UV) rays, contamination by surface runoff, and construction activities.

Traffic or construction equipment will not be permitted directly on the geotextile except as authorized.

When placed for construction, cover the geotextile with specified cover material as soon as possible. Do not leave in uncovered condition for more than 5 days, except when used with temporary retained earth walls and asphalt overlays.

Place cover material on the geotextile in a manner that the geotextile is not torn, punctured, or shifted. Use a minimum 6 inches thick cover layer or twice the maximum aggregate size, whichever is thicker. End-dumping cover material directly on the geotextile will not be permitted.

Limit construction vehicles in size and weight so rutting in the initial layer above the geotextile is not more than 3 inches deep or 1/2 the layer thickness, whichever is lesser. Turning of vehicles on the first layer will not be permitted.

Repair of Geotextile - Repair or replace all torn, punctured, or contaminated geotextiles during construction at no cost to the Division. Repair by placing a patch of the specified geotextile over the affected area. Overlap the existing geotextile with the patch. Where geotextile seams are required to be sewn, repair any damaged sheet by sewing unless otherwise indicated on the plans or special provisions or as directed.

205.03.02A Drainage Geotextile

When used in trenches for drains, place the geotextile in the trench as shown on the plans to loosely conform to the shape of the trench with no wrinkles or folds.

205.03.02B Embankment Geotextile

Construct embankment stabilization according to details shown on the

plans. Place the geotextile layers so the geotextile machine direction is transverse to the embankment centerline. Spread the geotextile so all slack and wrinkles are eliminated.

205.03.02C Riprap Geotextile

Place geotextile behind and beneath riprap, buttresses, inlays, shear keys, and erosion control applications according to the details shown. Demonstrate to the satisfaction of the Engineer that the combination of the rockfill drop height and the thickness of any aggregate cushion, when specified or required, are adequate to not puncture or damage the geotextile when placing the riprap or stone embankment material. In addition, the following limits apply:

Size of Rock Material	Maximum Drop Height, Feet	
	Onto Geotextile	Onto an Aggregate Cushion Blanket
Greater than 200 lbs.	0	3
200 lbs. or less	3	3

After placing the riprap, backfill all voids in the riprap face so the geotextile is completely covered and not visible.

205.03.02D Wall Geotextile

(a) **General** - Begin wall construction at the lowest portion of the excavation and place each layer horizontally as shown on the plans. Complete each layer in its entirety before the next layer is started. Seams will be allowed only at the wall face. Either overlap geotextile sheets perpendicular to the wall or sew seams parallel to the wall face. Stretch the geotextile in a perpendicular direction to the wall face to eliminate slack before backfilling.

(b) **Forming the Wall** - Use a temporary form system at the wall face during construction. A typical temporary form system and a sequence of wall construction required are shown in the plans. Use pegs, pins, or the manufacturer's recommended method as approved by the Engineer, in combination with the forming system, to hold the geotextile in place until the cover material is placed.

(c) **Backfill for Wall Construction** - Compact the backfill for the wall within the limits shown or directed. Compact each layer to 95 percent of maximum density as determined by OSHD TM 109. Maintain the water content to within +/- 3 percent of the optimum moisture content. Sheepsfoot rollers and vibratory rollers or other rollers with protrusions will not be allowed within 3 feet of the wall face. Compact this area using approved light mechanical tampers, without damaging or distorting the wall facing or reinforcing layers.

205.03.02E Subgrade Geotextile

For roadbed subgrade separation, prepare the subgrade according to Section 501.

Correct geotextile failures, as evidenced by soil pumping or roadbed distortion, by removing any covering material in the affected area and placing a geotextile patch on the exposed geotextile. The patch shall overlap the exposed geotextile a minimum of 12 inches. Cover the patch with the specified cover material and compact before proceeding.

205.03.02F Pavement Overlay Geotextile

(a) **General** - Place geotextile and pavement overlay in four basic steps:

- Surface preparation
- Sealant application
- Geotextile placement
- Overlay placement

As outlined according to Section 508.

205.04 MEASUREMENT AND PAYMENT (GEOTEXTILE)

Square Unit Basis (Measurements) - Each geotextile installation will be measured along the lines and grades of the installation to the nearest square yard of surface area actually covered according to the plans or as required, except for drainage and wall geotextile applications.

The number of square yards of drainage geotextile will be computed by multiplying the length of the trench where geotextile is used by the perimeter of the trench as determined from the neat lines shown, or as directed.

Geotextile walls will be measured to the nearest square foot of wall face computed by multiplying the length times the sloped height of the wall.

No separate measurement will be made for constructing laps, seams, joints, or patches unless more than the specified lap is ordered, in which case the added lap width will be measured.

Square Unit Basis (Payment) - The accepted quantities for geotextiles will be paid for at the contract price per unit of measurement for the following items:

UNIT OF PAY ITEM MEASUREMENT

(a) Drainage Geotextile	Square Yard
(b) Embankment Geotextile	Square Yard
(c) Riprap Geotextile	Square Yard
(d) Wall Geotextile	Square Foot
(e) Subgrade Geotextile	Square Yard
(f) Pavement Overlay Geotextile	Square Yard

Item (d) includes all backfilling costs and geotextile as shown on the plans.

Item (f) includes preparation work, sealant, and geotextile.

Payment will be payment in full for all equipment, tools, labor, and incidentals necessary to complete the work. No separate payment will be made for constructing laps, seams, joints, and patches unless the Engineer orders additional amounts over the minimum. For laps wider than the minimum or specified width, payment will be made for the added lap width at the contract unit prices.

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

207 RESTORATION AND CLEANUP

207.01 DESCRIPTION

This section covers the work necessary to restore and clean up the site, and remove all construction equipment, refuse, and unused materials of any kind resulting from project activities.

207.02 MATERIALS

Provide all materials required to accomplish the work as specified.

207.03 CONSTRUCTION

207.03.01 Surface Dressing

Slopes, sidewalk areas, planting areas, and roadway shall be smoothed and dressed to the required cross section and grade by means of a grading machine insofar as it is possible to do without damaging the work or existing improvements, trees, and shrubs. Unless specified otherwise, the maximum slope shall be 2 to 1 in cut and fill. Supplement machine dressing by hand work as necessary.

Upon completion of the cleaning and dressing, the project shall appear uniform in all respects. Grade all areas true to line and grade as shown. Excavated areas adjoining new walkways and curbs shall be backfilled with top soil. Where the existing ground is below the sidewalk and curb, fill and dress the area to the walk. Wherever fill material is required in the planting area, make finish surface high enough to allow for final settlement. Surface improvements other than topsoil which are adjacent to new walkways or curbs, such as asphalt paving or brickwork, shall be replaced with like materials.

207.03.02 Removal of Materials

Remove and dispose of all excavated or construction materials, equipment, and trash of all kinds resulting from the work. Where brush and trees have been disturbed, remove and dispose of or restore same as directed by the Engineer at the Contractor's expense.

207.03.03 Cleaning Drains

Clean all drainage facilities such as inlets, catch basins, culverts, and open ditches of all excess material or debris which is the result of the work.

207.03.04 Cleaning Paved Surfaces and Appurtenances

Clean all pavement surfaces, whether new or existing within the limits of the project. All haul routes will be kept free of dust, dirt, gravel, and debris at all times. Clean existing improvements such as curbs, gutters, walls, sidewalks, castings for manholes, monuments, water gates, lamp poles, vaults, signs, and other similar installations.

Flush the street with a pressure type flusher and hand broom or flush all sidewalks.

207.03.05 Restoring Planted Areas

Hand-rake and drag all former grasses and/or planted areas leaving disturbed areas free from rocks, gravel, clay, or any other foreign material and ready, in all respects, for seeding. The finished surface shall conform to the original surface, be free-draining and free from holes, rough spots, or other surface features detrimental to a seeded area.

207.03.06 Restoring Mobilization, Borrow and Disposal Areas

Clean all properties which were disturbed during construction of the project. Dispose of all uprooted stumps, felled trees, brush, excess excavation, rock, discarded materials, rubbish, and debris. Remove all plant, equipment, tools, and supplies and restore the property occupied to a neat, clean, and orderly condition, in equal or better condition to that existing before move in.

207.03.07 Removal of Signs

Do not remove warning, regulatory, guide, or project signs prior to formal acceptance, except as directed.

207.03.08 Restoring Curbs, Sidewalks and Driveways

Repair or replace all curbs, sidewalks, driveways, and other structures damaged during construction of the work. Construct curbs, sidewalks, driveways, and other structures in conformance with the applicable requirements in DIVISION FIVE - STREET TECHNICAL REQUIREMENTS.

207.04 MEASURE AND PAYMENT

207.04.01 Lump Sum Basis

When restoration and cleanup is listed as a separate pay item on the Proposal, it will be paid for on a Lump Sum Basis.

207.04.02 Incidental Basis

When not listed in the Proposal for separate payment, all restoration and cleanup will be considered incidental work for which no separate payment will be made.

DIVISION FIVE STREET TECHNICAL PROVISIONS

510 - ASPHALT PAVEMENT PENETRATING SEALANT

510.01 SCOPE

510.01.01 The following specifications pertain to the application of coal tar based penetrating sealant over asphalt pavement surfaces.

Penetrating Sealant is designed to replace the binder that is lost through the damaging effects of oxidation and moisture intrusion.

510.02 MATERIALS

510.02.01 Penetrating Sealant is a modified refined coal tar emulsion formulated for sealing and rejuvenating asphalt pavements. Substitute product must be an Approved Equal.

CHEMICAL CHARACTERISTICS

Classification	Coal Tar (RT 12) Emulsion
Weight per gallon at 77F	9.5 lbs. Per gallon (+/- 0.25)
Flammability	Non-Flammable
Flash Point	None
Storage	One Year
Color	Black When Dry

Applicable Standards and Product Test Data

510.02.02 ASTM Standards

- *D-140 Sampling of Bituminous Materials
- *D-466 Methods of Testing Film Deposits from Bituminous Emulsion
- *B-1 17 Salt Spray (FOG) Testing
- *D-529 Recommended Practice for Accelerated Weathering Test of Bituminous Materials
- *D-2939 Bituminous - Base Emulsions for use as Protective Coatings

510.02.03 Chemical Composition and Performance Requirements

<u>Test</u>	<u>Specifications</u>
Material	Material shall be homogeneous and show no separation or coagulation that cannot be overcome by moderate stirring.
Chemical & Physical Analysis - Water percentage	52-48 Max.

- Non Volatiles %	48-52 Min.
- Ash Non Volatiles %	30-35%
- Solubility of Non Volatiles in CS2%	20 Min.
Drying Time	30 Min - 1 hr.
Adhesion & Resistance to water	No Penetration or Loss of Adhesion
Resistance to Heat	No Blistering or Sagging
Flexibility	No Cracking or Flaking
Resistance to Impact	No Chipping, Flaking or Cracking
Resistance to Volatilization	10% Loss in Weight Max
Wet Film Continuity	Smooth, Non Granular, Free from Course Particles
Kinematic Viscosity	480 Centipoise on concentrate

510.02.04 Mixing Requirements

Materials shall be manufactured and supplied on site as a concentrate. The concentrate shall be mixed in a paddle agitated tank at a volume rate of one part sealant to 0.8 parts water prior to application.

510.03 APPLICATION EQUIPMENT

510.03.01 Apply sealant with a rate-controlled bituminous distributor.

The applicator truck must be capable of applying the sealant at a predetermined rate evenly in accordance with the speed of the truck. The spreader bar shall be a minimum of 12 feet; nozzles shall be clean, free of burrs and shall be the same size throughout the bar. Spray nozzles shall be individually controlled. The equipment shall have a means of mixing or recirculating the sealant prior to use. The truck shall have a hand held spray wand and hose assembly to reach areas not accessible with a spray bar.

510.03.02 The use of a portable tank and spray assembly may be used to outline curbs and other small areas. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment. And for the application of product test patches as deemed necessary by the Engineer.

510.04 SURFACE PREPARATION

510.04.01 New asphalt must be allowed to cure at least 30-60 days under good weather conditions. Before applying sealant, pour water on the asphalt surface. If a film of oil appears, the surface is not sufficiently cured.

510.04.02 Oil Spot Treatment

Treat all grease, oil, gasoline and similar petroleum stains or spots with approved oil spot primer, prior to the application of Sealant.

510.04.03 Pavement Cleaning

Immediately prior to applying Sealant, all loose materials and debris shall be removed from pavement surface by power cleaning equipment or mechanical sweeping equipment.

510.05 APPLICATION PROCEDURES

510.05.01 Application Rate - At the optimum application rate, the applied material should completely soak into the pavement without leaving puddles of excess material. Optimum application rate is typically between 0.10 to 0.20-gallons per square yard, per coat, for diluted product. This amounts to approximately 0.05 to 0.12

gallons of Sealant concentrate per square yard. Recycled asphalt pavement may require up to 0.40 gallons of diluted product per square yard depending on depth of mat and size of aggregate. Small test patches should be applied prior to application to determine optimum coverage rate.

510.05.02 Weather requirements - Temperature must be a minimum of 50F and rising for a period of not less than 24 hours. Do not apply when temperature is expected to drop below 50F in a 24 hour period. Do not apply if rain is forecast within 8 hours.

510.05.03 Surface finish - Surfaces shall be broom finished following application of Sealant and prior to curing.

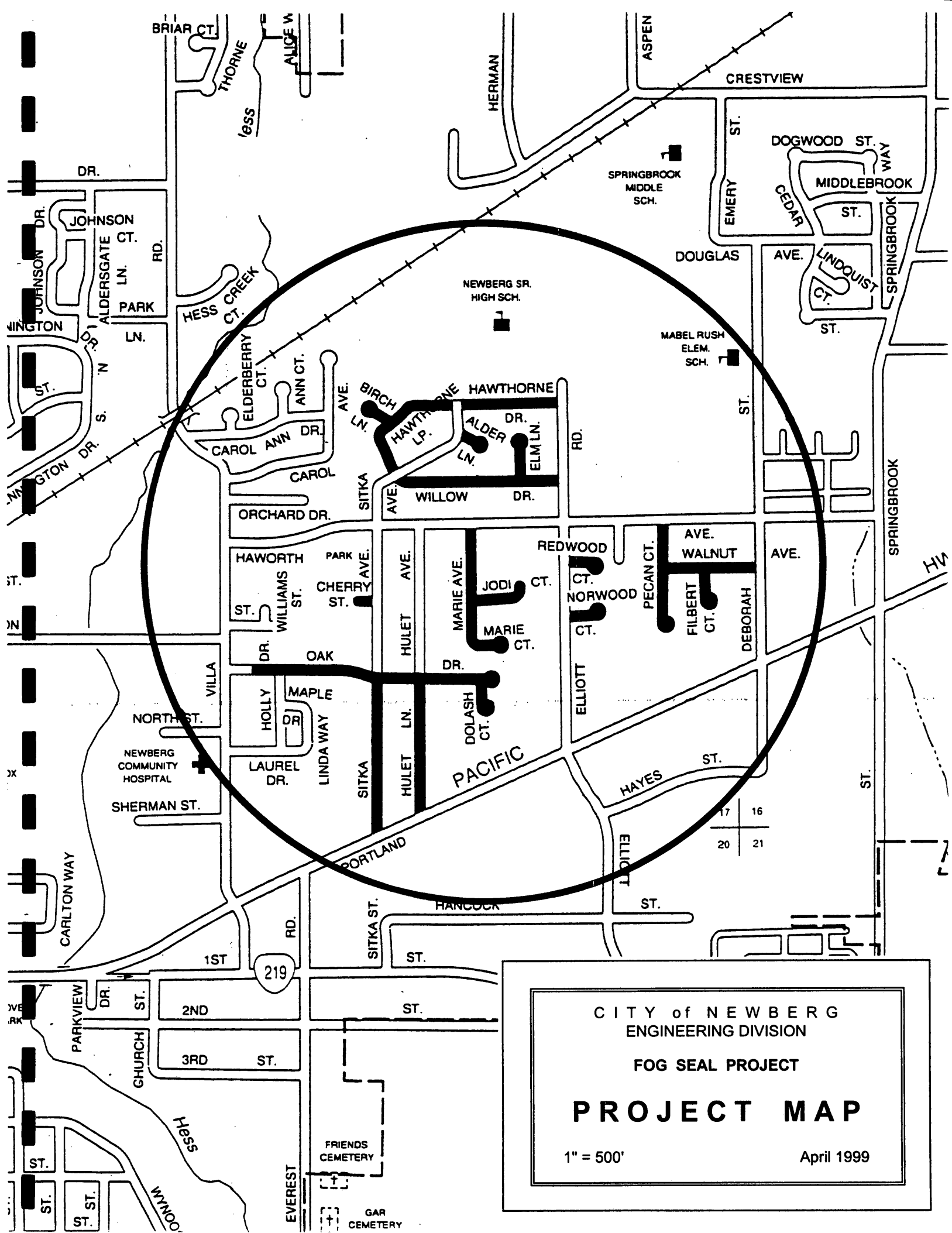
510.05.04 Opening up to traffic will be determined by the Engineer.

PROJECT INFORMATION

CITY OF NEWBERG
1999 FOG SEAL PROJECT

PROJECT MAP
STRAIGHT LINE CHARTS

APRIL 1999



STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
Alder Ln:			
1 + 00	0		W. curb, Sitka Ave.
1 + 72			Clean out
2 + 05			End pavement
Birch Ln:			
1 + 00	11		S. curb, Hawthorne
1 + 35			N. curb, Hawthorne
1 + 41		10	Water valve
1 + 42			Manhole
1 + 61		1	Manhole
1 + 68	20	18	Catch basin
1 + 73			Catch basin
2 + 32		1	Clean out
2 + 43			End pavement
Cherry St:			
1 + 00			E. curb, Sitka Ave.
1 + 46		17	Catch basin
2 + 60			End pavement
Dolash Ct:			
1 + 00	17 0, 25 69 0		N. curb, Oak Dr.
1 + 57			Catch basin
2 + 86			C/L Monument box
2 + 86			End pavement
3 + 14			Manhole
3 + 29			End pavement
Elm Ln:			
1 + 00	17		S. curb, Willow
1 + 38		15	Water valve
1 + 44			Catch basin
2 + 46		15	Water valve
2 + 47		15	Water valve

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
2 + 47	0		Clean out
2 + 82	0		End pavement
Filbert Ct:			
1 + 00			N. curb, Walnut
1 + 62	17	17	Catch basin
3 + 49	0		Manhole
3 + 81			End pavement
Hawthorne / Willow:			
1 + 00			C/L Monument box - Elliott Rd.
1 + 10	0		W. edge pavement, Elliott Rd.
1 + 30	17	17	Begin curb, Hawthorne
2 + 97	0		Manhole
7 + 42	18		Catch basin
7 + 83			W. curb, Sitka
9 + 80	4		Clean out
10 + 43		17	Catch basin
10 + 48		9	Manhole
10 + 77	17		Catch basin
11 + 55	12		Manhole
12 + 18	13		Manhole
12 + 24			W. curb, Birch
13 + 03	17	17	Catch basin
13 + 80		13	Clean out
15 + 57		15	Water valve
15 + 76	18		Water valve
15 + 75	20		Water valve
16 + 12			S. curb, Sitka
16 + 21	17		Catch basin
16 + 68		12	Manhole
20 + 08		17	Catch basin
20 + 10	17		Catch basin

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
20 + 43	0		Manhole
24 + 14	0		Manhole
24 + 31			E. curb, Elm
24 + 42	17		Catch basin
24 + 94	0		Clean out
26 + 48	17	17	Begin curb, Willow
26 + 53			Face of concrete sidewalk on Elliott
26 + 69			W. edge pavement, Elliott

Hulet Ave:

0 + 97	15		Water valve
1 + 00	0		N. curb, Portland Rd.
1 + 04	9		Gas valve
1 + 08	17		Catch basin
1 + 13		4	Manhole
1 + 40		17	Catch basin
4 + 38		1	Manhole
7 + 60	1		Manhole
8 + 16	1		Clean out
9 + 04			S. curb, Oak Dr.

Jodi Ct:

1 + 00			S. curb, Oak Dr.
1 + 41		19	Water valve
1 + 43	26		Catch basin
3 + 39		17	Catch basin
3 + 41	17		Catch basin
4 + 06	20		Catch basin
4 + 15	1		Manhole
4 + 46			Begin cul-de-sac loop. Loop pavement w = 26'
5 + 42		11	Clean out
5 + 71			N. curb, Jodi Ct. End cul-de-sac loop.

Marie Ave:

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
1 + 00			N. curb, Haworth Ave.
2 + 83	0		Manhole
3 + 64	17	17	Catch basin
5 + 61			N. curb, Jodi Ct.
5 + 67		9	Manhole
5 + 78	0		Manhole
7 + 06	1		Manhole
7 + 10	17	17	Catch basin
7 + 10		8	Manhole
7 + 13	0		C/L Monument box
7 + 75	0		C/L Monument box
7 + 94	17	17	Catch basin
8 + 18		13	Manhole
8 + 30		4	Manhole
8 + 80	0		C/L Monument box
10 + 28	0		C/L Monument box
10 + 58		18	Manhole
10 + 72			End pavement

Norwood Ct:

1 + 00			E. curb, Elliott Rd.
1 + 19	17		Catch basin
2 + 11	34		Clean out
2 + 44	3		Catch basin
2 + 55			End pavement

Oak Drive:

0 + 90			Begin curb & pavement
2 + 00			W. curb, Holly Dr.
2 + 15	0		Manhole
3 + 31	9		Manhole
3 + 31	17	17	Catch basin
4 + 13	10		Manhole

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
5 + 81	0		Manhole
7 + 85			W. curb, Sitka Ave.
8 + 12	10		Manhole
10 + 74			W. curb, Hulet Ave.
10 + 81	10		Manhole
10 + 91	1		Manhole
12 + 32	11		Manhole
12 + 52	3		C/L Monument box
13 + 00		3	C/L Monument box
14 + 17	17	17	Catch basin
14 + 20	11		Manhole
14 + 64	0		C/L Monument box at Dolash Ct.
14 + 65		5	Manhole
15 + 76	0, 25		C/L Monument box
15 + 76	69		End pavement
16 + 07	0		Manhole
16 + 19			End pavement

Pecan Ct:

1 + 00			N. curb, Haworth Ave.
1 + 75		17	Catch basin
3 + 15		17	Catch basin
3 + 93			N. curb, Walnut
3 + 96		14	Manhole
4 + 30		15	Water valve
4 + 32		13	Water valve
4 + 34		15	Water valve
5 + 44	0		Clean out
6 + 53		16	Water valve
6 + 56		15	Water valve
6 + 88	0		Manhole
6 + 95	25		Catch basin

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
7 + 41		14	Catch basin
7 + 67			End pavement
Redwood Ct:			
1 + 00			E. curb, Elliott Rd.
1 + 19	17		Catch basin
2 + 08		5	Clean out
2 + 42		50	Catch basin
2 + 51			End pavement
Sitka Ave:			
1 + 00	0		N. curb, Portland Rd.
1 + 03	17		Catch basin
1 + 05	8		Manhole
1 + 41		17	Catch basin
3 + 83	0		C/L Monument box
4 + 06	17	17	Catch basin
4 + 38	4		Manhole
4 + 83	0		C/L Monument box
5 + 07	17		Catch basin
5 + 79	0		Manhole
7 + 58	0		Manhole
8 + 27	0		Manhole
10 + 17		22	Catch basin
10 + 21	0		Manhole
10 + 25			S. curb, Oak Dr.
Walnut Ave:			
1 + 00	0		W. curb, Pecan Ct.
1 + 62		17	Catch basin
1 + 72	17		Catch basin
2 + 37	0		Clean out
3 + 46			W. curb, Filbert Ct.
3 + 63	0		Manhole

STRAIGHT LINE CHART

STA.	OFFSET (Ft)		DESCRIPTION
	LEFT	RIGHT	
3 + 97	13		Manhole
5 + 19	0		Manhole
6 + 56	17	17	Catch basin
7 + 30			C/L Monument box - Deborah Rd.