

**CITY OF NEWBERG
CONTRACT CHANGE ORDER NO. 3
July 16, 2003**

Project: WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION AND REPAIR PROJECT # 706367
Contractor: PCI Mechanical Construction

SUMMARY OF PROPOSED CHANGES:

1. Work Involved:

Item A. Modify piping to accommodate as-discovered pipe layout at variance from as-built drawings. +\$2,123.80

Item B. Re-plumb drywell sump pump around new ductwork. +\$485.94

TOTAL +\$2,609.74

2. Cost Summary:

Original Contract Amount:	\$108,862.00
Net Change by Previous Change Order:	-\$ 473.69
Previous Total:	\$108,388.31
This Change Order:	\$ 2,609.74
New Contract Amount to Date:	\$110,998.05

3. Contract Time:

Completion date is hereby changed to read: No Change

4. Time Extension:

There is no extension of time for completion of this project.

All other provisions of the contract documents remain in full force.

ACCEPTANCE SIGNATURES:

Contractor 7/18/03 Date
PROJECT MANAGER
 Title

M. Salter 7/18/03
City of Newberg Date
COMMUNITY DEV'T DIRECTOR
Title

CITY OF NEWBERG
CONTRACT CHANGE ORDER NO. 2
June 10, 2003

Project: WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION AND REPAIR PROJECT # 706367
Contractor: PCI Mechanical Construction

SUMMARY OF PROPOSED CHANGES:

1. Work Involved:

Item A. Eliminate provision of pump bases according to Section 10101. -\$4,320.00

TOTAL -\$4,320.00

2. Cost Summary:

Original Contract Amount:	\$108,862.00
Net Change by Previous Change Order:	\$ 3,846.31
Previous Total:	\$112,408.31
This Change Order:	-\$ 4,320.00
New Contract Amount to Date:	\$108,088.31

3. Contract Time:

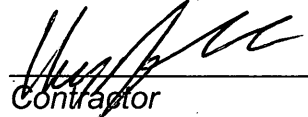
Completion date is hereby changed to read: No Change

4. Time Extension:

There is no extension of time for completion of this project.

All other provisions of the contract documents remain in full force.

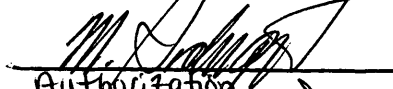
ACCEPTANCE SIGNATURES:

 6-26-03
Contractor Date

PROJECT MANAGER
Title

 6-26-03
City of Newberg Date

MAINTENANCE SUPERVISOR
Title


Authorization
COMMUNITY DEV'T DIRECTOR
Title

CITY OF NEWBERG
CONTRACT CHANGE ORDER NO. 1
June 6, 2003

Project: WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION AND REPAIR PROJECT # 706367
Contractor: PCI Mechanical Construction

SUMMARY OF PROPOSED CHANGES:

1. Work Involved:

Item A. Change HDPE piping to Ductile Iron Piping. +\$3,846.31

TOTAL +\$3,846.31

2. Cost Summary:

Original Contract Amount:	\$108,862.00
Net Change by Previous Change Order:	\$ 0
Previous Total:	\$108,862.00
This Change Order:	\$ 3,846.31
New Contract Amount to Date:	\$112,408.31

3. Contract Time:

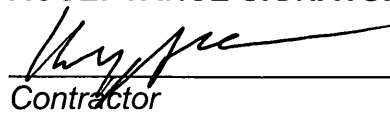
Completion date is hereby changed to read: No Change

4. Time Extension:

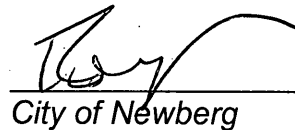
There is no extension of time for completion of this project.

All other provisions of the contract documents remain in full force.

ACCEPTANCE SIGNATURES:

 6/11/03
Contractor Date

PROJECT MANAGER
Title

 6-3-03
City of Newberg Date

PROJECT MANAGER
Title


Community Dev't Director
Title

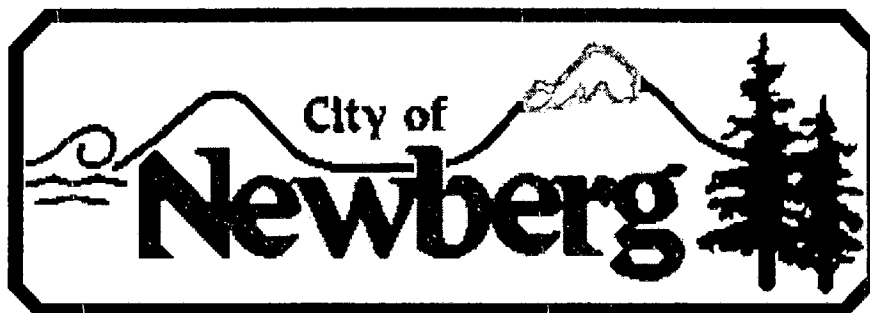
Original

CITY OF NEWBERG

CITY RECORDER INDEX NO. 2013

CITY OF NEWBERG, OREGON
COMMUNITY DEVELOPMENT DEPARTMENT

**WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION AND REPAIR PROJECT**



APRIL 2003

PREBID MEETING

April 15, 2003 10:00 AM
at Newberg City Hall
414 E. First Street, Newberg

SUBMIT BIDS NO LATER THAN
10:00 A.M. APRIL 29, 2003
BIDS OPEN AT 2:00 P.M. APRIL 29, 2003

Contact for Questions:

Robert Simpson
Project Manager
(503) 537-0875

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INVESTIGATION AND REPAIR

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PART 1

CONTRACT DOCUMENTS

NOTICE TO BIDDERS
WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION and REPAIR

The City of Newberg Community Development Department requests proposals for the **WASTEWATER TREATMENT INFLUENT PUMP STATION INVESTIGATION and REPAIR** project. Sealed bids will be accepted until **10:00 A.M.** local time on **Tuesday the 29th day of April 2003**. Address bids to Robert Simpson, Project Manager, at the Community Development Office, P.O. Box 970, 414 E. First Street, Newberg, Oregon 97132. At 2:00 P.M., at this location, all bids will be opened and publicly read aloud. Clearly mark the project title and a complete return address on the outside of the envelope.

Prequalification

Prequalifications of bidders will be required for this project in accordance with ORS Chapter 279.047. Documentation of State of Oregon approval must be submitted to the City of Newberg., Attn: Robert Simpson, Project Manager, at least seven (7) days prior to the bid opening date.

Acceptance of Bids

Any determinations of the lowest responsible bidder and award are subject to review and determination by the City Attorney as to legal sufficiency of any bid submitted. 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.

All bids must be submitted on the enclosed "Proposal" form completely filled out, signed and accompanied by a certified check or bid bond payable to the City of Newberg, Oregon for an amount not less than 10 percent of the total amount of the bid submitted.

Time for Completion

The described work shall be substantially complete 45 days after notice to proceed. Notice to proceed will be issued after the conditions described in City of Newberg Technical Requirements Section 108.03 are satisfied.

Examination and Inspections

Bidders must determine for themselves, to their own satisfaction, all of the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and the specifications and by such other means as they may choose. It is understood and agreed that information as to conditions or obstructions indicated in the plans or specifications has been obtained by the City from data at hand. There is no expressed or implied agreement that such conditions are fully or correctly shown and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

END OF SECTION

CITY OF NEWBERG
WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION and REPAIR

PROPOSAL

Schedule of Prices

The undersigned agrees to accept as full payment for the work proposed for the WASTEWATER TREATMENT INFLUENT PUMP STATION INVESTIGATION and REPAIR project as herein specified and as shown on the plans, based upon the undersigned's own estimate of quantities and costs, the following:

In the event that the bids exceed the available funds for this work or weather requires the full capacity of the pump station, the scope of work will need to be reduced. Provide the following breakdown of the lump sum bid items shown in the scope of work.

- | | | |
|----|--------------------------------|-------------------------------|
| 1. | Clean and evaluate Wet Well #1 | <u>\$ 9,800⁰⁰</u> |
| 2. | Clean and evaluate Wet Well #2 | <u>\$ 9,800⁰⁰</u> |
| 3. | Rebuild/repair for Wet Well #1 | <u>\$ 40,200⁰⁰</u> |
| 4. | Rebuild/repair for Wet Well #2 | <u>\$ 49,062⁰⁰</u> |

TOTAL BID PRICE

(sum of items 1 through 4 above)

\$ 108,862⁰⁰
(amount in figures)

ONE HUNDRED EIGHT THOUSAND

EIGHT HUNDRED SIXTY-TWO Dollars and NO Cents
(amount written in words has precedence)

Award of bid will be based on "TOTAL BID PRICE". The amount of work will not be reduced unless required by financial restrictions or unfavorable weather.

The Bidder acknowledges receipt of the following Addenda.

No. <u>1</u>	Date <u>4-23-03</u>
No. _____	Date _____
No. _____	Date _____

Performance Bond

The successful Bidder will be required to furnish a performance bond for the full amount of the Contract prior to the execution of the Contract. By signing this proposal, the Bidder certifies that if awarded the Contract, Bidder 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.

Bidder understands and agrees if he 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 Developers Surety & Indemnity Co.
(Surety Company)

Bidder hereby authorizes same Surety Company to disclose any information to the Owner concerning Bidder's ability to supply a performance bond in the amount of the Contract.

The attorney in fact who executes the Bond on behalf of the surety shall affix thereto a certified and current copy of his power of attorney and shall indicate the monetary limit of such power.

Prevailing Wages

The latest issue of the "Prevailing Wage Rates for Public Works Contracts in Oregon" shall apply to all work done under this contract. The applicable rates, those effective **January 1, 2003**, are incorporated herein and will also be attached to the final contract documents.

Insurance – Proof of Coverage

Work shall not commence until all insurance requirements as described in City of Newberg Technical Requirements Section 107.06 have been met and certificates thereof have been filed with the Project Manager.



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

BID OR PROPOSAL BOND – PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That we, PNEUMATIC CONSTRUCTION, INC. DBA: PCI MECHANICAL CONSTRUCTION (hereinafter called principal), as principal, and DEVELOPERS SURETY AND INDEMNITY COMPANY, a corporation authorized to transact a general surety business in the State of OREGON, as Surety, are held and firmly bound unto CITY OF NEWBERG

(hereinafter call the Obligee), in the just and full sum of

***** TEN PERCENT OF TOTAL BID AMOUNT *****

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the WASTEWATER TREATMENT INFLUENT PUMP STATION

INVESTIGATION & REPAIR PROJECT

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

NOW THEREFORE, the condition of this obligation is such that if said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond or bonds for the faithful performance of said contract as specified in the bidding or contract documents; or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 29 day of APRIL, 2003

YEAR

PNEUMATIC CONSTRUCTION, INC.
DBA: PCI MECHANICAL CONSTRUCTION
Principal (Seal)

By: James W. Dwyer

DEVELOPERS SURETY AND INDEMNITY COMPANY
Surety (Seal)

By: Cynthia Mohr
CYNTHIA MOHR Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO BOX 19725, IRVINE, CA 92623 • (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Brian Dooney, Judy Price, Cynthia Mohr, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

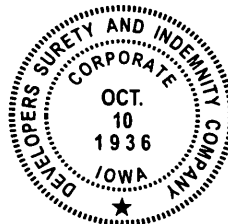
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 8th day of January, 2002.

By: 
David H. Rhodes, Executive Vice President

By: 
Walter A. Crowell, Secretary

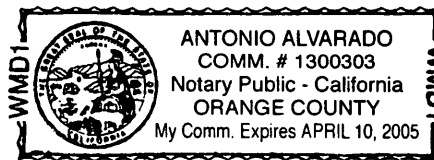


STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On January 8, 2002, before me, Antonio Alvarado, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

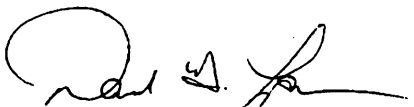
Signature 



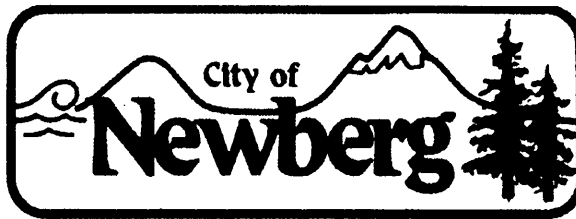
CERTIFICATE

The undersigned, as Chief Operating Officer of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 29 day of APRIL, 2003.

By: 
David G. Lane, Chief Operating Officer

City of Newberg
414 E. First Street
P.O. Box 970
Newberg, OR 97132



City Manager
(503) 538-9421
(503) 537-5013 FAX

**Community Development Office
503-537-1240**

TO PLANHOLDERS

**WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION AND REPAIR PROJECT
ADDENDUM #1
April 23, 2003**

This addendum, as delivered via fax on April 23, 2003, forms a part of the Contract Documents. It modifies the original bidding documents.

<u>Item #</u>	<u>Description of Change</u>
1	New Specification Section 15102 Plug Valves Insert the attached specification section into the bid documents.
2	Replace the specified 12-inch gate valve with the 12-inch plug valve specified in item 1 of this Addendum.
3	Add to 12-inch check valve requirements "interior and exterior finish shall be fusion bonded epoxy".

Each bidder shall acknowledge receipt of this *Addendum No. 1* by signature below and attaching this document with their bid in addition to writing in the addendum number and date on page 3 of the Contract Documents. A bid submitted without acknowledgment may be invalid.


Bidder's Signature

Date - 4-29-03

Company Name
Pneumatic Const. Inc.
DBA: PEI MECHANICAL
9180 S.E. 74th
PORTLAND, OR 97206

SECTION 15102 PLUG VALVES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Plug valves.
- B. Related Sections include but are not necessarily limited to:
 - 1. Division 1 - General Requirements.
 - 2. Section 15100 - Valves: General Requirements.

1.02 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American National Standards Institute (ANSI):
 - a. A21.11, Rubber - Gasket Joints for Ductile - Iron and Gray - Iron Pressure Pipe and Fittings.
 - b. B16.1, Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250 and 800.
 - 2. American Water Works Association (AWWA):
 - a. C606, Grooved and Shouldered Joints
 - b. C509, Resilient-Seated Gate Valves 3 through 12 NPS, for Water and Sewage Systems.
 - 3. American Society for Testing and Materials (ASTM):
 - a. A126, Gray Iron Castings for Valves, Flanges and Pipe Fittings.
 - b. A536, Standard Specifications for Ductile Iron Castings.

1.03 SUBMITTALS

- A. Shop Drawings:
 - 1. Per Division 1, General Requirements and Section 01001, General Specifications.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, Manufacturers that submit documentation that the products are manufactured in compliance with ISO 9001/9002 standards will be considered acceptable.

2.02 MATERIALS

- A. Plug Valve:
 - 1. Body: Cast-iron ASTM A126, Class B (semi-steel).
 - 2. Plug: Resilient.
 - 3. Plug facing: Grease and/or petroleum-resistant acrylonitrile-butadiene.
 - 4. Shaft bearing bushings: Permanently lubricated stainless steel.
 - 5. Valve seats: Welded-in overlay of 90 percent nickel.
 - 6. Packing: Acrylonitrile Butadiene, TFE, dual U-cup or V-cup multiple ring.
 - 7. All fasteners, screws, bolts or similar items shall be type T-316 SS.
 - 8. Interior and exterior finish shall be fusion bonded epoxy.

2.03 VALVE ACTUATORS

A. Valve Actuators - General:

1. Provide actuators as shown on Drawings or specified.
2. Counter clockwise opening as viewed from the top.
3. Direction of opening and the word OPEN to be cast in handwheel or valve bonnet.
4. Size actuator to produce required torque with a maximum pull of 40 LB and withstand without damage a pull of 200 LB.

B. Manual Actuators:

1. Provide for all exposed valves not having electric or cylinder actuators.
2. Provide handwheels for gate and globe valves.
 - a. Size handwheels for valves in accordance with AWWA C500.
3. Provide lever actuators for new and reused existing plug valves, 4 Inch and smaller.
4. Provide gear actuators on new and reused existing plug valves 6 Inch and larger.
5. Gear actuators to be totally enclosed, permanently lubricated and with sealed bearings.

2.04 FABRICATION

- A. Port area: Valves 4 Inch through 20 Inch: Equal to or exceed 80 percent of full pipe area.
- B. Valve body: Fitted with bolted cast iron bonnet.
- C. End connections: Flanged, Faced and drilled per ANSI B16.1, Class 125 LB.
- D. Dimensions: Per AWWA C509
- E. Packing: Adjustable (compressible type only) and replaceable without disassembling valve, removing actuator or disturbing piping connections.
- F. Designed for seating drip tight in either flow direction.
- G. Actuator gearing in enclosure suitable for running in oil with seals on shaft to prevent entry of dirt or water.
- H. Positive identification on actuator indicating valve position.
- I. Adjustable stop to set closing torque.
- J. Rating: 175 psi working pressure.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. See Section 15100.
- B. Unless shown otherwise, install valves with valve stem horizontal, plug seat on inlet side with plug rotating up into the open position for valves in horizontal lines.

END OF SECTION

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 10th day of June, 2003, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and

PCI Mechanical Const.

9180 SE 74th Ave.

Portland, OR 97206

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 WASTEWATER TREATMENT INFLUENT PUMP STATION INVESTIGATION and REPAIR to the extent of the Bid made by the Contractor on the 29th day of April, 2003, all full compliance with Contract Documents referred to 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 Proposal made by the Contractor, the Owner agrees to pay to the Contractor the amount proposed 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 two years 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, shall be paid at the rate of two hundred fifty dollars (\$250.00) per consecutive calendar day. Sundays and legal holidays shall be excluded in determining days in default.

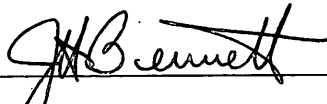
The provisions of ORS 279.350 relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein.

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.

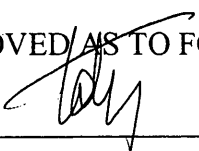
CITY OF NEWBERG, OREGON

By 
James H. Bennett, City Manager
City of Newberg

CONTRACTOR

By 
Pneumatic Const/BA PCT Mech
9180 SE 74TH PMD. OR - 97206

APPROVED AS TO FORM:


City Attorney

END OF SECTION



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300
www.InscoDico.com

Bond No 553295P

PUBLIC WORKS CONTRACT BOND – OREGON

KNOW ALL MEN BY THESE PRESENTS, That we, PNEUMATIC CONSTRUCTION, INC.

(hereinafter called the Principal), as Principal, and the DEVELOPERS SURETY AND INDEMNITY CO. a
IOWA corporation authorized to transact a general surety business in the
State of Oregon (hereinafter called the Surety), are held and firmly bound unto
CITY OF NEWBERG
P.O. BOX 970 NEWBERG, OR 97123

(Hereinafter called the Obligee) in the sum of ONE HUNDRED EIGHT THOUSAND EIGHT
HUNDRED SIXTY TWO ----- 00/100
Dollars (\$ 108,862.00 -----) lawful money of the United States of America to be paid
to said Obligee, we do bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That WHEREAS, on the 2ND day
of JUNE, 2003, the Principal entered into a contract with the
Obligee described as follows: Year

WASTEWATER TREATMENT INFLUENT
PUMP STATION REPAIR PROJECT

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms of the
contract and shall well and truly perform all matters and things undertaken to be performed under said contract upon
the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any
prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution
against the Obligee on account of any labor or material furnished, and shall promptly pay all contributions or amounts
due the Industrial Accident Fund and State Unemployment Compensation Fund from the contractor or his subcontractor
and all sums due the Oregon State Tax Commission for sums of money withheld from the wages of employees of
the contractor and his subcontractor pursuant to Section 25 of the personal income tax law of 1969, incurred in the
performance of said contract, then this obligation is to be void, otherwise to remain in full force and effect.

The total of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials,
provisions and goods and to any other person or persons, shall in no event exceed the penalty hereof.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the
Principal or to any subcontractor or other person in the performance of any such work, whether specifically provided
for in the contract or not.

This bond is executed for the purpose of complying with Chapter 279 of Title 26, Oregon Revised Statutes, the
provisions of which are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this
2ND day of JUNE, 2003.
Year

PNEUMATIC CONSTRUCTION, INC.

Principal

By: James W. Davell

DEVELOPERS SURETY AND INDEMNITY COMPANY

Surety

By: Cynthia Mohr
CYNTHIA MOHR, ATTORNEY-IN-FACT

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO BOX 19725, IRVINE, CA 92623 • (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Brian Dooney, Judy Price, Cynthia Mohr, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

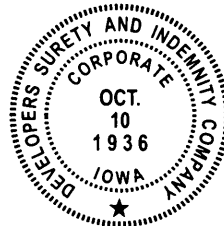
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 8th day of January, 2002.

By: 
David H. Rhodes, Executive Vice President

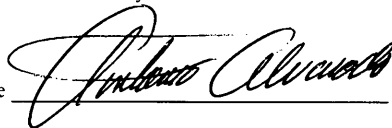
By: 
Walter A. Crowell, Secretary

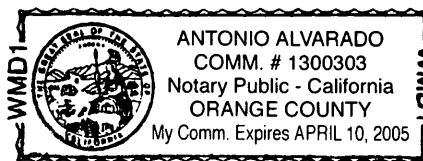


STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On January 8, 2002, before me, Antonio Alvarado, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

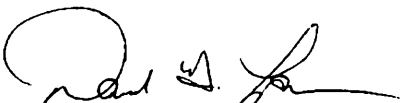
Signature 



CERTIFICATE

The undersigned, as Chief Operating Officer of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 2 day of JUNE, 2003.

By: 
David G. Lane, Chief Operating Officer

DISCLOSURE RIDER

Terrorism Risk Insurance Act of 2002

The Terrorism Risk Insurance Act of 2002 created a three-year program under which the Federal Government will share in the payment of covered losses caused by certain events of international terrorism. The Act requires that we notify you of certain components of the Act, and the effect, if any, the Act will have on the premium charged for this bond.

Under this program, the Federal Government will cover 90% of the amount of covered losses caused by certified acts of terrorism, as defined by the Act. The coverage is available only when aggregate losses resulting from a certified act of terrorism exceed \$5,000,000.00. Insurance carriers must also meet a variable deductible established by the Act. The Act also establishes a cap of \$1,000,000,000.00 for which the Federal Government or an insurer can be responsible.

Participation in the program is mandatory for specified lines of property and casualty insurance, including surety insurance. The Act does not, however, create coverage in excess of the amount of the bond, nor does it provide coverage for any losses that are otherwise excluded by the terms of the bond, or by operation of law.

No additional premium has been charged for the terrorism coverage required by the Act.

Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch
Irvine, CA 92614
(949) 263 3300
www.inscodico.com

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID JR PNEUM-1	DATE (MM/DD/YYYY) 06/02/03
PRODUCER Leonard Adams Company 5201 SW Westgate Dr, Suite 300 Portland OR 97221 Phone: 503-296-0077 Fax: 503-296-0044		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.			
INSURED Pneumatic Construction Inc. PCI Mechanical Construction 9180 SE 74th Ave Portland OR 97206		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: Ohio Casualty Insurance Co.		24074	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES								
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	BLA(02) 52395654	11/26/02	11/26/03	EACH OCCURRENCE	\$ 1,000,000	
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000	
		☒ WA Stop Gap				PERSONAL & ADV INJURY	\$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000	
		☐ POLICY ☒ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
A		AUTOMOBILE LIABILITY	BAW(02) 52395654	11/26/02	11/26/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		☒ ANY AUTO				BODILY INJURY (Per person)	\$	
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
☒ HIRED AUTOS								
☒ NON-OWNED AUTOS								
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		☐ ANY AUTO				OTHER THAN EA ACC AGG	\$	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$	
		☐ DEDUCTIBLE					\$	
		RETENTION \$					\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
Re: Wastewater Treatment Influent Pump Station Repair Project	
NOTE: Certificate Holder is additional insured with respects to operations of the named insured.	

CERTIFICATE HOLDER	CANCELLATION
CITY OF	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
City of Newberg PO Box 970 Newberg OR 97132	AUTHORIZED REPRESENTATIVE Joe Riter

POLICY NUMBER: BAW52395654

COMMERCIAL GENERAL LIABILITY

NAMED INSURED: Pneumatic Construction Inc.

CG20 10 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of Newberg

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

6/2/03

Leonard Adams Company/ (TYPISTS INITIALS)

CG 20 10 03 97

Copyright, Insurance Services Office, Inc., 1996

Page 1 of 1

FIRST-TIER SUBCONTRACTOR DISCLOSURE

INSTRUCTIONS

The City of Newberg, pursuant to OAR 137-040-0017, **MUST REJECT A BID** if the Bidder fails to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$75,000 (see ORS 279.027). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the total Contract Price, but at least \$15,000, or (ii) \$350,000 regardless of the percentage of the total Contract Price.

The Bidder must disclose the required information about that subcontract either in its bid submission or within four hours after bid closing, **by completing the attached form.**

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the attached form.

Compliance with the disclosure and submittal requirements of ORS 279.027(2) and this rule is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279.322. Agencies shall accept written submissions filed under that statute as public records. Aside from issues involving inadvertent clerical error under ORS 279.322(5), Agencies do not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions. See ORS 279.323 regarding complaints to the Construction Contractors Board on improper substitution

The January 1, 2002 amendments to this rule shall apply to Public Improvement Contracts first advertised on or after January 1, 2002.

Agency Note: Agencies shall obtain, and make available for public inspection, the disclosure forms required by ORS 279.027 and this rule. Agencies shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279.363. Agencies are not required to determine the accuracy or completeness of the information provided on disclosure forms.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: WWT INFLUENT PUMP STATION INVESTIGATION AND REPAIR PROJECT

Contract Number: CIP #706366

Bid Opening Date and Time: APRIL 29, 2003 at 2:00 PM

Bidding Contractor Name: Pneumatic Const Inc./DBA: PCT MECHANICAL

CCB Number: 063465

Dollar Amount: \$ 108,862⁰⁰

Firm Name <u>NONE</u>	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount

Firm Name	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount

Firm Name	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount

Firm Name	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount

Firm Name	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount

Firm Name	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount

(Attach additional sheets as necessary)

BIDDER'S STATUS OF RESIDENCY

WASTEWATER TREATMENT INFLUENT PUMP STATION INVESTIGATION AND REPAIR PROJECT

project name :

Pneumatic Const. Inc./DBA: PCI Mechanical
name of contracting company

503-777-5548
telephone

9180 S.E. 74th - Portland, Or. 97206
business address

503-777-5590
fax

Oregon law, as set forth in ORS 279.029, requires that the Owner, in determining the lowest responsible Bidder for the Project listed below, must 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 that Bidder resides. Consequently, each Bidder must indicate whether it is a resident or nonresident Bidder.

A "resident Bidder" is a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder"

A "nonresident Bidder" is a Bidder who is not a resident Bidder.

The undersigned states that it is: (check one)

- ☒ A resident Bidder
☐ A nonresident Bidder

List the State in which Bidder resides:

James W. Duvall
signature of person completing form

James W. DUVALL
print name

Cooperation President
title

4-29-03
date

**BIDDER'S ELIGIBILITY
FOR A PUBLIC WORKS CONTRACT**

**WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION AND REPAIR PROJECT**

project name

James W Duvall
signature of authorized signer

James W DUVALL
print name

Corporation President
title

with legal authority from

Pneumatic Const. Inc. DBA: PCI MECHANICAL
name of contracting company

503-777-5548
telephone

9180 S.E. 74th - Portland, OR 97206
business address

503-777-5590
fax

hereinafter referred to as Contractor, certifies that the Contractor is eligible to receive a public works contract, as set forth in ORS 279.361 and verifies that every subcontractor for the above referenced Project complies with the same Statutes. The Contractor agrees, if awarded a contract, that every subcontractor will be required to provide certification to be filed with the City prior to such subcontractor commencing any subcontract work under the contract. (A blank form for the certification, entitled "Subcontractor's Eligibility For A Public Works Subcontract" is included.)

Karen Duvall
signature of person completing form

Karen DUVALL
print name

Office Manager
title

4-29-03
date

**SUBCONTRACTOR'S ELIGIBILITY
FOR A PUBLIC WORKS SUBCONTRACT**

**WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION AND REPAIR PROJECT**

project name

signature of person completing form

print name

title

with legal authority from

name of contracting company

telephone

business address

fax

hereinafter referred to as Subcontractor, certifies that the Subcontractor is eligible to provide construction work for the above referenced Project as set forth in ORS 279.361. The Subcontractor further agrees to provide this certification to be filed with the City prior to such Subcontractor commencing any subcontract work under the contract.

Please provide a brief description of subcontract work:

date of commencing subcontract work

estimated completion date

signature of person completing form

print name

title

date

**VERIFICATION OF PAYMENT TO
SUBCONTRACTORS AND/OR SUPPLIERS**

for the month of _____, 2003

The Contractor shall provide a copy of this form to all Subcontractor(s) and Supplier(s). It is the responsibility of all Subcontractor(s) and Supplier(s) to complete this form and give it to the City prior to the 7th day of each month following work or material supplied, until either the end of project is reached or full/final/complete payment is made by the Contractor.

**WASTEWATER TREATMENT INFLUENT PUMP STATION
INVESTIGATION AND REPAIR PROJECT**

project name _____

name of contracting company _____

telephone _____

business address _____

fax _____

The City hereby requests the Subcontractor(s) and Supplier(s) to disclose to the City, payment status on work and/or material furnished for the above project for the month indicated above. The purpose is to determine if all claims, indebtedness for material, labor and other services performed in connection with this project have been paid in a timely manner by the Contractor. This information is necessary for the City to evaluate further payment request to the Contractor, in compliance with the contract documents, the plans, and the specifications.

name of subcontracting company _____

telephone _____

business address _____

fax _____

dates of billing _____

payment status: (when, full, partial, non, overdue, etc.) _____

expected date of completion of subcontract work _____

Comments:

signature of person completing form _____

print name _____

title _____

date _____

CERTIFICATE OF COMPLIANCE

WASTEWATER TREATMENT INFLUENT PUMP STATION INVESTIGATION AND REPAIR PROJECT

project name

name of contracting company

telephone

business address

fax

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the contract documents, the plans and the specifications for the above project, and that:

1. Not less than the prevailing rates of wages as ascertained by the Contracting Agency have been paid to laborers, workers and mechanics employed on this project;
2. There have been no unauthorized substitutions or assignment of subcontractors, nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Engineer prior to the start of such subcontracted work;
3. All claims and indebtedness for material and labor and other services performed in connection with this project have been paid;
4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund (ORS 279.510), the State Department of Revenue (ORS 316.162 thru 316.212), hospital associations and/or others (ORS 279.320) have been paid;
5. All private property and easement areas have been satisfactorily restored in accordance with the contract.

Comments:

signature of person completing form

print name

title

date

CERTIFICATE OF COMPLETION

WASTEWATER TREATMENT INFLUENT PUMP STATION INVESTIGATION AND REPAIR PROJECT

project name

name of contracting company

telephone

business address

fax

contract date

contract expiration date

completion date

delinquent - yes/no

CITY:

The City hereby accepts the project as complete, in compliance with the contract documents and the plans and specifications.

project inspector

date

project manager

date

CONTRACTOR:

I, (We) certify that I (we) have completed the contract, furnished the materials, and performed all the required work for the project, and declare the beginning of the two year maintenance warranty period on the project, in accordance with the contract documents, the plans and specifications.

contractor

date

title

END OF SECTION

PART 2

GENERAL REQUIREMENTS

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CITY OF NEWBERG PUBLIC WORKS TECHNICAL REQUIREMENTS

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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.

Business Day

Definition is the same as for "Working Day".

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.

Construction Manager

A Project Engineer who manages the project from construction to completion after the award of the Contract.

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.

Holidays

The following shall be recognized as legal holidays: Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Birthday, and President's Day.

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.

Project Manager

Definition is the same as for "Construction Manager".

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 Provisions

Definition is the same as for "Special Specifications".

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
BOLI	Bureau of Laborer and Industries
CRSI	Concrete Reinforced Steel Institute
DEQ	Department of Environmental Quality
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
ITE	Institute of Traffic Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NLMA	National Lumber Manufacturer's Association
ODOT	Oregon Department of Transportation
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

All bidders must be prequalified. Prequalification forms must be submitted on the forms prescribed by the State of Oregon, Department of Administrative Services. 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 60 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 (2) business 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 business days before commencing any work on the project:

One Call Locating Services	1-800-332-2344
Locators, Inc.	503-581-1265
City of Newberg, Public Works Division	503-537-1233
Yamhill County Public Works	503-434-7515
General Telephone Exchange	503-639-9025
Newberg School District	503-538-8361
AT & T Cable Service	503-370-2770
Northwest Natural Gas Co.	1-800-422-4012
Portland General Electric Company	1-800-542-8818

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 (3) business 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 batter boards, 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 (3) business 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 hiring a licensed surveyor to replace 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, County, 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 warranty, 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 Longshoremens' 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 Insured's 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 preceding 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 business 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 shall 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. 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 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.

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 five (5) business 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*	Business 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 pay load 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. Written approval is required from the City for any overtime work on force account operations prior to any such work. 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

A. 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 \$25,000 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), 800 NE Oregon St., Portland, Oregon 97232 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 7th 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 extent 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

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

Jack Roberts
Commissioner
Bureau of Labor and Industries

Effective: January 1, 2003

JACK ROBERTS
COMMISSIONER



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

BUREAU OF LABOR AND INDUSTRIES

December 30, 2002

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 2002 survey collected over 920,000 hours of construction employment wage information reported by contractors for a peak week of employment between June 23 and August 17, 2002.

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.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Coordinator in Portland at (503) 731-4709. If you have any questions about the manner in which the prevailing wage rates are enforced, contact the Wage and Hour Division in Portland at (503) 731-4074, or any of the bureau's field offices.

JACK ROBERTS
Commissioner
Bureau of Labor & Industries

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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.

All of the information in this booklet can be accessed and printed from the Internet at: www.boli.state.or.us.

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. Additional copies of this booklet are available for \$2.00 each.

For specific information or questions regarding the prevailing wage law, you may obtain a "Prevailing Wage Rate Laws" handbook by contacting the nearest Oregon Bureau of Labor and Industries office listed below. An order form is at the back of the booklet.

BOLI Office Locations

Eugene	1400 Executive Parkway, Suite 200 Eugene, OR 97401	(541) 686-7623
Medford	700 E. Main, Suite 105 Medford, OR 97504	(541) 776-6270
Portland	800 NE Oregon St., #32 Portland, OR 97232	(503) 731-4074
Salem	3865 Wolverine St. NE, Bldg. E-1 Salem, OR 97305	(503) 378-3292

HOW TO LOOK UP A RATE

1. When was the project first advertised for bid?

The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.

2. What type of work is being performed by the employee?

Find the definition that most closely matches the actual work being performed by the worker. If you have any questions about work classifications, contact BOLI at the number below.

3. Where is the work being performed – what region?

Find the occupation in the correct region pages associated with the county where the project construction is taking place.

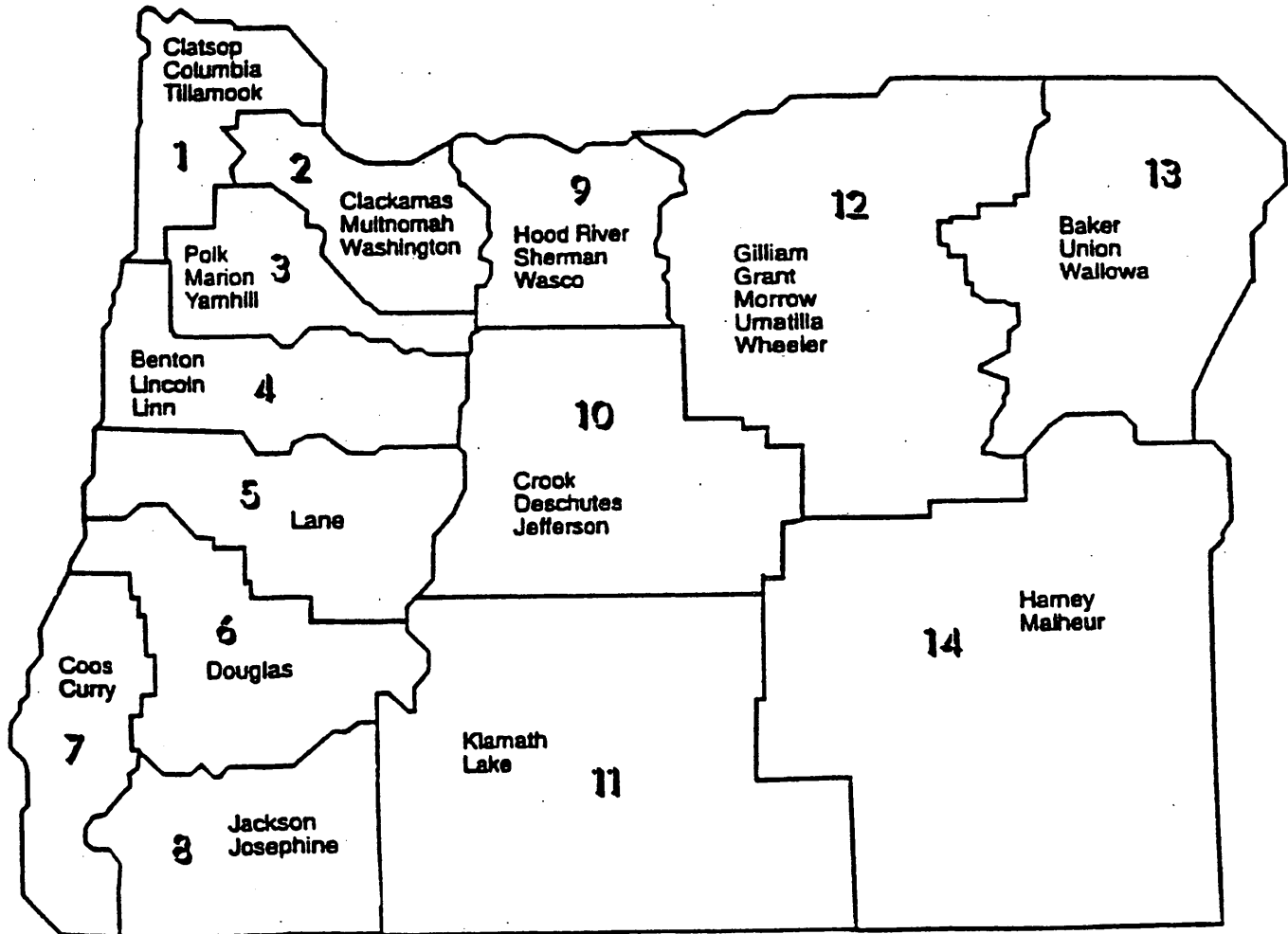
4. Is there a rate listed next to the classification?

If so, use it.

5. If the book directs you to "See Appendix," go to the back of the book and use the rate listed in the Appendix pages. It may include a group number and/or zone pay.

6. If you still don't know, CALL BOLI at (503) 731-4709.

PREVAILING WAGE RATE REGIONS



DEFINITIONS OF COVERED OCCUPATIONS

1. Asbestos Workers/Insulators

Install insulation on mechanical systems for thermal and acoustical purposes. Also install fire stop penetrations on electrical and mechanical systems.

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.

NOTE: See also #16 - Hazardous Materials Handlers.

2. Boilermakers

Construct, assemble, maintain and renovate stationary steam boilers and boiler house auxiliaries. Align structures or plate sections to assemble boiler frame tanks or vats, following blueprints. Work involves use of hand and power tools, plumb bobs, levels, wedges, dogs or turnbuckles. Assist in testing assembled vessels. Direct cleaning of boilers and boiler furnaces. Inspect and reconstruct boiler fittings, such as safety valves, regulators, automatic-control mechanisms, water columns, and auxiliary machines.

3. Bricklayers/Stonemasons

Bricklayers

Lay building materials, such as brick, structural tile, concrete, cinder, glass, gypsum and terra cotta block (except stone), to construct or renovate walls, partitions, arches, sewers, and other structures. Include Refractory Brickmasons when working on site of construction.

Stonemasons

Build stone structures, such as piers, walls, and abutments. Lay walks, curbstones, or special types of masonry for vats, tanks and floors.

4. Carpenters

Construct, erect, install and renovate structures, fixtures and equipment of wood, plywood and wallboard using carpentry tools and woodworking machines.

Carpenters, 1

Includes Auto Nailing Machine Operators, Form Strippers, Floor Layers, Stationary Power Saw Operators. Includes installation of furniture systems by attaching furniture to floor or walls. Includes Framers. Also includes scaffold erection if 14 feet or over, unless erecting for Masons or Plasterers.

NOTE: See also #36 - Tenders to Masons and #37 - Tenders to Plasterers.

Carpenters, 2

Includes Cabinet and Shelving Installers, Floor Finishers, Wall & Ceiling Insulators, and Irritating Insulation. Includes Finishers.

Drywall/Acoustical Carpenters

Includes Ceiling Tile Installers and Acoustical Carpenters (excludes carpet, wood or hard tile installers). Drywall Installers apply plasterboard or other wallboard to ceilings and interior walls.

DEFINITIONS OF COVERED OCCUPATIONS

Carpenters (Continued)

Marine Carpenters

Includes Bridge, Dock and Wharf Builders, Piledrivermen, Boom Men, and Marine Piledrivers.

5. Cement Masons

Apply cement, sand, pigment or marble chips to floors, stairways and cabinet fixtures to finish and attain durable and decorative surfaces, according to specifications and drawings. Finish surfaces to remove imperfections from freshly poured concrete walls, roads, walkways and ornamental stone facings of concrete structural products. Include Concrete Rubbers.

Cement Mason includes finishing, hand chipping, patching, grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades. Also includes grinding of concrete done as preparatory to patching or when done to produce a finished concrete product.

Composition Worker includes installation of epoxy and other resinous toppings and power machine operation.

Includes Cement Masons working on suspended, swinging and/or hanging scaffold.

NOTE: Tenders to Cement Masons are found under #19 - Concrete/Cement Laborers.

6. Divers & Divers' Tenders

Divers

Work underwater supplied with air, usually by a pipeline from the surface. Lay foundations for bridge piers, reconstruct underwater walls, and use underwater cutting and welding tools and the cement gun. May also do underwater carpentry, steel plating and shipwright's work.

Divers' Tenders

Work on the surface to monitor gauges for divers.

7. Dredgers

Operate power-driven dredge to mine sand, gravel or other materials from bays, lakes, ponds, rivers or streams, and to excavate and maintain navigable channels in waterways (excludes Floating Construction Equipment - see #30 - **Power Equipment Operators**). This classification includes Assistant Engineers (including Machinists, Mechanics, Oilers, Watch Engineers, and Welders), Assistant Mates ("Deckhands"), Boatmen, Fill Equipment Operators, and Levermen.

8. Drywall Applicators (Drywall/Wetwall) See #4 - Carpenters, Drywall/Acoustical Carpenters.

9. Drywall Tapers

Seal joints between plasterboard and other wallboards to prepare wall surface for painting or papering.

DEFINITIONS OF COVERED OCCUPATIONS

10. Electricians

Install, in new construction or reconstruction, electrical wiring, equipment and fixtures. Insure that work is in accordance with relevant codes. Includes all inside wiring or cable splicing. May read blueprints.

Electrical Material Handlers

Handle and maintain order of all electrical material, tools and equipment on job site, delivering materials to licensed electricians. Must not install electrical material or utilize equipment (i.e. switch gear, motor control centers, transformers, motors, light fixtures, etc.).

NOTE: This classification applies exclusively to electrical materials. The Electrical Material Handler may perform clean-up work in connection with the work of an electrical contractor.

11. Elevator Construction

Installers and Mechanics

Assemble, install and renovate electric and hydraulic freight and passenger elevators, escalators and dumbwaiters.

Assistants to Mechanics

Work at direction of Elevator Mechanics.

12. Fence Erectors (Metal)

Erect and renovate *metal* fences, fence gates and ornamental metal fencing around highways, industrial and commercial establishments, using hand and power tools.

NOTE: See also #19 - Laborers, Group 1 for Wood Fence Builders.

13. Flaggers

Control vehicular traffic by means of brightly colored flags and/or signs.

14. Floor Covering Layers (Soft tile, linoleum and carpet) See #34 - Soft Floor Layers.

15. Glaziers

Install glass in windows, skylights, storefronts or on surfaces such as building fronts, interior walls, or ceilings at construction sites.

16. Hazardous Materials Handlers/Mechanics

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, ceiling, floors, beams, etc.) insulation. Laborers 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 contained regulated materials are classified as Laborers (#19).

NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by EPA, OSHA, DEQ, or Federal OSHA.

DEFINITIONS OF COVERED OCCUPATIONS

17. Highway and Parking Stripers

Paint highway and parking structural surfaces of streets, highways, parking lots, airports, curbs, etc., using manually or mechanically propelled machines, brushes, rollers, and/or spray guns. Include installers of any device or application of any material used in lieu of paint for traffic delineation, such as buttons, tapes, plastics, rumble bars, etc.

18. Ironworkers

Bridge, Structural, Ornamental & Reinforcing Metal Workers

Raise, place, install and erect all structural steel beams, columns, steel joists and trusses, including prefabricated or pre-cast beams to form completed structures and structural frameworks. The erection and structural steel work of pre-engineered metal buildings, including bolting of members, girts, perkins, and attaching sheet metal siding, roofing, insulation, down spouts, gutters, and flashing to same. Reinforcing metal work such as performing layout work for rods within project area. Fastening rods in place with wire or pliers, bending or adjusting as required, using cutting, welding or rod bending machine. Performing layout work and placing steel in concrete forms, including prefabricated assembly for placement complete in forms. Fabrication, and installation of ornamental metal such as balconies, stairs, walkways, catwalks, and handrails. May spin suspension bridge cables or perform other related ironwork duties.

19. Laborers, Material Movers (Hand), Flaggers

Include all General Laborers, Material Movers, and Flaggers, not classified separately.

NOTE: Use Laborer classifications for moving materials and incidental assistance. Use Tender classifications when the primary duty is to assist a particular occupational class. (See #36 and #37 for Tender classifications.) Also includes scaffold erection when scaffold is under 14 feet and is not for the Mason or Plasterers trade.

Applicators
Asbestos Removal
(Scrapped and Contained)
Asphalt Rakers
Asphalt Spreaders
Batch Weighmen
Bit Grinders
Broomers
Brush Burners/Cutters
Brush Cutters
Burners
Car and Truck Loaders
Carpenter Tenders
Cement/Concrete Laborers
(hand)
Change-House Men
Chipper Operators
Choke Setters
Choker Splicers
Clay Power Spreaders
Clean-Up Laborers
Clean Up Laborers (Building)
Clean Up Nozzlemen-Green
Cutters

Concrete Curing Laborers
Concrete Power Buggymen
Concrete Saw Operators
Crusher Feeders
Demolition, Wrecking
(Charred Materials)
Demolition, Wrecking, Moving
(Building)
Demolition, Wrecking, Moving
(Industrial)
Doping & Wrapping Pipe
Drill Doctors
Drill Operators
Driller Assistants
Drillers
Dry-Shack Men
Dumpers, Road Oiling Crew
Dumpmen for Grading Crew
Elevator Feeders
Erosion Control Specialists
Fine Graders
Fire Watchers
Flaggers (*NOTE: See #13 –
Flaggers.*)

Form Strippers
General Laborers
Grade Checkers
Guardrail, Median Rail
Gunite / Sandblasting Pot
Tenders
Gunite Nozzleman Tenders
Gunite Nozzlemen
Handlers or Mixers of
materials of an irritating
nature, including cement
and lime
High Scalars
Landscape Laborers – see
#20
Laser Beam Operators

DEFINITIONS OF COVERED OCCUPATIONS

Laborers (Continued)

Laser Beam Operators
(tunnel), applicable when
employee is assigned to
move, set up, align laser
beam

Levermen or Aggregate
Spreaders

Loading Spotters

Loop Installers

Manhole Builders

Material Yard Men

Motormen - Dinky

Locomotive

Nippers and Timbermen

Nuclear Plant Workers (lead
shield)

Pipe Layers (all types)

Post Hole Diggers (air, gas
or electric)

Powderman Helpers

Powdermen

Power Saw Operators

Power Tool Operators

Pumpcrete Nozzlemen

Railroad Track Laborers

Ribbon Setters

Rip Rap Men (hand placed)

Road Pump Tenders and

Movers

Sandblasting Operators
(wet)

Sandblasting Operators (dry)

Scaffold Tenders

Sewer Laborers

Sewer Timbermen

Shield Operators

Signalmen

Skipmen

Slopers

Spraymen

Stake Chasers

Stake Setters

Stockpilers

Strippers

Tampers

Tie Back Shoring Laborers

Timber Fallers / Buckers
(hand labor)

Toolroom Men (job site)

Track Liners

Tugger Operators

Tunnel - Chuck Tenders

Tunnel Bull Gang Laborers
(above ground)

Tunnel Miners

Tunnel Muckers /Brakemen/
Concrete Crew/Bull Gang
(underground)

Tunnel Powdermen

Vibrating Screed

Vibrators (all)

Water Blasters

Weight-Man-Crushers

Welders

Wood Fence Builders

20. Landscape Construction

Beautification of a plot of land by changing its natural features through the addition or modification of lawns, trees and bushes.

Landscape Laborers/Technicians

Perform seeding, planting, mulching, land clearing and topsoil spreading by the use of hand tools. With hand tools and power equipment less than 90 horsepower: clear land, trench to maximum depth of three feet below finish grade, hydroseed, apply chemicals and fertilizers. Till, spread and grade topsoil. Establish lawns and plant trees, shrubs and plants. Install, service, or replace above ground and under ground lawn or landscape irrigation systems. Install French drains or other subsurface water collection systems to a maximum depth of three feet below finish grade. Install, service, or repair low voltage outdoor landscape lighting and irrigation valves. Assemble or place pre-manufactured and custom fabrication trelliswork, play equipment, benches and picnic tables.

21. Lathers (Drywall/Wetwall)

Fasten wooden, metal or rockboard lath to walls, ceilings and partitions of buildings to provide supporting base for plaster, fireproofing or acoustical material.

22. Limited Energy Electricians

May only be used for electrical work not exceeding 100 va in class II and III installations (as defined in Article 725 of the National Electrical Code). This classification includes computer cabling, telephone and cable television line installation, and security alarm installation.

DEFINITIONS OF COVERED OCCUPATIONS

23. Line Constructors

Install and reconstruct cable or wires used in electrical power or distribution systems. Install insulators, erect wood poles and light or heavy-duty transmission towers. This classification includes cable splicers and troubleshooters. Excludes repairers of transformers and substation equipment and telephone and telegraph communications workers.

Cable Splicers, Leadmen, Pole Sprayers

Splice and/or terminate power cables which are designed to be used for voltages above 2,000. Splice and/or terminate gas or liquid filled power cables when part of a distribution system outside of buildings.

This classification also includes:

Certified Lineman Welders
Groundmen
Head Groundmen
Heavy Line Equipment Men

Jackhammer Men
Line Equipment Men
Linemen

Pole Sprayers
Powdermen
Tree Trimmers

24. Marble Setters

Cut, tool and set marble slabs in floors and walls of buildings and renovate and polish slabs previously set in buildings. Trim, face and cut marble to specified size using power sawing, cutting and facing equipment and hand tools. Drill holes in slabs and attach brackets. Spread mortar on bottom of slab and on sides of adjacent slabs. Set blocks in position, tamp them into place, and anchor bracket attachments with wire. Fill joints with grout. Remove excess grout from marble with sponge. Clean and bevel cracks or chips on slabs using hand tools and power tools. Heat cracked or chipped area with blowtorch and fill defect with composition mastic that matches grain of marble. Polish marble and other ornamental stone to high luster, using power tools or by hand.

25. Marine Carpenters (See #4 - Carpenters, Marine Carpenters)

26. Millwrights/Machine Erectors

Work as mechanics specializing in setting and aligning or removing mechanical, hydraulic, pneumatic, electrical machinery (new and used) in commercial and industrial sites.

27. Painters

Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers and spray guns. May mix colors or oils to obtain desired color or consistency. Also apply wall coverings.

Include Painters: Brush, Roller, Machine (Spray and Sandblasting)

28. Plasterers and Stucco Masons

Apply coats of plaster onto interior or exterior walls, ceilings, or partitions or buildings to produce finished surface according to blueprints, architect's drawings or oral instructions.

Nozzlemen
Swinging Scaffold
All Other Work

DEFINITIONS OF COVERED OCCUPATIONS

29. Plumbers and Steamfitters/Pipefitters

Assemble, install, alter, and replace pipe systems (metal, plastic, ceramic, composition, etc.) that carry water, steam, air or other liquids or gases. Fabricate on site and install piping and tubing systems, which are to conduct water, steam, air, and other fluids or gases in and around buildings. Also install vacuum piping systems. Install drainage and sewage lines (laterals) from buildings to the point of attachment to mains. Install plumbing fixtures such as sinks, faucets, drinking fountains, commodes, etc. Install refrigeration equipment. Perform cutting, welding and burning which is incidental to the work of plumbing or pipefitting, except as is described under lead burner. May do other work in connection with the installation and testing of heating and cooling apparatus and control devices.

NOTE: See also #35 – Sprinkler Fitters.

30. Power Equipment Operators (equipment used on construction site)

Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)

Operate equipment used for applying asphalt or other material compositions to roadbeds, airport runways, taxiways and street paving. Includes asphalt paving machine operators, asphalt plant operators, screed operators and roller operators (any asphalt mix, breakdown or finish). Excludes any residential work.

Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators

Operate equipment used for the removal of excess surface material (concrete, asphalt) during paving, texturing or other work on road surfaces (either concrete or asphalt). Classification includes removal and recycling of asphalt road surface material.

Auxiliary Equipment: Operators of Compressors, Generators, Pumps

Control, maintain or operate various auxiliary equipment, such as compressors, condensers, electricity generators, feedwater heaters, filters and pumps that transfer or supply water, fuel, lubricants, gasses, air, liquids, slurries and auxiliary power for turbines, generators, boilers, power equipment at the construction site. Operate other auxiliary equipment not otherwise classified (tool grinders, conveyor tender).

Blade: Blade/Grader Operators

Operate Blade/Grader machine or vehicle equipped with blades to remove, distribute, grade and level earth, aggregate or other material to a specific grade, slope or elevation.

Bulldozer, Rubber-Tired Scraper, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators and Material Haulers (including "Cat Wagons", DJB's, Volvos and other similar models)

Operate machines or off road vehicles that push, remove, pick up, distribute or haul rock, earth, debris and other material on construction sites.

Compactors/Rollers (not asphalt): Operators

Operate Compactors, Rollers or similar equipment used for compacting crushed rock, dirt or other fill material on construction site (includes airport runways, taxiways and roadbeds).

DEFINITIONS OF COVERED OCCUPATIONS

Power Equipment Operators (Continued)

Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine Operators (for installing curbs/gutters, guardrails and/or street paving), Concrete Curing Equipment Operators, Concrete Saw Operators.

Operate equipment used for applying, curing, finishing, mixing, pumping, sawing or spreading of concrete; installing concrete curbs/gutters, sidewalks or guardrails, and concrete street or highway paving.

Crane Operators (Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell); Signalmen

Operate boom and cable equipment to lift and move materials, machines, or other items in a variety of directions on a construction site. Includes operations, remote or otherwise, such as hoisting, piledriver, clamshell, dragline, skip box or bucket to place material.

Crushing: Crusher Plant Operators or Oilers

Operate machinery used to crush rock or recycled materials into aggregates for use in asphalt, concrete, base and fill materials for use in highways, streets, airports and construction sites.

Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling (includes well drilling)

Operate equipment used to drill or bore for any construction purpose, including preparation for the installation of foundations, pipe, utilities and soil stabilization.

Floating Construction Equipment

Operators of Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excludes Dredging Operations, which is a separate classification; See #7).

Operate any floating equipment. Classification includes any assistants to operators (such as Boatmen, Deckhands, Diesel-Electric Engineers, Firefighters, etc.); underwater equipment operators, remote or otherwise.

Fork Lifts: Industrial Lift Truck Operators and Material Handlers

Operate industrial lift trucks or loaders equipped with forks used to unload, load, place, stack and distribute materials on a construction site.

Front End Loaders, Hydraulic Hoes, Excavators

Operate machinery equipped with scoops, shovels or buckets to excavate, load or move dirt, aggregate and other materials.

Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Operators of Combination Guardrail Machines (Punch, Auger, etc.)

Operate any power equipment used to install guardrails.

DEFINITIONS OF COVERED OCCUPATIONS

Power Equipment Operators (Continued)

Repairmen, Heavy Duty (Mechanics, Welders) and Oilers

Repair heavy equipment at the construction site (such as cranes, bulldozers, loaders, excavators, etc.). This classification includes any mobile heavy equipment mechanics employed by the contractor. This also includes maintenance workers who change parts, lubricate machinery, and perform other routine maintenance functions at the construction site.

Sweepers

Include Broom Operators, self-propelled, Sweeper Operators (Wayne type) self-propelled.

31. Riggers

NOTE: Classify riggers in the craft performing the work for which rigging is incidental. For example, a carpenter doing rigging is classified as a carpenter; an ironworker doing rigging is classified as an ironworker.

32. Roofers: General roofing materials and irritable bituminous materials

(For sheet metal roof, see #33 - Sheet Metal Workers).

Cover roofs of commercial structures with slate, asphalt, wood and related materials using brushes, knives, punches, hammers and other tools. May spray roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of structures.

33. Sheet Metal Workers and Sheet Metal Duct Installers

On a construction site, fabricate, assemble, install and replace sheet metal products and equipment, such as control boxes, drainpipes and furnace casings. Work may involve any of the following: set up and operate fabricating machines to cut, bend and straighten sheet metal; shape metal over anvils, blocks or forms using hammer; operate soldering and welding equipment to join sheet metal parts; inspect; assemble and smooth seams and joints of burred surfaces. Install prefabricated sheet metal ducts used for heating, air conditioning or other purposes in commercial buildings and similar structures. (Includes metal roofs)

34. Soft Floor Layers

Floor Covering Layers (soft tile, linoleum and carpet)

Apply blocks, strips or sheets of shock-absorbing, sound-deadening or decorative coverings to floors and cabinets. Includes laying soft tile and linoleum. Lay carpets or rugs in buildings.

35. Sprinkler Fitters

Install all piping and auxiliary devices which are necessary for the complete installation of sprinkling systems for fire protection in buildings. Excludes systems operated with steam.

NOTE: See also #29 - Plumbers and Steamfitters/Pipefitters.

DEFINITIONS OF COVERED OCCUPATIONS

36. Tenders to Mason Trades: Brick and Stonemasons, Mortar Mixers, Hod Carriers

Directly assist Brickmasons and Stonemasons by performing duties of lesser skill. Duties include mixing, supplying and holding materials or tools, and cleaning work area and equipment. Performed on block walls and may include scaffolding work. Erect scaffolding for Masons, any height.

NOTE: Exclude cement and concrete flat work and cement pumping which is performed by concrete/cement laborers. (See #19 for Laborer classifications.)

37. Tenders to Plasterers: Assistants to Plasterers and Stucco Masons

Assist plasterers or stucco masons by performing duties of lesser skill. Duties include supplying or holding materials or tools and cleaning work area and equipment. Erect scaffolding for Plasterers, any height.

NOTE: Exclude construction or maintenance laborers who do not primarily assist plasterers or stucco masons (See #19 for Laborer classifications).

38. Tile Setter/Terrazzo Worker: Hard Tile Setters

Apply tile to walls, floors, ceilings and promenade roof decks following design specifications. Apply glazed, unglazed, mosaic and other ceramic tiles which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to a specified grade. Apply and float all setting beds into which these tiles are set. Level and plumb these tiles to the specified grade.

NOTE: Tenders for tile setters and terrazzo workers are classified under #39 - Tile, Terrazzo and Marble Finishers

39. Tile, Terrazzo and Marble Finishers

Supply and mix construction materials for Marble Setter, Terrazzo Worker and Tile Setter. Apply grout and finish surface of installed marble, terrazzo and tile. Mix mortar and grout, move mortar and grout manually or using wheelbarrow. Clean installed marble, terrazzo and tile surfaces, work and storage areas. May renovate and fill chipped, cracked or broken pieces. May assist Marble Setter, Terrazzo Worker, and Tile Setter. Grind and polish surfaces.

40. Truck Drivers, Heavy or Tractor-Trailer

Drive a tractor-trailer combination or a truck with a capacity of at least 3 tons, to transport goods or materials.

Group 1

A-frame or Hydra-Lift Truck w/load bearing surface
Battery Rebuilders
Bus or Man-Haul Drivers
Concrete Buggy Drivers (power operated) Drivers
Dump Trucks, side, end and bottom dumps up to and including 10 cu. yds., including semi-trucks and trains or combinations thereof
Fork Lifts used in loading, unloading and transporting material on job site

Fuel Truck Drivers
Lift Jitney Drivers
Loader and/or Leverman on concrete dry batch plant, manually operated
Lubrication Men
Pilot Car Drivers
Slurry Truck Drivers or Levermen
Solo Flat Bed Drivers (and misc. body trucks)
Steam Cleaner or combination
Tiremen
Transit Mix & Wet or Dry Mix Truck Drivers, 5 cu. yds. and under

DEFINITIONS OF COVERED OCCUPATIONS

Truck Drivers Group 1 (Continued)

Truck and Truck Mechanic Assistants
Wash Rack Operators

Water Wagons, up to 3,000 gallons

Group 2

Dumpsters or similar equipment
Flaherty Spreader Drivers or Levermen
Low Bed Equipment, Flat Bed Semi-Truck &
Trailer or doubles drivers transporting
equipment or wet or dry materials
Lumber Carriers, Driver-Straddle Carriers
used in loading, unloading and
transportation of material on job site

Oil Distributor Drivers or Levermen
Transit Mix and Wet or Dry Mix Truck
Drivers, over 5 cu. yds. and including 7 cu.
yds.
Water Wagons, 3,000 to 5,000 gallons

Group 3

Body Repairmen
Dump Trucks, side, end and bottom dumps
over 10 cu. yds. and including 30 cu.
yds., including semi-trucks and trains or
combinations thereof

Transit Mix and Wet or Dry Mix Trucks over
7 cu. yds. and including 11 cu. yds.
Truck Mechanics – Welders – Body
Repairmen
Water Wagons, 5,000 to 10,000 gallon

Group 4

Dump Trucks, side, end and bottom dumps
over 30 cu. yds. and including 50 cu.
yds., including semi-trucks and trains or
combinations thereof

Transit Mix and Wet or Dry Mix Trucks, over
11 cu. yds. and including 15 cu. yds.
Water Wagons, 10,000 to 15,000 gallons

Group 5

Dump Trucks, side, end and bottom dumps over 50 cu. yds. and including 60 cu. yds., including semi-trucks and trains or combinations thereof

Group 6

Dump Trucks, side, end and bottom dumps over 60 cu. yds. and including 80 cu. yds., including semi-trucks and trains or combinations thereof

Group 7

Dump Trucks, side, end and bottom dumps over 80 cu. yds. and including 100 cu. yds., including semi-trucks and trains or combinations thereof

41. Welders

NOTE: Classify welders in the craft performing the work for which welding is incidental. For example, a carpenter doing hand welding is classified as a carpenter; an ironworker doing welding is classified as an ironworker.

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
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Tapers (Painters and Drywall Tapers)	See Appendix	See Appendix
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors (Carpenters)	See Appendix	See Appendix
Painters	See Appendix	See Appendix
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I: Auxiliary Equipment: Compressors, Generators, Pumps Compactors/Roller Operators: (not asphalt) Crushing: Crusher Plant Operators or Oilers Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling Fork Lifts: Industrial Lift Truck Operators and Material Handlers Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers	\$20.47	\$5.37

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Tapers (Painters and Drywall Tapers)	See Appendix	See Appendix
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	See Appendix	See Appendix
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers (Laborers)	See Appendix	See Appendix
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	See Appendix	See Appendix
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors (Carpenters)	See Appendix	See Appendix
Painters	See Appendix	See Appendix
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I: Auxiliary Equipment: Compressors, Generators, Pumps Compactors/Roller Operators: (not asphalt) Crushing: Crusher Plant Operators or Oilers Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling Fork Lifts: Industrial Lift Truck Operators and Material Handlers Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers	\$21.85	\$5.37

REGION #2

Clackamas, Multnomah, Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$23.21	\$5.88
Power Equipment Operators III: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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
Marion, Polk and Yamhill Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Tapers (Painters and Drywall Tapers)	See Appendix	See Appendix
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	See Appendix	See Appendix
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:		
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)	\$21.68	\$5.88
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").		
Guardrail Equipment: Guardrail Punch Operator (all types), Guardrail Punch Oiler, Combination Guardrail Machines, Punches, Augers, etc.		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I: Auxiliary Equipment: Compressors, Generators, Pumps Compactors/Roller Operators: (not asphalt) Crushing: Crusher Plant Operators or Oilers Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling Fork Lifts: Industrial Lift Truck Operators and Material Handlers Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers	\$20.47	\$5.37

REGION #4

Benton, Lincoln and Linn Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:	\$21.68	\$5.88
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw	See Appendix	See Appendix
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators. (Excluding Dredging Operations, which is a separate classification - see "Dredgers")		
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc)	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Riggers		
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I: Auxiliary Equipment: Compressors, Generators, Pumps Compactors/Roller Operators: (not asphalt) Crushing: Crusher Plant Operators or Oilers Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling Fork Lifts: Industrial Lift Truck Operators and Material Handlers Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers	\$20.47	\$5.37

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:		
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling	\$20.47	\$5.37
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

REGION #7
Coos and Curry Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electrician)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (See Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I: Auxiliary Equipment: Compressors, Generators, Pumps Compactors/Roller Operators: (not asphalt) Crushing: Crusher Plant Operators or Oilers Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling Fork Lifts: Industrial Lift Truck Operators and Material Handlers Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers	\$20.47	\$5.37

REGION #8
Jackson and Josephine Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers") Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/ Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:		
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling	\$20.47	\$5.37
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:		
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		
	\$20.47	\$5.37

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:		
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)	\$21.68	\$5.88
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").	See Appendix	See Appendix
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electrician)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters	See Appendix	See Appendix
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors (Carpenters)	See Appendix	See Appendix
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I: Auxiliary Equipment: Compressors, Generators, Pumps Compactors/Roller Operators: (not asphalt) Crushing: Crusher Plant Operators or Oilers Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling Fork Lifts: Industrial Lift Truck Operators and Material Handlers Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers	\$20.47	\$5.37

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	5.41
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:		
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling	\$20.47	\$5.37
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I: Auxiliary Equipment: Compressors, Generators, Pumps Compactors/Roller Operators: (not asphalt) Crushing: Crusher Plant Operators or Oilers Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling Fork Lifts: Industrial Lift Truck Operators and Material Handlers Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers	\$20.47	\$5.37

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	\$21.68	\$5.88
Power Equipment Operators III: Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers"). Guardrail Equipment: Guardrail Punch Operator (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
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
JANUARY 1, 2003

NOTE: THE APPENDIX SECTION IS TO BE USED ONLY FOR REGIONS/TRADES SPECIFIED IN PAGES 16 THROUGH 43. REFER TO PAGES 16 THROUGH 43 BEFORE USING RATES IN THIS SECTION.

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OREGON DETERMINATION 2003-01

TRADE	BASIC	
	HOURLY FRINGE	
	RATE	

TRADE	BASIC	
	HOURLY FRINGE	
	RATE	

ASBESTOS WORKERS 28.96 10.64

Installation of insulation on mechanical systems* for Thermal and Acoustical purposes, also the installation of fire stop penetrations on electrical and mechanical systems.

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

HAZARDOUS MATERIALS
HANDLERS/ MECHANICS
 15.00 5.90

*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 materials 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 EPA, OSHA, DEQ or Federal OSHA.

BOILERMAKERS 27.22 13.55

BRICKLAYERS/STONEMASONS
 (This trade is tended by "Tenders to Masons")

Area 1 26.62 10.10
 (Add \$0.75 per hour to Fringe for Refractory repair work.)

Area 2 25.40 9.75
 (Add \$0.75 per hour to Fringe for Refractory repair work.)

BRICKLAYERS/STONEMASONS (Continued)

Area 1

Benton (a)	Columbia	Marion	Tillamook
Clackamas	Lincoln (a)	Multnomah	Washington
Clatsop	Linn (a)	Polk	Yamhill

Area 2

Benton (b)	Lane	Lincoln (b)	Linn (b)
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a) North Half
 b) South Half

CARPENTERS

Zone 1 (Base Rate)

Group 1	26.12	10.05
Group 2	26.27	10.05
Group 3	26.62	10.05
Group 4	26.77	10.05
Group 5	26.62	10.05
Group 6	26.77	10.05
Group 7	27.12	10.05

Zone Differential for Carpenters
 (Add to Zone 1 Rate)

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

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	Goldendale	Medford	Roseburg
Astoria	Grants Pass	McMinnville	St. Helens

OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

CARPENTERS (Continued)

Reference Cities for Group 1 and 2 Carpenters (Cont.)

Baker	Hermiston	Newport	Salem
Bend	Hood River	Oregon City	The Dalles
Brookings	Klamath Falls	Ontario	Tillamook
Burns	LaGrande	Pendleton	Vancouver
Coos Bay	Lakeview	Portland	
Corvallis	Longview	Port Orford	
Eugene	Madras	Reedsport	

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

CARPENTERS (Continued)

Group 1

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

Group 3

Millwrights
Machine Erectors
Machinists

Group 5

Bridge, Dock &
Wharf Builders
Piledrivermen

Group 7

Marine Piledriver

Group 2

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

Group 4

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

Group 6

Boom Men

CEMENT MASONS

(This trade is tended by "Concrete Laborers")

Zone 1 (Base Rate)

Group 1	22.24	9.70
Group 2	22.68	9.70
Group 3	22.68	9.70
Group 4	23.13	9.70

Group 1 Cement Masons, finishing, hand chipping, patching, grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades. Grinding of concrete done as preparatory to patching or when done to produce a finished concrete product.

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

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

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

CEMENT MASONS (Continued)

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	3.00

Zone 1: Projects within 30 miles of city hall in the cities listed below.

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

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

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

Zone 5: More than 80 miles.

Reference Cities

Bend	Longview	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver
Eugene			

DIVERS & DIVERS' TENDERS

Divers	62.50	9.54
Divers' Tenders	28.08	9.54

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of Portland.

**Zone Differential for Divers/Divers' Tenders
(Add to Zone 1 Rate)**

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00
Zone 7	5.00

DIVERS & DIVERS' TENDERS (Continued)

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 miles.

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

Reference Cities for Divers/Divers' Tenders

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

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

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

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

Divers' Enclosure Pay (working without vertical escape):

<u>Distance Traveled In the Enclosure</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.

OREGON DETERMINATION 2003-01

TRADE	BASIC	
	HOURLY	FRINGE
	RATE	

TRADE	BASIC	
	HOURLY	FRINGE
	RATE	

DREDGERS

Zone 1 (Base Rate)

Leverman (Hydraulic, Dipper, Floating Clamshell)	32.43	8.50
Asst. Engineer (including Watch Engineer, Welder, Mechanic, Machinist)	30.25	8.50
Tenderman (Boatman, Attending Dredge Plant); Fireman	29.25	8.50
Fill Equipment Operator	28.44	8.50
Assistant Mate (Deckhand); Oiler	27.35	8.36

Zone Differential for Dredgers
(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

Drywall (Acoustical and Drywall Applicator)	25.23	10.76
Wetwall (Lather)	24.94	11.05

ELECTRICIANS

Area 1

Electricians	24.44	7.81
Cable Splicers	27.32	7.81

Area 2

Electricians	28.75	10.59
Cable Splicers	30.19	10.64

Area 3

Electricians	27.25	10.32
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ELECTRICIANS (Continued)

Area 4

Electricians	29.44	11.59
Cable Splicers	32.39	11.68
Electrical Material Handler	13.30	5.48

Area 5

Electricians	31.00	12.76
Cable Splicers	31.25	12.77
Electrical Material Handler	17.52	8.38

Zone Pay for Area 5 Electricians
(Add to Basic Hourly Rate)

Zone 1	31-50 miles	1.00
Zone 2	51-70 miles	3.00
Zone 3	71-90 miles	5.00
Zone 4	91 or more	8.50

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

Area 6

Electricians	27.00	9.81
Cable Splicers	27.00	9.81

Reference Counties

Area 1

Malheur

Area 2

Baker
Gilliam
Grant
Morrow
Umatilla
Union
Wallowa
Wheeler

Area 3

Coos
Curry
Lincoln
Douglas (a)
Lane (a)

OREGON DETERMINATION 2003-01

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

ELECTRICIANS (Continued)

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

- 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) Those portions 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

	<u>Area 1</u>	
Mechanic	32.57	8.34 + a
Helper	22.80	8.08 + a
Probationary	16.28	.44

	<u>Area 2</u>	
Mechanic	33.92	10.49 + a

- a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.

<u>Area 1</u>	<u>Reference Cities</u>	<u>Area 2</u>
Baker		All
Umatilla		Remaining
Union		Counties
Wallowa		

FLAGGERS See Laborers, Group 5

<u>GLAZIERS</u>	27.35	8.36
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Add \$1.00 to base rate if safety belt is required by State safety regulations.

Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair.

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

<u>IRONWORKERS</u>	26.97	11.30
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Structural, Reinforcing, Ornamental, Riggers, Signal men

LABORERS

Zone 1 (Base Rate):

Group 1	22.18	7.40
Group 2	22.69	7.40
Group 3	23.08	7.40
Group 4	23.41	7.40
Group 5	19.61	7.40

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 (503) 731-4723.

Zone Differential for Laborers
(Add to Zone 1 Rate)

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

OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

LABORERS (Continued)

Zone 1 – Projects within 30 miles of city hall in the cities listed below.

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

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

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

Zone 5 – More than 80 miles.

Reference Cities

Albany	Burns	Hermiston	Portland
Astoria	Coos Bay	Klamath Falls	Roseburg
Baker City	Eugene	Medford	Salem
Bend	Grants Pass	Pendleton	The Dalles

Group 1

Asphalt Spreader	Leverman or Aggregate
Batch Weighman	Spreader (d)
Broomer	Loading Spotter
Brush Burner/Cutter	Material Yard Man (e)
Car & Truck Loader	Powderman Assistant
Carpenter Tender	Railroad Track Laborer
Change-House Man	Ribbon Setter (f)
Chipper Operator (a)	Rip Rap Man (Hand Placed)
Choker Setter	Road Pump Tender/Mover
Clean up Laborer ***	Scaffold Tender
Curing, Concrete	Sewer Laborer
Demolition, wrecking,	Signalman
moving (Industrial)***	Skipman
Driller Assistant	Sloper
Dry-shack Man	Sprayman
Dumpers, road oiling crew	Stake Chaser
Dumpman for Grading	Stockpiler
crew	Tie Back Shoring
Elevator Feeder	Timber Faller/Bucker
Erosion Control Specialist	(Hand Labor)
Fine Grader	Toolroom Man (Job Site)
Fire Watch	Traffic Control Supervisor
Form Stripper (b)	(Certified)
General Laborer ***	Weight-Man Crusher (g)
Guardrail, Median Rail (c)	Wood Fence Builder

- 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 (Continued)

Group 2

Applicator (a)	Handler/Mixer (f)
Brush Cutter (b)	Doping & Wrapping Pipe
Burner	Post Hole Digger, Air, Gas
Choker Splicer	or Electric
Clary Power Spreader (c)	Power Tool Operator (g)
Clean up Nozzleman -	Ribbon Setter (head)
Green Cutter (d)	Rip Rap Man (head) (hand
Concrete Laborer	placed)
Concrete Power Buggyman	Sand Blasting (wet)
Crusher Feeder	Stake Setter
Demolition/Wrecking (e)	Tamper
Gunite Nozzleman Tender	
Gunite or Sandblasting Pot	
Tender	

- a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project.
- b) Power Saw
- c) And similar types of spreaders
- d) Concrete, rock, etc.
- e) Charred Materials
- f) Of all materials of an irritating nature including cement and lime
- g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers

Group 3

Asbestos Removal	Power Saw Operator (c)
Bit Grinder	Sand Blasting (dry)
Concrete Saw Operator	Sewer Timberman
Drill Doctor	Track Liner (d)
Drill Operator (a)	Tugger Operator
Laser Beam (b)	Vibrating Screed
Manhole Builder	Vibrator (all)
Nipper & Timberman	Water Blaster
Nuclear Plant Worker -	Welder
Lead Shield	

- 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

OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

LABORERS (Continued)

Group 4

Asphalt Raker	Pipe Layer (all)
Gunit Nozzleman	Powderman
Grade Checker	Pumpcrete Nozzleman
High Scaler, Stripper, Driller (a)	Shield Operator
Laser Beam (Tunnel), applicable when employee assigned to move, set up, align laser beam	Tunnel Bull Gang (above ground)
Loop Installation	Tunnel Chuck Tender
Motorman-Dinky	Tunnel Miner
Locomotive	Tunnel Mucker/Brakeman/ Concrete Crew/Bull Gang (underground)
	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.

Group 5

Clean up Laborer (building only)***
Demolition, Wrecking & Moving (building only)***
Flagger

***Laborers can tear off roofs, clean up or handle roofing material only when at least one new story is added or in demolition work, where no re-roofing will occur.

LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):

Area 1	24.44	7.94
Area 2	25.00	8.48
Area 3	19.51	7.19
Area 4	21.26	7.59
Area 5	25.15	9.30
Area 6	21.00	6.13

Area 1	Area 2	Area 3
Malheur	Baker	Coos
	Gilliam	Curry
	Grant	Douglas (a)

LIMITED ENERGY ELECTRICIANS (Continued)

Area 2 (Cont.)

Morrow
Umatilla
Union
Wallowa
Wheeler

Area 3(Cont.)

Lane (a)
Lincoln

Area 4

Benton
Crook
Deschutes
Jefferson
Lane (b)
Linn
Marion
Polk
Yamhill (c)

Area 5

Clackamas
Clatsop
Columbia
Hood River
Multnomah
Sherman
Tillamook
Wasco
Washington
Yamhill (d)

Area 6

Harney
Jackson
Josephine
Klamath
Lake
Douglas (b)

- (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) Those portions 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

LINE CONSTRUCTION

Area 1

Group 1	37.95	9.17
Group 2	33.88	9.02
Group 3	20.27	6.93
Group 4	29.14	7.07
Group 5	25.41	6.93
Group 6	23.72	6.87

Area 2

Cable Splicer	30.51	8.17
Journeyman Lineman	27.65	7.94
Line Equip. Oper.	23.41	7.61
Groundman	17.09	6.03

OREGON DETERMINATION 2003-01

TRADE
BASIC
HOURLY FRINGE
RATE

TRADE
BASIC
HOURLY FRINGE
RATE

LINE CONSTRUCTION (Continued)

Area 1 All counties except Malheur County
Area 2 Malheur County

Group 1

Cable Splicer
Leadman Pole Sprayer
Lineman
Pole Sprayer

Group 2

Certified Lineman
Welder
Heavy Line Equipment
Man

Group 3

Tree Trimmer

Group 4

Line Equipment Man

Group 5

Head Groundman
Jackhammer Man
Powderman

Group 6

Groundman

MARBLE SETTERS (Includes Granite)

(This trade is tended by "Tile, Terrazzo, Brick & Marble Finishers")

Area 1 27.62 10.10

Area 2 26.40 9.75

Area 1

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

Area 2

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

a) North Half
b) South Half

PAINTERS & DRYWALL TAPERS

Commercial Painting 20.40 5.18

Includes painting upon or within any structure, facility, surface or item which is established or constructed for conducting commerce, profit or non-profit

Industrial Painting 21.00 5.18

Includes painting upon or within any structure, facility, surface or item which is established or constructed for conducting industrial related commerce. Industrial related commerce relates to manufacturing plants, process plants, tank farms, factories, ship yards, and other similar structures all of which contain excessive use of metal components in their construction.

Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for both commercial and industrial painting.

Drywall Taper 26.11 9.12

PLASTERERS

(This trade is tended by "Tenders to Plasterers")

Nozzleman 27.64 7.13

Swinging Scaffold 26.64 7.13

All Other Work 25.64 7.13

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both) 23.54 8.02

Add \$2.21 per hour to basic hourly rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment.

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

OREGON DETERMINATION 2003-01

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

PLUMBERS & STEAMFITTERS/PIPEFITTERS
(Continued)

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.

Reference Cities for Area 1:

Boise, Idaho
Twin Falls, Idaho

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.

Area 2 (Both)	28.95	13.49
Area 3 (Both)	31.73	12.77

<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>
Baker	Grant (b)	All Remaining
Harney (a)	Morrow	Counties
Malheur	Umatilla	
	Union	
	Wallowa	

- a) Except Northwest Portion
- b) Except Southwest Portion

POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate)

Group 1	29.30	8.95
Group 2	28.07	8.95
Group 3	27.31	8.95
Group 4	26.79	8.95
Group 5	26.19	8.95
Group 6	23.84	8.95

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (503) 731-4723.

POWER EQUIPMENT OPERATORS (Cont.)

Zone Rates

Zone 2	1.50
Zone 3	3.00

For the Following Metropolitan Counties:

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

- See map on page 61 for Zone 1 of this classification

(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.

(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:

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 for all classifications.

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

POWER EQUIPMENT OPERATORS (Cont.)

(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

Group

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

CLEARING

Group

- 4 Log Skidder
- 4 Chipper (*Assistant to Engineer if required*)
- 4 Incinerator (*Assistant to Engineer if required*)
- 4 Stump Splitter (*loader mounted or similar type*)
- 4 Stump Grinder (*loader mounted or similar type*)
- 4 Tub Grinder (*used for wood debris*)
- 4 Land Clearing Machine (*track mounted forestry mowing & grinding machine*)
- 4 Hydro Axe (*loader mounted or similar type*)

CRANE

Group

- 6 Tugger or Coffin Type Hoist Operator
- 6 Truck Crane Oiler-Driver
- 6 Oiler

POWER EQUIPMENT OPERATORS (Cont.)

CRANE (Cont.)

Group

- 6 Fireman, all equipment
- 6 A-Frame Truck Operator, single drum
- 5 Hoist Operator, single drum
- 5 Helicopter Hoist Operator
- 5 Elevator Operator
- 5 Boom Truck Operator
- 5 A-Frame Truck Operator, double drum
- 4 Lift Slab Machine Operator
- 4 Hoist Operator, two (2) drum
- 4 Hoist Operator, three (3) or more drums
- 4 Hoist Operator, stiff leg, guy derrick or similar type, fifty (50) ton and over
- 4 Derrick Operator, under 100 tons (two operators required when swing control is remote from hoist)
- 4 Chicago Boom and similar types
- 4 Cherry Picker or similar type crane-hoist, five (5) ton capacity or less
- 4 Cableway Operator, up to twenty-five (25) ton
- 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
- 4 Boom type lifting device, five (5) ton capacity or less
- 2 Cableway Operator, twenty-five (25) ton and over
- 1 Helicopter Operator, when used in erecting work

HYDRAULIC CRANE OPERATOR

Group

- 5 Hydraulic Boom Truck Operator, Pittman
- 4 Hydraulic Crane Operator, under fifty (50) tons
- 3 Hydraulic Crane Operator, fifty (50) tons through 89 tons (with luffing or tower attachment takes Group 2 classification)
- 2 Hydraulic Crane Operator, ninety (90) tons through 199 tons (with luffing or tower attachment takes Group 1 classification)
- 1 Hydraulic Crane Operator, two hundred (200) tons and over (with luffing or tower attachment shall receive the Group 1 classification plus 5%)

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

POWER EQUIPMENT OPERATORS (Cont.)

TOWER/WHIRLEY OPERATOR

Group

- 2 Tower Crane Operator
- 2 Whirley Operator, under ninety (90) ton
- 1 Whirley Operator, ninety (90) ton and over

LATTICE BOOM CRANE OPERATOR

Group

- 4 Lattice Boom Crane Operator, under fifty (50) tons
- 3 Lattice Boom Crane Operator, fifty (50) tons through 89 tons, (& less than 150 ft. boom)
- 2 Lattice Boom Crane Operator, ninety (90) tons through 199 tons, (and/or 150 ft-200 ft boom)
- 1 Lattice Boom Crane Operator, two hundred (200) tons through 299 tons, (and/or over 200 ft. boom)
- 1 Lattice Boom Crane Operator, two hundred (200) tons through 299 tons, with over 200 ft. boom shall receive the Group 1 classification rate plus 5%
- 1 Lattice Boom Crane Operator, three hundred (300) tons through 399 tons shall receive Group 1 classification rate plus 5%
- 1 Lattice Boom Crane Operator, three hundred (300) tons through 399 tons, with over 200 ft. boom shall receive the Group 1 classification rate plus 10%
- 1 Lattice Boom Crane Operator, four hundred (400) tons and over, shall receive the Group 1 classification rate plus 10%

DRILLING

Group

- 6 Drill Assistant
- 6 Directional Drill Locator
- 6 Auger Oiler
- 5 Directional Drill Operator less than 20,000 LBS. pullback
- 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

POWER EQUIPMENT OPERATORS (Cont.)

DRILLING (Cont.)

- 4 Cat Drill (*John Henry*)
- 4 Directional Drill Operator over 20,000 LBS pullback

FLOATING EQUIPMENT

Group

- 6 Deckhand
- 6 Boatman
- 5 Fireman
- 4 Piledriver Operator (*not crane type*)
- 4 Licensed Boatman
- 4 Jack Operator, elevating barges, Barge Operator, self-unloading
- 4 Floating Crane (*derrick barge*) Operator, less than 30 ton
- 4 Floating Clamshell, etc. Operator, under 3 cu. yd.
- 4 Diesel-Electric Engineer
- 2 Floating Crane (derrick barge) Operator, 30 ton but less than 150 ton
- 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over
- 1 Floating Crane, two hundred fifty (250) ton and over shall receive the Group 1 classification rate plus 5%.
- 1 Floating Crane, three hundred fifty (350) ton and over shall receive the Group 1 classification rate plus 10%.
- 1 Floating Crane, 150 ton and over but less than 250 ton

FORK LIFT

Group

- 6 Self-Propelled Scaffolding Operator Construction job site (*excluding working platform*)
- 6 Fork Lift or Lumber Stacker Operator, construction job site
- 6 Ross Carrier Operator, construction job site
- 5 Lull Hi-Lift Operator or similar type
- 5 Fork Lift, over five (5) ton and/or Robotic
- 3 Rock Hound Operator

OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

POWER EQUIPMENT OPERATORS (Cont.)

GUARDRAIL EQUIPMENT

Group

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

HYDRAULIC HOES-EXCAVATORS

Group

- 5 Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type)
- 5 Hydraulic Backhoe Operator, track type up to and including 20,000 LBS
- 4 Robotic Hydraulic Backhoe Operator, track and wheel type up to and including 20,000 LBS. with any or all attachments.
- 4 Excavator Operator over 20,000 LBS. through 80,000 LBS.
- 3 Excavator Operator over 80,000 LBS. through 130,000 LBS
- 2 Excavator Operator over 130,000 LBS and above

LOADERS

Group

- 6 Bucket Elevator Loader Operator, Barber-Greene and similar types
- 6 Bobcat, Skid Steer (under 1 yard)
- 5 Loaders, rubber-tired type, 25,000 LBS
- 5 Elevating Loader Operator, Athey and similar types
- 5 Elevating Grader Operator, Tractor towed requiring Operator or Grader
- 4 Loader Operator, front end and overhead, 25,000 LBS and less than 60,000 LBS
- 4 Elevating Grader Operator by Tractor Operator, Sierra, Euclid or similar types
- 4 Belt Loaders Kolman and Ko Cal types
- 3 Loader Operator, 60,000 LBS and less than 120,000 LBS
- 2 Loader Operator, 120,000 LBS and above

POWER EQUIPMENT OPERATORS (Cont.)

PILEDRIVERS

Note: Crane rates apply when driving or pulling piling

Group

- 4 Hammer Operator
- 4 Piledriver Operator (*not crane type*)

PIPE LINE – Sewer Water

Group

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

RAILROAD EQUIPMENT

Group

- 6 Brakeman
- 6 Oiler
- 6 Switchman
- 6 Motorman
- 6 Ballast Jack Tamper Operator
- 5 Locomotive Operator, under 40 tons
- 5 Ballast Regulator Operator
- 5 Ballast Tamper Multi-Purpose Operator
- 5 Track Liner Operator
- 5 Tie Spacer Operator
- 5 Shuttle Car Operator
- 5 Locomotive Operator, 40 tons and over

REMOTE CONTROL

Group

- 4 Vacuum Blasting Machine Operator/Mechanic
- 4 Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic
- 4 Concrete Cleaning Decontamination Machine Operator

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

POWER EQUIPMENT OPERATORS (Cont.)

REMOTE CONTROL (Cont.)

- 2 Remote controlled earth-moving equipment
- 2 Master Environmental Maintenance Mechanic
- 2 Heavy Equipment Robotics Operator
- 2 Heavy Equipment Robotics Mechanic

SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC., OPERATOR

Group

- 6 Oiler
- 6 Grader Oiler
- 6 Grade Checker
- 6 Fireman
- 4 Diesel-Electric Engineer
- 4 Stationary Drag Scraper Operator
- 4 Shovel, Dragline, Clamshell, Operator under 3 cu. yd.
- 4 Grade-all Operator
- 3 Shovel, Dragline, Clamshell, Operator 3 cu. yds., but less than 5 cu. yds.
- 2 Shovel, Dragline, Clamshell, Operator, 5 cu. yds. and over

SIGNALMAN

Group

- 6 Helicopter Radioman (*ground*)
- 6 Bell Boy, phones, etc., Operator

SURFACING (BASE) MATERIAL

Group

- 6 Tamping Machine Operator, mechanical, self-propelled
- 6 Roller Operator, grading of base rock (*not asphalt*)
- 6 Hydrographic Seeder Machine Operator, straw, pulp or seed
- 5 Roller Operator, Oiling, C.T.B.
- 5 Rock Spreaders, self-propelled
- 5 Pulva-Mixer or similar types
- 5 Lime Spreading Operator, construction job site
- 5 Chip Spreading Machine Operator

POWER EQUIPMENT OPERATORS (Cont.)

SURFACING (BASE) MATERIAL (Cont.)

- 4 Blade Mounted Spreaders, Ulrich and similar types

TRENCHING MACHINE

Group

- 6 Oiler
- 6 Grade Oiler
- 5 Trenching Machine Operator, maximum digging capacity 3 ft. depth
- 4 Trenching Machine Operator, maximum digging capacity over 3 ft. depth
- 4 Back Filling Machine Operator
- 2 Wheel Excavator, under 750 cu. yds. Per hour
- 2 Canal Trimmer
- 2 Wheel Excavator, over 750 cu. yds. per hour
- 2 Band Wagon (*in conjunction with wheel excavator*)

TUNNEL

Group

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

UNDERWATER EQUIPMENT

Group

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

ROOFERS

Area 1

Roofers	23.65	6.23
Handling coal tar pitch	26.02	6.23
Remove fiberglass insulation	26.02	6.23

Clackamas	Clatsop	Columbia	Multnomah
Tillamook	Washington		

OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

ROOFERS (Continued)

Area 2 (a)*

Roofers		18.05	6.90
Douglas	Marion	Polk	Yamhill

Area 2 (b)*

Roofers		17.05	5.80
Benton	Lane	Lincoln	Linn

* Add \$2.00 to basic hourly rate for application, spudding and cutting or removal of coal tar products.

* Add \$0.50 per hour to base hourly rate for application, spudding and cutting or removal of fiberglass insulation.

SHEET METAL WORKERS

<u>Area 1</u>	29.23	11.83
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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.

<u>Area 2</u>	21.71	9.33
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Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 ft. or more.

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

<u>Area 3</u>	25.22	11.92
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Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask.

SHEET METAL WORKERS (Continued)

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

Add \$0.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground.

<u>Area 4</u>	25.01	10.90
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<u>Area 5</u>	24.15	10.82
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<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>	<u>Area 4</u>	<u>Area 5</u>
Clackamas	Baker	Morrow	Douglas	Coos
Gilliam		Umatilla	Lane	Curry
Grant		Union		
Multnomah		Wallowa		
Washington				
Wheeler				

<u>SPRINKLER FITTERS</u>	27.65	10.05
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<u>TENDERS TO MASON TRADES</u>	23.79	7.40
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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.

<u>TENDERS TO PLASTERERS</u>	22.54	7.40
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<u>TILE SETTER/TERRAZZO WORKERS</u>	23.90	8.23
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This trade is tended by "Tile, Terrazzo, Brick & Marble Finishers."

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE**TILE SETTERS / TERRAZZO WORKERS**

(Continued)

Add \$0.50 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

<u>FINISHERS</u>	17.99	6.17
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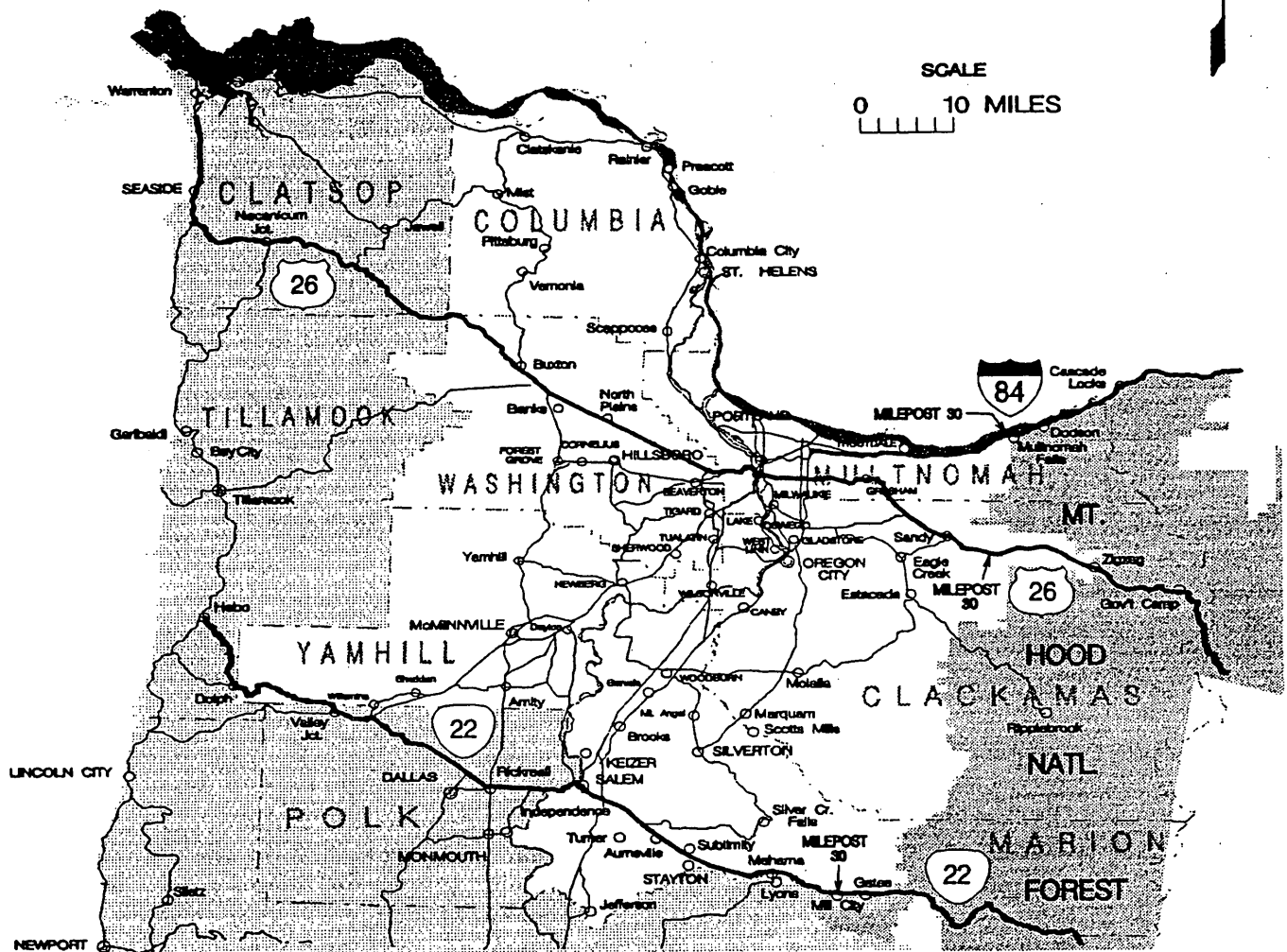
Assists Tile Setter, Bricklayers, Marble Masons and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.

Add \$0.50 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.

Power Equipment Operators Zone 1



**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: OCTOBER 29, 2002**

To: All Oregon Contracting Agencies

Pursuant to ORS 279.361, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. 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) (503) 731-4709.

<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1. Joseph K. Adesida 5331 NE Killingsworth Street Portland, OR 97218	March 14, 2002	March 13, 2005
2. Tracy Alexander 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003
3. American Pipe Lining, Inc. 7945 Dunbrook Road, Suite C San Diego, CA 92126	October 29, 2002	October 28, 2005
4. Avery Backhoe, Inc. 3414 NE 52 nd Street, #B Vancouver, WA 98661	January 16, 2002	January 15, 2005
5. Sanford Beals 61000 Brosterhous Road #373 Bend, OR 97703	October 11, 2000	October 10, 2003
6. Black Hawk, Inc. dba Columbia Construction Company Steven W. Francis P.O. Box 352 Longview, WA 98632	December 4, 2000	December 3, 2003
7. Robert Blair and Barbara Blair aka Barbara Groce dba Mid Valley Mechanical 34058 Oakville Road Albany, OR 97321	October 29, 2002	October 28, 2005
8. Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
9. Cascade Concrete Construction, Inc. 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
10. Curtis A. Chaves 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
11. Collier Company, Inc., of Oregon 2305-C Ashland Street #407 Ashland, OR 97520	February 26, 2002	February 25, 2005
12. Jeannie M. Collier 262 Prairie Landing Drive Eagle Point, OR 97524	February 26, 2002	February 25, 2005

**LIST OF CONTRACTORS INELIGIBLE
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PAGE 2**

13. Stephen E. Collier 262 Prairie Landing Drive Eagle Point, OR 97524	March 14, 2002	September 13, 2003
14. Collier Mechanical Contractors, Inc. Aaron Collier PO Box 743 North Bend, OR 97459	March 29, 2001	March 28, 2004
15. Diamond Drywall 61000 Brosterhous Road #373 Bend, OR 97703	December 4, 2000	December 3, 2003
16. Michael Duquette 19428 Seminole Circle Bend, OR 97702	February 6, 2001	February 5, 2004
17. Emerald Tower Inc. c/o Habibollah Matin 6107 SW Murray Blvd. #433 Beaverton, OR 97008	October 29, 2002	October 28, 2005
18. Energy Exchange, Inc. dba Energy Exchange 4204 SE Crystal Springs Portland, OR 97206	May 10, 2001	May 9, 2004
19. Four Seasons Heating & Cooling Specialists, Inc. PO Box 536 224 Leisure Street Glide, OR 97443	October 10, 2001	October 9, 2004
20. William C. Fraser, Jr. PO Box 536 224 Leisure Street Glide, OR 97443	October 10, 2001	October 9, 2004
21. Wayne Fromdahl 900 NE Butler Market Road #V-2 Bend, OR 97701	October 11, 2000	October 10, 2003
22. Gregory D. Jones Gregg's Custom Carpet Installation 42958 SE Wildcat Mountain Drive Sandy, OR 97055	October 25, 2000	October 24, 2003
23. Arthur A. Harding III dba Arthur Harding Mason Contractor Arthur Harding Masonry Art Harding Masonry 602 SE 28 th Avenue Portland, OR 97214	August 2, 2001	August 1, 2004
24. Bruce D. Huhta P.O. Box 352 Longview, WA 98632	July 2, 2001	July 1, 2004
25. I-5 Excavating, Inc. dba I-5 Contracting, Inc. E. F. Dunn 3655 Brooklake Road Brooks, OR 97305	July 25, 2001	July 24, 2004

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: OCTOBER 29, 2002
PAGE 3**

26. Interstate Concrete, Inc. 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
27. J.B.M. Services, Inc PO Box 11104 Portland, OR 97211 2420 N Hayden Island Drive, Bldg. E Portland, OR 97214	March 14, 2002	March 13, 2005
28. Julie M. Loveday, dba Jewels Flagging Service PO Box 2013 Redmond, OR 97756	October 10, 2001	October 9, 2004
29. Karl Johnson 576 Clearview Roseburg, OR 97470	September 6, 2000	September 5, 2003
30. Johnson Builders, Inc. Laine Johnson 3545 SW Falcon Portland, OR 97219	October 25, 2000	October 24, 2003
31. Kylemac 4413 Zirkle Court Longview, WA 98632	December 4, 2000	December 3, 2003
32. LaMear, Inc Patrick LaMear Connie LaMear PO Box 4191 Bellevue, WA 9800	February 26, 2002	February 25, 2005
33. Scott Little Rhonda Little 9106-BN NE Highway 99 Vancouver, WA 98665	April 25, 2000	April 24, 2003
34. Anthony Lockett, Sr. 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003
35. Magic Numbers Estimating, Inc. c/o Russell D. Bevans, Registered Agent 895 Country Club Road, Suite C-175 Eugene, OR 97401-6006	December 6, 1999	December 5, 2002
36. Magic Numbers Estimating, Inc. 529 S 47 th St Springfield, OR 97478	July 15, 2002	July 14, 2005
37. Don J. McMillin Constructors Inc. Donald J. McMillin 10411 S952 PR Kennewick, WA 99338	May 1, 2002	April 30, 2005
38. Millennium Interior Contractors, Inc. 1501 W 8th Street Vancouver, WA 98660	September 16, 2002	September 15, 2005
39. Steven H. Mori 1320 Trail Dust Ave. San Diego, CA 92129	October 29, 2002	October 28, 2005

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: OCTOBER 29, 2002
PAGE 4**

40. John Nakamura 7860 SW Hall Blvd. #3 Beaverton, OR 97008	October 29, 2002	October 28, 2005
41. Heidi Navarre 5410 103 rd Street Vancouver, WA 98686	September 16, 2002	September 15, 2005
42. North American Construction & Consulting, Inc. 1863 Pioneer Parkway E, PMB 220 Springfield, OR 97478	July 15, 2002	July 14, 2005
43. Denise E. Oistad Jonathan Oistad 25829 N. 41 st Dr. Glendale, AZ 85310-2438	September 16, 2002	September 15, 2005
44. Pedro Ramos, dba P & A Painting Enterprises P & A Painting Enterprises, Inc. 3027 NW Overlook Drive, #925 Hillsboro, OR 97124	August 2, 2001	August 1, 2004
45. Quality Homes N.W., Inc. 9106-BN NE Highway 99 Vancouver, WA 98665	April 25, 2000	April 24, 2003
46. Ebrahim Sahebi aka Abraham Sahebi 10320 SW Mockingbird Way Beaverton, OR 97007-6176	October 29, 2002	October 28, 2005
47. Sierra West Corporation 4960 Industry Dr Central Point, OR 97502	September 16, 2002	September 15, 2005
48. Michael D. Slover 4204 SE Crystal Springs Portland, OR 97206	May 10, 2001	May 9, 2004
49. Keith Testerman dba Testerman Masonry 1940 NE Sams Loop, #4 Bend, OR 97701	June 6, 2000	June 5, 2003
50. Top Notch Construction & Roofing Top Notch Construction William George Allmendinger 84920 Ridgeway Road Pleasant Hill, OR 97455	January 8, 2001	January 7, 2004
51. Welkin Construction, Inc. 8000 SW Pfaffle Street Portland, OR 97223	May 1, 2002	April 30, 2005
52. Welkin Engineering, P.C. 8000 SW Pfaffle Street Portland, OR 97223	May 1, 2002	April 30, 2005
53. Western Integrity Drywall 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: OCTOBER 29, 2002
PAGE 5**

54. **Bernard J. Woodard dba
Woodard Enterprises
33939 Row River Road
Cottage Grove, OR 97424**

December 6, 1999

December 5, 2002

**JACK ROBERTS, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES**

PREVAILING WAGE RATE FORMS

- WH-38 Certified Payroll Form**
- WH-39 Public Work Contract Fee Information Form**
- WH-40 Public Work Contract Fee Adjustment Form**
- WH-81 Notice of Award of Public Works Contract**
- WH-118 Planned Public Improvement Summary**
- WH-119 Capital Improvement Cost Comparison Estimate**



BUREAU OF LABOR AND INDUSTRIES PREVAILING WAGE RATE UNIT

INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE PAYROLL/CERTIFIED STATEMENT FORM

This form may be used by contractors for reporting their payroll as required by ORS 279.354 on public works projects subject to the Prevailing Wage Rate Law. The form contains a certified statement that is required to be signed by the contractor, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties. Contractors are not required to use this form in reporting their payroll, however, the contractor must provide all of the information contained in the form, and the certified statement must be signed and submitted with the contractor's payroll. Detailed instructions concerning the preparation of the form follow:

Complete the box at the top of the form. Check either the 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 submitted 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," that is most descriptive of the work actually performed by the employee. Give the group number for those worker classifications that include such information. Consult the worker classifications and minimum prevailing wage rate schedule set forth in the contract specifications. Use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid for information regarding trade classifications, base 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 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, and Sn) in the top row of boxes, and the corresponding date below.

HOURS WORKED EACH DAY: Enter the total number of "straight time" hours worked in the row marked "S." Hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted a written work schedule of four consecutive ten-hour days, Monday through Thursday or Tuesday through Friday may enter hours worked over 10 in a day as overtime hours.

Column 4 - TOTAL HOURS: Enter separately the total number of straight time and overtime hours worked by each listed employee and classification during this pay period. The total number of straight time hours worked should be entered in the lower box ("S"); the total number of overtime hours worked should be entered in the top box ("OT").

Column 5 - BASE HOURLY RATE OF PAY: Enter the base hourly rate and the overtime hourly rate (if any) paid the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base or regular rate of pay, not including fringe benefits, is required to be paid in overtime pursuant to ORS 279.334.)

Column 6 - HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE: Enter any additional wages 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 that are paid in lieu of fringe benefits.)

Column 7 - GROSS AMOUNT EARNED: Enter the gross amount of wages earned by and paid to the worker in each classification for all listed straight time and overtime hours, and including any additional amounts paid directly to the employee.

Column 8 - TOTAL DEDUCTIONS, FICA, FED, STATE, ETC.: Enter the total amount of deductions withheld from the wages of each employee for only 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 total amount of net wages 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 BENEFITS PAID TO BENEFIT 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 paid as an hourly fringe benefit in Column 10.

CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. For each trade classification listed in Column 2, compute the sum of:
 - a) the Base Hourly Rate of Pay (Column 5),
 - b) the Hourly Fringe Benefit Amount Paid as Wages to Employee (Column 6),
 - c) and the Hourly Fringe Benefits Paid To Benefit Party, Plan, Fund or Program (Column 10).
2. This sum must equal or exceed the total of the Base Hourly Rate (including zone pay and special wage differentials, if any) and the Fringe Benefit Amount as they are listed for the corresponding trade classifications in the appropriate issue of the Bureau of Labor and Industries publication Prevailing Wage Rates for Public Works Contracts in Oregon.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR AND INDUSTRIES AT (503) 731-4723.

NOTE: PAYROLL/CERTIFIED STATEMENTS ARE REQUIRED TO BE SUBMITTED TO THE CONTRACTING AGENCY ONLY.

PRIME CONTRACTOR ☐		SUBCONTRACTOR ☐		Phone: ()	CCB Registration Number:
Business Name (DBA):		Project Name:		Project Number:	Type of Work:
Street Address:		Project Location:			
Mailing Address:		Project County			

Date Pay Period Began:	Date Pay Period Ended:
------------------------	------------------------

THIS SECTION FOR SUBCONTRACTORS ONLY

Subcontract Amount: _____
 Prime Contractor Business Name (DBA): _____
 Prime Contractor Phone: () _____
 Prime Contractor's 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	BASE HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT 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																
		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 GROUP # IF APPLICABLE)		HOURS WORKED EACH DAY							TOTAL HOURS	BASE HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
		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 _____, _____ AND ENDING THE _____ DAY OF _____
 (MONTH) (YEAR) (MONTH) (YEAR)

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
 (CONTRACTOR, SUBCONTRACTOR OR SURETY)

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.

FILE THIS FORM WITH THE CONTRACTING AGENCY



**CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #32
PORTLAND, OR 97232
PHONE: (503) 731-4723
FAX: (503) 731-4606**

PUBLIC WORK CONTRACT FEE INFORMATION FORM

For use only by contractors who have contracted directly with a public agency on a public works project regulated by ORS 279.348 to 279.380 in compliance with ORS 279.375)

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. **The minimum fee is \$100; the 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: ()** _____

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)



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #32
PORTLAND, OR 97232
PHONE: (503) 731-4723
FAX: (503) 731-4606

PUBLIC WORK CONTRACT FEE ADJUSTMENT FORM

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

(As required by ORS 279.375 and OAR 839-016-0210)

CONTRACTORS: Complete and mail this form to BOLI at the above address after completion of the public work 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. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of .001 (1/10th of 1%) shall be applied to the final contract price, with credit taken for fees already submitted. The contractor must submit any additional fee payable to BOLI with the adjustment form or requests for refund if applicable. **NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, FOR RECONCILED AMOUNTS OF LESS THAN \$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: _____
(Include all change orders and adjustments to the contract price)

FINAL FEE DUE: _____
(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 Amount:	- 300,000.00	Initial Fee Paid:	- 300.00
Total Adjustment:	\$ 100,000.00	Additional Amount Due:	\$ 100.00

(Please duplicate this form for future use)



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

NOTE: Effective January 1, 2002, ORS 279.363 was amended to require that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279.027.

1. CONTRACTING AGENCY INFORMATION

Agency 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.) _____

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 the Oregon Prevailing Wage Rate Law, please specify.

Date Contract Specification 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 _____

☐ Copy of first-tier subcontractors attached (see NOTE above).

Signature of person completing form _____
Printed name _____ Date _____

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

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit
Wage and Hour Division, Room 1160
Bureau of Labor and Industries
800 N.E. Oregon Street, #32
Portland, OR 97232
Telephone: (503) 731-4723
FAX: (503) 731-4606



PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____

(Name of State or Local Government Agency)

PAGE ____ OF ____

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

ORS 279.023 requires 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 the agency that the agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site constructions costs. The list shall also contain a statement as to whether the agency intends to perform the construction by a private contractor. If the agency intends to perform construction work using the agency's own equipment and personnel on a project estimated to cost more than \$125,000, the agency must also show that its decision conforms to the state's policy that public agencies make every effort to construct public improvements at the least cost to the public agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all engineering and administrative expenses, and the cost, including investment costs, of any equipment used.

This form (WH-118) may be used to list planned public improvements. Form WH-119 (Capital Improvement Project Cost Comparison Estimate) may be used to report the agency's least cost analysis.

Completed forms should be mailed to:

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



DEPARTMENT: _____

PROJECT NAME: _____

PROPOSED YEAR: _____

FUND: _____

PROJECT DESCRIPTION: _____

PROJECT NUMBER: _____

ESTIMATED CONSTRUCTION PERIOD: _____

(Signature of Agency Official)

Form WH-118 (Planned Public Improvement Summary) may be used to list planned public improvements. This form (WH-119) may be used to report the agency's least cost analysis.

Completed forms should be mailed to:

WH-119 (Rev. 12/01)

BOLI has updated the Prevailing Wage Rate Laws handbook with the latest information from the 2001 legislative session. In addition, BOLI's Prevailing Wage Rate Unit regularly offers informational seminars for both contracting agencies and contractors.

If you are interested in receiving the handbook and/or being included on our mailing lists for future publications or seminars, please fill out the order form below and send it to the BOLI Prevailing Wage Rate Unit.

fold on dotted line

name/business name/agency

title

address

city

state

zip code

- ☐ Send me the 2002 edition of the Prevailing Wage Rate Laws handbook
- ☐ Add me to the mailing list to receive information about BOLI PWR seminars

place
stamp
here

BOLI - PREVAILING WAGE RATE UNIT
800 NE OREGON #32
PORTLAND, OR 97232

Oregon Bureau of Labor and Industries
Wage and Hour Division
10 N.E. Oregon St., #32
Portland, OR 97232

PRSR STD
US POSTAGE
PAID
PORTLAND, OR
PERMIT #5

CITY OF NEWBERG
PO BOX 970
NEWBERG OR 97132-0970

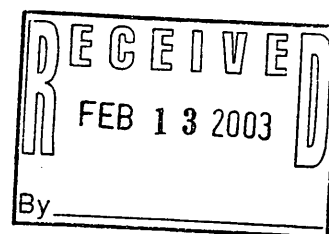
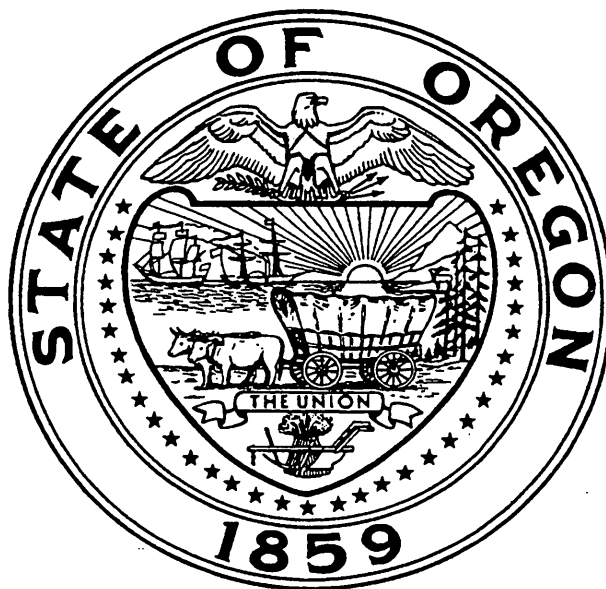


CORRECTIONS AND AMENDMENTS

TO THE JANUARY 1, 2003

PREVAILING WAGE RATES

FOR PUBLIC WORKS CONTRACTS IN OREGON



OREGON BUREAU OF LABOR AND INDUSTRIES

**Dan Gardner
Commissioner**

Bureau of Labor and Industries

Effective: February 14, 2003

Dan Gardner
Commissioner



BUREAU OF LABOR AND INDUSTRIES

CORRECTIONS AND AMENDMENTS TO THE JANUARY 1, 2003 PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON OREGON DETERMINATION 2003-01 EFFECTIVE FEBRUARY 14, 2003

The prevailing wage rates for the following classifications have been **AMENDED**:

- Region 1: Floor Covering Layers; Sheet Metal Workers
- Region 3: Flaggers; Highway and Parking Stripers
- Region 4: Cement Masons; Highway and Parking Stripers
- Region 5: Cement Masons; Flaggers; Floor Covering Layers; Lathers
(Drywall/Wetwall); Millwrights
- Region 7: Highway and Parking Stripers; Power Equipment Operators I
- Region 9: Cement Masons; Drywall Applicators; Drywall Tapers; Highway and
Parking Stripers; Power Equipment Operators I; Power Equipment
Operators II; Truck Drivers
- Region 11: Bricklayers/Stonemasons; Tenders to Masons
- Region 12: Highway and Parking Stripers
- Region 14: Glaziers; Power Equipment Operators I
- Appendix: Cable Splicers; Area 1; Limited Energy Electricians; Area 3

The fringe benefit rates for the following classifications in the Appendix section have been **CORRECTED**:

- Asbestos Workers
- Cement Masons
- Electricians; Area 3
- Line Constructors; Area 2
- Sheet Metal Workers; Area 3

The List of Contractors Ineligible to Receive Public Works Contracts has been **AMENDED**.

For the sake of brevity, unchanged information from the January 1, 2003 publication is not included with these corrections/amendments. Refer to the relevant parts of the January 2003 publication for additional information.

If you have any questions, call the bureau's PWR Coordinator at (503) 731-4709 in Portland.

PREVAILING WAGE RATES

OCCUPATIONS BY REGIONS

AMENDMENTS

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #1

Clatsop, Columbia and Tillamook Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Tapers (Painters and Drywall Tapers)	See Appendix	See Appendix
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (Soft Floor Layers)	See Appendix	See Appendix
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors (Carpenters)	See Appendix	See Appendix
Painters	See Appendix	See Appendix
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION # 1

Clatsop, Columbia and Tillamook Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:	\$21.68	\$5.88
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators	See Appendix	See Appendix
Power Equipment Operators III:		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").		
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Riggers		
Roofers		
Sheet Metal Duct Installers; Sheet Metal Workers		
Sprinkler Fitters		
Telephone and Data Cabling (Limited Energy Electricians)		
Tenders to Mason Trades: Brick and Stonemasons		
Tenders to Plasterers and Stucco Masons		
Tile, Terrazzo, Brick and Marble Finishers		
Tile Setter/Terrazzo Workers: Hard Tile Setters		
Tree Trimmers (Line Constructors)		
Truck Drivers		
Welders (Incidental)		
	\$16.00	\$4.33
	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #3

Marion, Polk and Yamhill Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Tapers (Painters and Drywall Tapers)	See Appendix	See Appendix
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers (Laborers)	See Appendix	See Appendix
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	See Appendix	See Appendix
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	See Appendix	See Appendix
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers		

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #3

Marion, Polk and Yamhill Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:		
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)	\$21.68	\$5.88
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").	See Appendix	See Appendix
Guardrail Equipment: Guardrail Punch Operator (all types), Guardrail Punch Oiler, Combination Guardrail Machines, Punches, Augers, etc.		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #4

Benton, Lincoln and Linn Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	See Appendix	See Appendix
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	See Appendix	See Appendix
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers		

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AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #4

Benton, Lincoln and Linn Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:		
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)	\$21.68	\$5.88
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators. (Excluding Dredging Operations, which is a separate classification - see "Dredgers")	See Appendix	See Appendix
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc)		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #5
Lane County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	See Appendix	See Appendix
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers (Laborers)	See Appendix	See Appendix
Floor Covering Layers (Soft Floor Layers)	See Appendix	See Appendix
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors (Carpenters)	See Appendix	See Appendix
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers		

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #5
Lane County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:	\$21.68	\$5.88
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:	See Appendix	See Appendix
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").		
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

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AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #7

Coos and Curry Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	See Appendix	See Appendix
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	See Appendix	See Appendix
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

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AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #7

Coos and Curry Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:	\$21.68	\$5.88
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:	See Appendix	See Appendix
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").		
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electrician)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (See Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

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AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #9

Hood River, Sherman and Wasco Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	See Appendix	See Appendix
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Tapers (Painters and Drywall Tapers)	See Appendix	See Appendix
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	See Appendix	See Appendix
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:		
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

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AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #9

Hood River, Sherman and Wasco Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II: Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators Blade: Blade/Grader Operators Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators	See Appendix	See Appendix
Power Equipment Operators III: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix) Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers") Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	See Appendix	See Appendix
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	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.

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AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #11

Klamath and Lake Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

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REGION #11
Klamath and Lake Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:	\$21.68	\$5.88
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:	See Appendix	See Appendix
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").		
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Riggers		
Roofers		
Sheet Metal Duct Installers; Sheet Metal Workers		
Sprinkler Fitters		
Telephone and Data Cabling (Limited Energy Electrician)		
Tenders to Mason Trades: Brick and Stonemasons		
Tenders to Plasterers and Stucco Masons		
Tile, Terrazzo, Brick and Marble Finishers		
Tile Setter/Terrazzo Workers: Hard Tile Setters		
Tree Trimmers (Line Constructors)		
Truck Drivers		
Welders (Incidental)		

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REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters	See Appendix	See Appendix
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	\$15.35	\$7.26
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	See Appendix	See Appendix
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors (Carpenters)	See Appendix	See Appendix
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	\$20.47	\$5.37
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers		

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:	\$21.68	\$5.88
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw	See Appendix	See Appendix
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:		
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").		
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	5.41
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #14

Harney and Malheur Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	\$24.14	\$9.50
Carpenters 1 & 2	\$21.01	\$7.46
Cement Masons	\$21.13	\$8.90
Divers/Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters	\$20.47	\$8.43
Drywall Tapers	\$20.59	\$8.11
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	\$18.57	\$6.24
Fence Erectors (metal)	\$16.89	\$3.19
Flaggers	\$14.12	\$5.96
Floor Covering Layers (soft tile, linoleum and carpet)	\$20.89	\$4.11
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.47	\$5.43
Ironworkers	See Appendix	See Appendix
Laborers and Material Movers (Hand)	\$18.57	\$6.24
Landscape Laborers/Technicians	\$14.02	\$2.63
Lathers (Drywall/Wetwall)	\$20.47	\$8.43
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors	\$21.53	\$7.49
Painters	\$15.85	\$4.05
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:	See Appendix	See Appendix
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling		
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers Sweepers		

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

REGION #14

Harney and Malheur Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators II:	\$21.68	\$5.88
Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)		
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III:	See Appendix	See Appendix
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excluding Dredging Operations, which is a separate classification - see "Dredgers").		
Guardrail Equipment: Guardrail Punch Operator (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc.		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	\$16.28	\$5.41
Sheet Metal Duct Installers; Sheet Metal Workers	\$20.34	\$8.53
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	\$19.72	\$7.04
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$16.00	\$4.33
Welders (Incidental)	Receive Rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

FEBRUARY 14, 2003

PREVAILING WAGE RATES

APPENDIX

CORRECTIONS AND AMENDMENTS

FEBRUARY 14, 2003

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

ASBESTOS WORKERS 28.96 10.54

Installation of insulation on mechanical systems* for Thermal and Acoustical purposes, also the installation of fire stop penetrations on electrical and mechanical systems.

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

HAZARDOUS MATERIALS HANDLERS/ MECHANICS

15.00 5.90

*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 materials 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 EPA, OSHA, DEQ or Federal OSHA.

BOILERMAKERS 27.22 13.55

BRICKLAYERS/STONEMASONS

(This trade is tended by "Tenders to Masons")

Area 1 26.62 10.10

(Add \$.75 per hour to Fringe for Refractory repair work.)

Area 2 25.40 9.75

(Add \$.75 per hour to Fringe for Refractory repair work.)

BRICKLAYERS/STONEMASONS (Continued)

Area 1

Benton (a)	Columbia	Marion	Tillamook
Clackamas	Lincoln (a)	Multnomah	Washington
Clatsop	Linn (a)	Polk	Yamhill

Area 2

Benton (b)	Klamath	Lake	Lane
Lincoln (b)	Linn (b)		

a) North Half

b) South Half

CARPENTERS

Zone 1 (Base Rate)

Group 1	26.12	10.05
Group 2	26.27	10.05
Group 3	26.62	10.05
Group 4	26.77	10.05
Group 5	26.62	10.05
Group 6	26.77	10.05
Group 7	27.12	10.05

Zone Differential for Carpenters (Add to Zone 1 Rate)

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

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	Goldendale	Medford	Roseburg
Astoria	Grants Pass	McMinnville	St. Helens

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

CARPENTERS (Continued)

Reference Cities for Group 1 and 2 Carpenters (Cont.)

Baker	Hermiston	Newport	Salem
Bend	Hood River	Oregon City	The Dalles
Brookings	Klamath Falls	Ontario	Tillamook
Burns	LaGrande	Pendleton	Vancouver
Coos Bay	Lakeview	Portland	
Corvallis	Longview	Port Orford	
Eugene	Madras	Reedsport	

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

CARPENTERS (Continued)

Group 1

Auto. Nailing Machine
Carpenters
Form Strippers
Manhole Builders
Non-irritating Insulation
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

CEMENT MASONS

(This trade is tended by "Concrete Laborers")

Zone 1 (Base Rate)

Group 1	22.24	11.70
Group 2	22.68	11.70
Group 3	22.68	11.70
Group 4	23.13	11.70

Group 1 Cement Masons, finishing, hand chipping, patching, grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades. Grinding of concrete done as preparatory to patching or when done to produce a finished concrete product.

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

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

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

CEMENT MASONS (Continued)

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	3.00

Zone 1: Projects within 30 miles of city hall in the cities listed below.

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

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

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

Zone 5: More than 80 miles.

Reference Cities

Bend	Longview	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver
Eugene			

DIVERS & DIVERS' TENDERS

Divers	62.50	9.54
Divers' Tenders	28.08	9.54

1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.

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

3) The zone pay for all other projects shall be computed from the city hall of Portland.

Zone Differential for Divers/Divers' Tenders

(Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00
Zone 7	5.00

DIVERS & DIVERS' TENDERS (Continued)

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 miles.

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

Reference Cities for Divers/Divers' Tenders

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

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

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

Divers' Depth Pay:

Depth of Dive Hourly Depth Pay

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

Divers' Enclosure Pay (working without vertical escape):

Distance Traveled

In the Enclosure Hourly Enclosure Pay

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

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE	BASIC HOURLY RATE	FRINGE
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TRADE	BASIC HOURLY RATE	FRINGE
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DREDGERS

Zone 1 (Base Rate)

Leverman (Hydraulic, Dipper, Floating Clamshell)	32.43	8.50
Asst. Engineer (including Watch Engineer, Welder, Mechanic, Machinist)	30.25	8.50
Tenderman (Boatman, Attending Dredge Plant); Fireman	29.25	8.50
Fill Equipment Operator	28.44	8.50
Assistant Mate (Deckhand); Oiler	27.35	8.36

Zone Differential for Dredgers
(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

Drywall (Acoustical and Drywall Applicator)	25.23	10.76
Wetwall (Lather)	24.94	11.05

ELECTRICIANS

Area 1

Electricians	24.44	7.81
Cable Splicers	27.32	7.94

Area 2

Electricians	28.75	10.59
Cable Splicers	30.19	10.64

Area 3

Electricians	27.25	10.67
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ELECTRICIANS (Continued)

Area 4

Electricians	29.44	11.59
Cable Splicers	32.39	11.68
Electrical Material Handler	13.30	5.48

Area 5

Electricians	31.00	12.76
Cable Splicers	31.25	12.77
Electrical Material Handler	17.52	8.38

Zone Pay for Area 5 Electricians
(Add to Basic Hourly Rate)

Zone 1	31-50 miles	1.00
Zone 2	51-70 miles	3.00
Zone 3	71-90 miles	5.00
Zone 4	91 or more	8.50

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

Area 6

Electricians	27.00	9.81
Cable Splicers	27.00	9.81

Reference Counties

Area 1

Malheur

Area 2

Baker
Gilliam
Grant
Morrow
Umatilla
Union
Wallowa
Wheeler

Area 3

Coos
Curry
Lincoln
Douglas (a)
Lane (a)

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

ELECTRICIANS (Continued)

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

- 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.
- Those portions lying east of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.
- South half
- North half

ELEVATOR CONSTRUCTORS

Area 1

Mechanic	32.57	8.34 + a
Helper	22.80	8.08 + a
Probationary	16.28	.44

Area 2

Mechanic	33.92	10.49 + a
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- 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.

Reference Cities

<u>Area 1</u>	<u>Area 2</u>
Baker	All
Umatilla	Remaining
Union	Counties
Wallowa	

FLAGGERS See Laborers, Group 5

<u>GLAZIERS</u>	27.35	8.36
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Add \$1.00 to base rate if safety belt is required by State safety regulations.

Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair.

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

HIGHWAY / PARKING STRIPERS

23.36	5.75
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IRONWORKERS

26.97	11.30
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Structural, Reinforcing, Ornamental, Riggers, Signal men

LABORERS

Zone 1 (Base Rate):

Group 1	22.18	7.40
Group 2	22.69	7.40
Group 3	23.08	7.40
Group 4	23.41	7.40
Group 5	19.61	7.40

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 (503) 731-4723.

Zone Differential for Laborers (Add to Zone 1 Rate)

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

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

LABORERS (Continued)

Zone 1 – Projects within 30 miles of city hall in the cities listed below.

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

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

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

Zone 5 – More than 80 miles.

Reference Cities

Albany	Burns	Hermiston	Portland
Astoria	Coos Bay	Klamath Falls	Roseburg
Baker City	Eugene	Medford	Salem
Bend	Grants Pass	Pendleton	The Dalles

Group 1

Asphalt Spreader	Leverman or Aggregate
Batch Weighman	Spreader (d)
Broomer	Loading Spotter
Brush Burner/Cutter	Material Yard Man (e)
Car & Truck Loader	Powderman Assistant
Carpenter Tender	Railroad Track Laborer
Change-House Man	Ribbon Setter (f)
Chipper Operator (a)	Rip Rap Man (Hand Placed)
Choker Setter	Road Pump Tender/Mover
Clean up Laborer ***	Scaffold Tender
Curing, Concrete	Sewer Laborer
Demolition, wrecking,	Signalman
moving (Industrial)***	Skipman
Driller Assistant	Sloper
Dry-shack Man	Sprayman
Dumpers, road oiling crew	Stake Chaser
Dumpman for Grading	Stockpiler
crew	Tie Back Shoring
Elevator Feeder	Timber Faller/Bucker
Erosion Control Specialist	(Hand Labor)
Fine Grader	Toolroom Man (Job Site)
Fire Watch	Traffic Control Supervisor
Form Stripper (b)	(Certified)
General Laborer ***	Weight-Man Crusher (g)
Guardrail, Median Rail (c)	Wood Fence Builder

- 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 (Continued)

Group 2

Applicator (a)	Handler/Mixer (f)
Brush Cutter (b)	Doping & Wrapping Pipe
Burner	Post Hole Digger, Air, Gas
Choker Splicer	or Electric
Clary Power Spreader (c)	Power Tool Operator (g)
Clean up Nozzleman -	Ribbon Setter (head)
Green Cutter (d)	Rip Rap Man (head) (hand
Concrete Laborer	placed)
Concrete Power Buggyman	Sand Blasting (wet)
Crusher Feeder	Stake Setter
Demolition/Wrecking (e)	Tamper
Gunite Nozzleman Tender	
Gunite or Sandblasting Pot	
Tender	

- a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project.
- b) Power Saw
- c) And similar types of spreaders
- d) Concrete, rock, etc.
- e) Charred Materials
- f) Of all materials of an irritating nature including cement and lime
- g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers

Group 3

Asbestos Removal	Power Saw Operator (c)
Bit Grinder	Sand Blasting (dry)
Concrete Saw Operator	Sewer Timberman
Drill Doctor	Track Liner (d)
Drill Operator (a)	Tugger Operator
Laser Beam (b)	Vibrating Screed
Manhole Builder	Vibrator (all)
Nipper & Timberman	Water Blaster
Nuclear Plant Worker -	Welder
Lead Shield	

- 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

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

LABORERS (Continued)

Group 4

Asphalt Raker	Pipe Layer (all)
Gunit Nozzleman	Powderman
Grade Checker	Pumpcrete Nozzleman
High Scaler, Stripper, Driller (a)	Shield Operator
Laser Beam (Tunnel), applicable when employee assigned to move, set up, align laser beam	Tunnel Bull Gang (above ground)
Loop Installation	Tunnel Chuck Tender
Motorman-Dinky	Tunnel Miner
Locomotive	Tunnel Mucker/Brakeman/ Concrete Crew/Bull Gang (underground)
	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.

Group 5

Clean up Laborer (building only)***
Demolition, Wrecking & Moving (building only)***
Flagger

***Laborers can tear off roofs, clean up or handle roofing material only when at least one new story is added or in demolition work, where no re-roofing will occur.

LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):

Area 1	24.44	7.94
Area 2	25.00	8.48
Area 3	19.81	7.99
Area 4	21.26	7.59
Area 5	25.15	9.30
Area 6	21.00	6.13

Area 1

Malheur

Area 2

Baker
Gilliam
Grant

Area 3

Coos
Curry
Douglas (a)

LIMITED ENERGY ELECTRICIANS (Continued)

Area 2 (Cont.)

Morrow
Umatilla
Union
Wallowa
Wheeler

Area 3(Cont.)

Lane (a)
Lincoln

Area 4

Benton
Crook
Deschutes
Jefferson
Lane (b)
Linn
Marion
Polk
Yamhill (c)

Area 5

Clackamas
Clatsop
Columbia
Hood River
Multnomah
Sherman
Tillamook
Wasco
Washington
Yamhill (d)

Area 6

Harney
Jackson
Josephine
Klamath
Lake
Douglas (b)

- (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) Those portions 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

LINE CONSTRUCTION

Area 1

Group 1	37.95	9.17
Group 2	33.88	9.02
Group 3	20.27	6.93
Group 4	29.14	7.07
Group 5	25.41	6.93
Group 6	23.72	6.87

Area 2

Cable Splicer	30.51	8.17
Journeyman Lineman	27.65	7.94
Line Equip. Oper.	23.41	7.61
Groundman	17.09	5.96

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

LINE CONSTRUCTION (Continued)

Area 1 All counties except Malheur County

Area 2 Malheur County

Group 1

Cable Splicer
Leadman Pole Sprayer
Lineman
Pole Sprayer

Group 2

Certified Lineman
Welder
Heavy Line Equipment
Man

Group 3

Tree Trimmer

Group 4

Line Equipment Man

Group 5

Head Groundman
Jackhammer Man
Powderman

Group 6

Groundman

MARBLE SETTERS (Includes Granite)

(This trade is tended by "Tile, Terrazzo, Brick & Marble Finishers")

Area 1 27.62 10.10

Area 2 26.40 9.75

Area 1

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

Area 2

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

a) North Half
b) South Half

PAINTERS & DRYWALL TAPERS

Commercial Painting 20.40 5.18

Includes painting upon or within any structure, facility, surface or item which is established or constructed for conducting commerce, profit or non-profit

Industrial Painting 21.00 5.18

Includes painting upon or within any structure, facility, surface or item which is established or constructed for conducting industrial related commerce. Industrial related commerce relates to manufacturing plants, process plants, tank farms, factories, ship yards, and other similar structures all of which contain excessive use of metal components in their construction.

Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for both commercial and industrial painting.

Drywall Taper 26.11 9.12

PLASTERERS

(This trade is tended by "Tenders to Plasterers")

Nozzleman 27.64 7.13

Swinging Scaffold 26.64 7.13

All Other Work 25.64 7.13

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both) 23.54 8.02

Add \$2.21 per hour to basic hourly rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment.

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

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

PLUMBERS & STEAMFITTERS/PIPEFITTERS

(Continued)

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.

Reference Cities for Area 1:

Boise, Idaho
Twin Falls, Idaho

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.

Area 2 (Both)	28.95	13.49
Area 3 (Both)	31.73	12.77

<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>
Baker	Grant (b)	All Remaining
Harney (a)	Morrow	Counties
Malheur	Umatilla	
	Union	
	Wallowa	

- a) Except Northwest Portion
- b) Except Southwest Portion

POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate)

Group 1	29.30	8.95
Group 2	28.07	8.95
Group 3	27.31	8.95
Group 4	26.79	8.95
Group 5	26.19	8.95
Group 6	23.84	8.95

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (503) 731-4723.

POWER EQUIPMENT OPERATORS (Cont.)

Zone Rates

Zone 2	1.50
Zone 3	3.00

For the Following Metropolitan Counties:

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

- See map on page 61 for Zone 1 of this classification

(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.

(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:

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 for all classifications.

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

POWER EQUIPMENT OPERATORS (Cont.)

(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

Group

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

CLEARING

Group

- 4 Log Skidder
- 4 Chipper (*Assistant to Engineer if required*)
- 4 Incinerator (*Assistant to Engineer if required*)
- 4 Stump Splitter (*loader mounted or similar type*)
- 4 Stump Grinder (*loader mounted or similar type*)
- 4 Tub Grinder (*used for wood debris*)
- 4 Land Clearing Machine (*track mounted forestry mowing & grinding machine*)
- 4 Hydro Axe (*loader mounted or similar type*)

CRANE

Group

- 6 Tugger or Coffin Type Hoist Operator
- 6 Truck Crane Oiler-Driver
- 6 Oiler

POWER EQUIPMENT OPERATORS (Cont.)

CRANE (Cont.)

Group

- 6 Fireman, all equipment
- 6 A-Frame Truck Operator, single drum
- 5 Hoist Operator, single drum
- 5 Helicopter Hoist Operator
- 5 Elevator Operator
- 5 Boom Truck Operator
- 5 A-Frame Truck Operator, double drum
- 4 Lift Slab Machine Operator
- 4 Hoist Operator, two (2) drum
- 4 Hoist Operator, three (3) or more drums
- 4 Hoist Operator, stiff leg, guy derrick or similar type, fifty (50) ton and over
- 4 Derrick Operator, under 100 tons (two operators required when swing control is remote from hoist)
- 4 Chicago Boom and similar types
- 4 Cherry Picker or similar type crane-hoist, five (5) ton capacity or less
- 4 Cableway Operator, up to twenty-five (25) ton
- 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
- 4 Boom type lifting device, five (5) ton capacity or less
- 2 Cableway Operator, twenty-five (25) ton and over
- 1 Helicopter Operator, when used in erecting work

HYDRAULIC CRANE OPERATOR

Group

- 5 Hydraulic Boom Truck Operator, Pittman
- 4 Hydraulic Crane Operator, under fifty (50) tons
- 3 Hydraulic Crane Operator, fifty (50) tons through 89 tons (with luffing or tower attachment takes Group 2 classification)
- 2 Hydraulic Crane Operator, ninety (90) tons through 199 tons (with luffing or tower attachment takes Group 1 classification)
- 1 Hydraulic Crane Operator, two hundred (200) tons and over (with luffing or tower attachment shall receive the Group 1 classification plus 5%)

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

POWER EQUIPMENT OPERATORS (Cont.)

TOWER/WHIRLEY OPERATOR

Group

- 2 Tower Crane Operator
- 2 Whirley Operator, under ninety (90) ton
- 1 Whirley Operator, ninety (90) ton and over

LATTICE BOOM CRANE OPERATOR

Group

- 4 Lattice Boom Crane Operator, under fifty (50) tons
- 3 Lattice Boom Crane Operator, fifty (50) tons through 89 tons, (& less than 150 ft. boom)
- 2 Lattice Boom Crane Operator, ninety (90) tons through 199 tons, (and/or 150 ft-200 ft boom)
- 1 Lattice Boom Crane Operator, two hundred (200) tons through 299 tons, (and/or over 200 ft. boom)
- 1 Lattice Boom Crane Operator, two hundred (200) tons through 299 tons, with over 200 ft. boom shall receive the Group 1 classification rate plus 5%
- 1 Lattice Boom Crane Operator, three hundred (300) tons through 399 tons shall receive Group 1 classification rate plus 5%
- 1 Lattice Boom Crane Operator, three hundred (300) tons through 399 tons, with over 200 ft. boom shall receive the Group 1 classification rate plus 10%
- 1 Lattice Boom Crane Operator, four hundred (400) tons and over, shall receive the Group 1 classification rate plus 10%

DRILLING

Group

- 6 Drill Assistant
- 6 Directional Drill Locator
- 6 Auger Oiler
- 5 Directional Drill Operator less than 20,000 LBS. pullback
- 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

POWER EQUIPMENT OPERATORS (Cont.)

DRILLING (Cont.)

4 Cat Drill (*John Henry*)

- 4 Directional Drill Operator over 20,000 LBS pullback

FLOATING EQUIPMENT

Group

- 6 Deckhand
- 6 Boatman
- 5 Fireman
- 4 Piledriver Operator (*not crane type*)
- 4 Licensed Boatman
- 4 Jack Operator, elevating barges, Barge Operator, self-unloading
- 4 Floating Crane (*derrick barge*) Operator, less than 30 ton
- 4 Floating Clamshell, etc. Operator, under 3 cu. yd.
- 4 Diesel-Electric Engineer
- 2 Floating Crane (derrick barge) Operator, 30 ton but less than 150 ton
- 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over
- 1 Floating Crane, two hundred fifty (250) ton and over shall receive the Group 1 classification rate plus 5%.
- 1 Floating Crane, three hundred fifty (350) ton and over shall receive the Group 1 classification rate plus 10%.
- 1 Floating Crane, 150 ton and over but less than 250 ton

FORK LIFT

Group

- 6 Self-Propelled Scaffolding Operator
Construction job site (*excluding working platform*)
- 6 Fork Lift or Lumber Stacker Operator,
construction job site
- 6 Ross Carrier Operator, construction job site
- 5 Lull Hi-Lift Operator or similar type
- 5 Fork Lift, over five (5) ton and/or Robotic
- 3 Rock Hound Operator

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

POWER EQUIPMENT OPERATORS (Cont.)

GUARDRAIL EQUIPMENT

Group

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

HYDRAULIC HOES-EXCAVATORS

Group

- 5 Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type)
- 5 Hydraulic Backhoe Operator, track type up to and including 20,000 LBS
- 4 Robotic Hydraulic Backhoe Operator, track and wheel type up to and including 20,000 LBS. with any or all attachments.
- 4 Excavator Operator over 20,000 LBS. through 80,000 LBS.
- 3 Excavator Operator over 80,000 LBS. through 130,000 LBS
- 2 Excavator Operator over 130,000 LBS and above

LOADERS

Group

- 6 Bucket Elevator Loader Operator, Barber-Greene and similar types
- 6 Bobcat, Skid Steer (under 1 yard)
- 5 Loaders, rubber-tired type, 25,000 LBS
- 5 Elevating Loader Operator, Athey and similar types
- 5 Elevating Grader Operator, Tractor towed requiring Operator or Grader
- 4 Loader Operator, front end and overhead, 25,000 LBS and less than 60,000 LBS
- 4 Elevating Grader Operator by Tractor Operator, Sierra, Euclid or similar types
- 4 Belt Loaders Kolman and Ko Cal types
- 3 Loader Operator, 60,000 LBS and less than 120,000 LBS
- 2 Loader Operator, 120,000 LBS and above

POWER EQUIPMENT OPERATORS (Cont.)

PILEDRIVERS

Note: Crane rates apply when driving or pulling piling

Group

- 4 Hammer Operator
- 4 Piledriver Operator (*not crane type*)

PIPE LINE – Sewer Water

Group

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

RAILROAD EQUIPMENT

Group

- 6 Brakeman
- 6 Oiler
- 6 Switchman
- 6 Motorman
- 6 Ballast Jack Tamper Operator
- 5 Locomotive Operator, under 40 tons
- 5 Ballast Regulator Operator
- 5 Ballast Tamper Multi-Purpose Operator
- 5 Track Liner Operator
- 5 Tie Spacer Operator
- 5 Shuttle Car Operator
- 5 Locomotive Operator, 40 tons and over

REMOTE CONTROL

Group

- 4 Vacuum Blasting Machine Operator/Mechanic
- 4 Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic
- 4 Concrete Cleaning Decontamination Machine Operator

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

POWER EQUIPMENT OPERATORS (Cont.)

REMOTE CONTROL (Cont.)

- 2 Remote controlled earth-moving equipment
- 2 Master Environmental Maintenance Mechanic
- 2 Heavy Equipment Robotics Operator
- 2 Heavy Equipment Robotics Mechanic

SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC., OPERATOR

Group

- 6 Oiler
- 6 Grader Oiler
- 6 Grade Checker
- 6 Fireman
- 4 Diesel-Electric Engineer
- 4 Stationary Drag Scraper Operator
- 4 Shovel, Dragline, Clamshell, Operator under 3 cu. yd.
- 4 Grade-all Operator
- 3 Shovel, Dragline, Clamshell, Operator 3 cu. yds., but less than 5 cu. yds.
- 2 Shovel, Dragline, Clamshell, Operator, 5 cu. yds. and over

SIGNALMAN

Group

- 6 Helicopter Radioman (*ground*)
- 6 Bell Boy, phones, etc., Operator

SURFACING (BASE) MATERIAL

Group

- 6 Tamping Machine Operator, mechanical, self-propelled
- 6 Roller Operator, grading of base rock (*not asphalt*)
- 6 Hydrographic Seeder Machine Operator, straw, pulp or seed
- 5 Roller Operator, Oiling, C.T.B.
- 5 Rock Spreaders, self-propelled
- 5 Pulva-Mixer or similar types
- 5 Lime Spreading Operator, construction job site
- 5 Chip Spreading Machine Operator

POWER EQUIPMENT OPERATORS (Cont.)

SURFACING (BASE) MATERIAL (Cont.)

- 4 Blade Mounted Spreaders, Ulrich and similar types

TRENCHING MACHINE

Group

- 6 Oiler
- 6 Grade Oiler
- 5 Trenching Machine Operator, maximum digging capacity 3 ft. depth
- 4 Trenching Machine Operator, maximum digging capacity over 3 ft. depth
- 4 Back Filling Machine Operator
- 2 Wheel Excavator, under 750 cu. yds. Per hour
- 2 Canal Trimmer
- 2 Wheel Excavator, over 750 cu. yds. per hour
- 2 Band Wagon (*in conjunction with wheel excavator*)

TUNNEL

Group

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

UNDERWATER EQUIPMENT

Group

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

ROOFERS

Area 1

Roofers	23.65	6.23
Handling coal tar pitch	26.02	6.23
Remove fiberglass insulation	26.02	6.23

Clackamas	Clatsop	Columbia	Multnomah
Tillamook	Washington		

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

ROOFERS (Continued)

Area 2 (a)*

Roofers		18.05	6.90
Douglas	Marion	Polk	Yamhill

Area 2 (b)*

Roofers		17.05	5.80
Benton	Lane	Lincoln	Linn

* Add \$2.00 to basic hourly rate for application, spudding and cutting or removal of coal tar products.

* Add \$0.50 per hour to base hourly rate for application, spudding and cutting or removal of fiberglass insulation.

SHEET METAL WORKERS

Area 1	29.23	11.83
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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	21.71	9.33
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Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 ft. 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	25.22	11.59
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Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask.

SHEET METAL WORKERS (Continued)

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

Add \$0.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground.

Area 4	25.01	10.90
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Area 5	24.15	10.82
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Area 1	Area 2	Area 3	Area 4	Area 5
--------	--------	--------	--------	--------

Clackamas	Baker	Morrow	Douglas	Coos
Clatsop		Umatilla	Lane	Curry
Columbia		Union		
Gilliam		Wallowa		
Grant				
Multnomah				
Tillamook				
Washington				
Wheeler				

SOFT FLOOR LAYERS	22.28	8.68
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Soft tile, linoleum and carpet

SPRINKLER FITTERS	27.65	10.05
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TENDERS TO MASON TRADES

23.79	7.40
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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

22.54	7.40
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AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

TILE SETTER/TERRAZZO WORKERS

23.90 8.23

This trade is tended by "Tile, Terrazzo, Brick & Marble Finishers."

Add \$0.50 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

17.99 6.17

Assists Tile Setter, Bricklayers, Marble Masons and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.

Add \$0.50 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

Group 1	22.60	9.50
Group 2	22.72	9.50
Group 3	22.85	9.50
Group 4	23.11	9.50
Group 5	23.33	9.50
Group 6	23.49	9.50
Group 7	23.69	9.50

Group 1

A-Frame or Hydra-Lift Truck w/load bearing surface
Battery Rebuilder
Bus or Man-Haul Driver
Concrete Buggies (power operated)
Driver
Dump Trucks, side, end and bottom dumps up to and including 10 cu. yards, including semi-trucks and trains or combinations thereof

TRUCK DRIVERS (Continued)

Group 1 (Continued)

Fork Lifts used in loading, unloading and transporting material on job site
Fuel Truck Driver
Lift Jitneys
Loader and /or Leverman on concrete dry batch plant manually operated
Lubrication Man
Pilot Car
Slurry Truck Driver or Leverman
Solo Flat Bed and miscellaneous body trucks
Steam Cleaner or combination
Tireman
Transit Mix & Wet or Dry Mix Trucks, 5 cu. yds & under
Truck and Truck Mechanic Assistant
Wash Rack
Water Wagon up to 3,000 gallons

Group 2

Dumpsters or similar equipment
Flaherty Spreader Driver or Leverman
Low Bed Equipment, Flat Bed Semi-Truck & Trailer or doubles transporting equipment or wet or dry materials
Lumber Carrier, Driver-Straddle Carrier used on job site
Oil Distributor Driver or Leverman

Group 3

Body Repairman
Dump Trucks, side end and bottom dumps over 10 cu. yds and including 30 cu. yds, including semi-trucks and trains or combinations thereof.
Transit Mix and Wet or Dry Mix Trucks over 7 cu. yds and including 11 cu. yds.
Truck Mechanic -Welder -Body Repairman
Water Wagons, 5,000 to 10,000 gallons

Group 4

Dump Trucks, side, end and bottom dumps over 30 cu. yds and including 50 cu. yds. including semi-trucks and trains or combinations thereof

AMENDMENT TO OREGON DETERMINATION 2003-01

TRADE

BASIC
HOURLY FRINGE
RATE

TRADE

BASIC
HOURLY FRINGE
RATE

TRUCK DRIVERS (Continued)

Group 4 (Continued)

Transit Mix and Wet or Dry Mix Trucks, over
11 cu. yds and including 15 cu. yds
Water Wagons, 10,000 to 15,000 gallons

Group 5

Dump Trucks, side, end and bottom dumps over
50 cu. yds and including 60 cu. yds, including
semi-trucks and trains or combinations thereof.

Group 6

Dump Trucks, side, end and bottom dumps over
60 cu. yds. and including 80 cu. yds including
semi-trucks and trains or combinations thereof.

Group 7

Dump Trucks, side, end , and bottom dumps over
80 cu. yds and including 100 cu. yds., including
semi-trucks and trains or combinations thereof.

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 16, 2003**

To: All Oregon Contracting Agencies

Pursuant to ORS 279.361, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. 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) (503) 731-4709.

<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1. Joseph K. Adesida 5331 NE Killingsworth Street Portland, OR 97218	March 14, 2002	March 13, 2005
2. Tracy Alexander 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003
3. American Pipe Lining, Inc. 7945 Dunbrook Road, Suite C San Diego, CA 92126	October 29, 2002	October 28, 2005
4. Avery Backhoe, Inc. 3414 NE 52 nd Street, #B Vancouver, WA 98661	January 16, 2002	January 15, 2005
5. Sanford Beals 61000 Brosterhous Road #373 Bend, OR 97703	October 11, 2000	October 10, 2003
6. Black Hawk, Inc. dba Columbia Construction Company Steven W. Francis P.O. Box 352 Longview, WA 98632	December 4, 2000	December 3, 2003
7. Robert Blair and Barbara Blair aka Barbara Groce dba Mid Valley Mechanical 34058 Oakville Road Albany, OR 97321	October 29, 2002	October 28, 2005
8. Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
9. Cascade Concrete Construction, Inc. 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
10. Curtis A. Chaves 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
11. Collier Company, Inc., of Oregon 2305-C Ashland Street #407 Ashland, OR 97520	February 26, 2002	February 25, 2005
12. Jeannie M. Collier 262 Prairie Landing Drive Eagle Point, OR 97524	February 26, 2002	February 25, 2005

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 16, 2003
PAGE 2**

13. Stephen E. Collier 262 Prairie Landing Drive Eagle Point, OR 97524	March 14, 2002	September 13, 2003
14. Collier Mechanical Contractors, Inc. Aaron Collier PO Box 743 North Bend, OR 97459	March 29, 2001	March 28, 2004
15. Diamond Drywall 61000 Brosterhaus Road #373 Bend, OR 97703	December 4, 2000	December 3, 2003
16. Michael Duquette 19428 Seminole Circle Bend, OR 97702	February 6, 2001	February 5, 2004
17. Emerald Tower Inc. c/o Habibollah Matin 6107 SW Murray Blvd. #433 Beaverton, OR 97008	October 29, 2002	October 28, 2005
18. Energy Exchange, Inc. dba Energy Exchange 4204 SE Crystal Springs Portland, OR 97206	May 10, 2001	May 9, 2004
19. Four Seasons Heating & Cooling Specialists, Inc. PO Box 536 224 Leisure Street Glide, OR 97443	October 10, 2001	October 9, 2004
20. William C. Fraser, Jr. PO Box 536 224 Leisure Street Glide, OR 97443	October 10, 2001	October 9, 2004
21. Wayne Fromdahl 900 NE Butler Market Road #V-2 Bend, OR 97701	October 11, 2000	October 10, 2003
22. Gregory D. Jones Gregg's Custom Carpet Installation 42958 SE Wildcat Mountain Drive Sandy, OR 97055	October 25, 2000	October 24, 2003
23. Arthur A. Harding III dba Arthur Harding Mason Contractor Arthur Harding Masonry Art Harding Masonry 602 SE 28 th Avenue Portland, OR 97214	August 2, 2001	August 1, 2004
24. Bruce D. Huhta P.O. Box 352 Longview, WA 98632	July 2, 2001	July 1, 2004
25. I-5 Excavating, Inc. dba I-5 Contracting, Inc. E. F. Dunn 3655 Brooklake Road Brooks, OR 97305	July 25, 2001	July 24, 2004
26. Interstate Concrete, Inc. 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 16, 2003
PAGE 3**

27. J.B.M. Services, Inc PO Box 11104 Portland, OR 97211 2420 N Hayden Island Drive, Bldg. E Portland, OR 97214	March 14, 2002	March 13, 2005
28. Julie M. Loveday, dba Jewels Flagging Service PO Box 2013 Redmond, OR 97756	October 10, 2001	October 9, 2004
29. Karl Johnson 576 Clearview Roseburg, OR 97470	September 6, 2000	September 5, 2003
30. Johnson Builders, Inc. Laine Johnson 3545 SW Falcon Portland, OR 97219	October 25, 2000	October 24, 2003
31. Kylemac 4413 Zirkle Court Longview, WA 98632	December 4, 2000	December 3, 2003
32. LaMear, Inc Patrick LaMear Connie LaMear PO Box 4191 Bellevue, WA 9800	February 26, 2002	February 25, 2005
33. Scott Little Rhonda Little 9106-BN NE Highway 99 Vancouver, WA 98665	April 25, 2000	April 24, 2003
34. Anthony Lockett, Sr. 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003
35. Magic Numbers Estimating, Inc. 529 S 47 th St Springfield, OR 97478	July 15, 2002	July 14, 2005
36. Don J. McMillin Constructors Inc. Donald J. McMillin 10411 S952 PR Kennewick, WA 99338	May 1, 2002	April 30, 2005
37. Millennium Interior Contractors, Inc. 1501 W 8th Street Vancouver, WA 98660	September 16, 2002	September 15, 2005
38. Steven H. Mori 1320 Trail Dust Ave. San Diego, CA 92129	October 29, 2002	October 28, 2005
39. John Nakamura 7860 SW Hall Blvd. #3 Beaverton, OR 97008	October 29, 2002	October 28, 2005
40. Heidi Navarre 5410 103 rd Street Vancouver, WA 98686	September 16, 2002	September 15, 2005
41. North American Construction & Consulting, Inc. 1863 Pioneer Parkway E, PMB 220 Springfield, OR 97478	July 15, 2002	July 14, 2005

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 16, 2003
PAGE 4**

42. Denise E. Oistad Jonathan Oistad 25829 N. 41 st Dr. Glendale, AZ 85310-2438	September 16, 2002	September 15, 2005
43. Frank Pausz, dba Bee Electric Service 11165 NW Marylee Court Portland, OR 97229-4821	January 16, 2003	January 15, 2006
44. Frank Pausz PO Box 1681 Beaverton, OR 97075	January 16, 2003	January 15, 2006
45. Pedro Ramos, dba P & A Painting Enterprises P & A Painting Enterprises, Inc. 3027 NW Overlook Drive, #925 Hillsboro, OR 97124	August 2, 2001	August 1, 2004
46. Quality Homes N.W., Inc. 9106-BN NE Highway 99 Vancouver, WA 98665	April 25, 2000	April 24, 2003
47. Ebrahim Sahebi aka Abraham Sahebi 10320 SW Mockingbird Way Beaverton, OR 97007-6176	October 29, 2002	October 28, 2005
48. Sierra West Corporation 4960 Industry Dr Central Point, OR 97502	September 16, 2002	September 15, 2005
49. Michael D. Slover 4204 SE Crystal Springs Portland, OR 97206	May 10, 2001	May 9, 2004
50. Keith Testerman dba Testerman Masonry 1940 NE Sams Loop, #4 Bend, OR 97701	June 6, 2000	June 5, 2003
51. Top Notch Construction & Roofing Top Notch Construction William George Allmendinger 84920 Ridgeway Road Pleasant Hill, OR 97455	January 8, 2001	January 7, 2004
52. Welkin Construction, Inc. 8000 SW Pfaffle Street Portland, OR 97223	May 1, 2002	April 30, 2005
53. Welkin Engineering, P.C. 8000 SW Pfaffle Street Portland, OR 97223	May 1, 2002	April 30, 2005
54. Western Integrity Drywall 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003

**DAN GARET, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES**

PART 3

GENERAL SPECIFICATIONS

**SECTION 01001
GENERAL SPECIFICATIONS**

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The work performed under this contract is limited to this contract. The City may award a separate contract for another project and work may be in progress simultaneously with a portion of the work under this contract. The Contractor shall cooperate with the City, agencies, trades or contractors that are involved in the execution of any other contract.
- B. Elements of the project include, but are not limited to: Investigation of the condition of each of two separate but connected wet wells at the Wastewater Treatment Plant Influent Pump Station followed by replacement of components of the piping system and base elbows of the pumps. Some specific demolition of ducting and miscellaneous items in the wet wells is also required.

1.02 CONTRACTOR COST BREAKDOWN

- A. At the Preconstruction Conference, the Contractor shall prepare and submit to the Engineer for approval, a cost breakdown of the total work under this contract. The cost breakdown shall show the unit value and quantity of each element of work including an allowance for overhead and profit. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents his estimate of the accurate cost, including overhead and profit, of performing that part of the work. The cost breakdown shall include sufficient detail to serve as a basis for making a partial payment during construction. Upon acceptance of the cost breakdown by the Engineer, such breakdown shall be incorporated into all applications for payments. At the Engineer's sole discretion the cost breakdown may be used to establish unit costs for change orders.
- B. Where services are required during installation, testing and for the training of Owner's personnel, the costs shall be included in the costs for providing the applicable specified equipment.

1.03 OTHER DAMAGES

- A. Any fines and/or penalties assessed to the City of Newberg by the Department of Environmental Quality (DEQ) and/or the Environmental Protection Agency (EPA) because of failure to complete all work on time, shall be assumed by the Contractor, if they arise from actions or failure to act by the Contractor.

1.04 PAYMENT

- A. Contractors are required to submit a request for progress payment to the Engineer. The request for payment must be reviewed by the Engineer as detailed in City of Newberg Technical Requirements Section 109.07.

1.05 PERMITS

- A. NO building permit is required for this project. The Contractor shall secure all specialty permits, including electrical, prior to beginning that phase of the project.
- B. The Contractor will pay all costs for all requirements of any nature specified in the permits. The Contractor shall be responsible for providing all special inspections required by permits. Other permits and inspections will be paid as part of the lump-sum contract.

1.06 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held. At this meeting submit:
 - 1. A detailed schedule that will be followed by the Contractor throughout the duration of the project.
 - 2. The names, addresses and telephone numbers of two or more persons employed by the Contractor who can be reached during evening hours and weekends to handle emergency matters.
 - 3. Material Safety Data Sheets (MSDS) for all hazardous chemical products to be used by the Contractor on this project. Submit MSDS for approval before bringing any chemical on site.

1.07 PRODUCT DATA – (NOT USED)

1.08 SHOP DRAWING REQUIREMENTS – (NOT USED)

1.09 RECORD DRAWINGS

- A. Record drawings refer to those documents maintained and annotated by the Contractor during construction to record all departures from the original plans, information not included in the original plans and the final as-built conditions. Record drawings include, but are not limited to the following:
 - 1. Two complete sets of contract drawings along with other documents such as schedules, lists, drawings and electrical and instrumentation diagrams included in

the specifications. These record drawings shall be full size prints (usually 'D' size 34" x 22") with as-built conditions recorded in pencil, pen or other medium suitable for clear photocopy reproduction. Final submittal to the City shall be the original marked prints.

2. Record actual construction conditions including the following:

- a. Work installed without change.
- b. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
- c. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
- d. Change made by Change Order.
- e. Field changes of dimensions, details and materials.
- f. Changes in equipment dimension or location.
- g. Details not shown on original Contract Drawings.

3. Label each drawing or document "PROJECT RECORD" in neat 1/2-inch printed letters. Record information concurrently with construction progress. Do not conceal any work until required information is recorded. Record drawings shall be neatly and legibly marked. Record drawings shall not be used for construction purposes. They shall be maintained in a clean, dry and legible condition and shall be available for review by the Engineer during normal working hours at the Contractor's field office.

- a. Record Drawings will be used to verify and document progress payment requests. Work not shown, and work with changes not shown on the record drawings shall not be included for Payment.
- b. Concurrent with substantial completion, the Contractor shall provide two copies of a complete, up to date, set of record drawings. Prior to project closeout, the Contractor shall provide one complete set of Record Drawings and software files in their final form.

1.10 OPERATION AND MAINTENANCE INFORMATION – (NOT USED)

1.11 SUPPLIERS'/MANUFACTURERS' SPECIAL SERVICES – (NOT USED)

1.12 CONTRACTOR'S USE OF PREMISES

- A. The Contractor may establish and maintain a separate field office at the project site for the duration of the work. The Contractor will be assigned a lay down and parking area within the plant to be used by his employees while working on the project. The Contractor's field office shall be accessible by the Engineer during working hours.

- B. All Contractor's employees will enter the plant through the pump station main gate and will park in the area designated for them. If the Contractor's personnel will be working at any time other than 7 A.M. to 5 P.M., arrangements must be made with the Engineer and the Treatment Plant Management. All traffic signs and directions are to be obeyed.
- C. The existing Wastewater Treatment Plant is currently and continuously receiving and treating wastewater, and that function shall not be interrupted except as specified herein. The Contractor shall coordinate the work to avoid any interference with normal operation of plant equipment and processes. The integrity of existing plant utilities shall be maintained by the Contractor at all times.
- D. The City's operating personnel will be responsible for operating the existing treatment plant throughout the execution of this contract. Equipment presently installed in the treatment plant must be available to plant personnel at all times for use, maintenance, and repair. If it is necessary, in the course of operating the plant, for the Contractor to move his equipment, materials, or any material included in the work, he shall do so promptly and place that equipment or material in an area that does not interfere with the plant operation. The Contractor shall not adjust or operate serviceable or functioning equipment or systems except as specifically required by this contract.
- E. Other concurrent construction contracts may be underway during the same time period as this contract. The Contractor's staging area and limits of construction are shown on the drawings. No activities or storage of materials shall be permitted outside of the designated areas without prior written permission of the Engineer. Requests for permission to utilize additional space shall clearly show the requested location on a map of the site, state the reason for the required additional space, state the length of time the additional space will be required, and give methods and a schedule for returning the space to its original condition.

1.13 RESTORATION OF IMPROVEMENTS

A. Structures

- 1. The contractor shall take all precautions necessary to protect the integrity and usefulness of all existing plant facilities. If necessary, the Contractor may, with the approval of the Engineer, remove such existing structures, including curbs, gutters, pipelines and utility poles as may be necessary for the performance of the work. The structures removed shall be rebuilt in as good a condition as found with the requirements specified. He shall also repair existing structures, which may be damaged as a result of the work under this contract.

B. Cultivated Areas and Other Surface Improvements

1. Cultivated or planted areas and other surface improvements that are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition. Restoration shall take place within 1 week or sooner as directed by the Engineer. Existing survey markers, investigative wells, guard posts, barricades, and fences shall be protected and replaced if damaged.

C. Protection of Existing Installation

1. The Contractor shall protect all existing operating facilities and structures from damages. However, if damage occurs, the Contractor shall immediately correct or replace existing equipment, controls, systems, structures, or facilities, which are damaged in any way as a result of his work.

1.14 CONTRACTOR'S UTILITIES

A. The Contractor may provide the following temporary services and facilities.

1. Office - The Contractor may maintain a suitable office at the site of the work.
2. Power - The City shall allow use of 120/480 volt electric power from existing facilities, within capacities of those facilities.
3. Telephone - The Contractor shall provide telephone service at the construction site office. Cellular service is acceptable.
4. Sanitary Facilities - The Contractor shall provide toilet and wash-up facilities for his work force at the site of work. They shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.
5. Security - The Contractor shall at all times be responsible for the security of his facilities and equipment. The City will not take any responsibility for missing or damaged equipment, tools, or personal belongings.
6. Work Area Restrictions - The Contractor's personnel shall remain in the project work area. Personnel found to be outside the project work area or the Contractor's staging area shall be removed from the project site by the Contractor and may not return.

1.15 DEMOLITION AND REMOVAL

- A. Salvage - The Owner has the right to salvage any items scheduled for removal. The Contractor shall notify the Engineer 5 days prior to any salvage or demolition work to determine the disposition of items to be removed. The Engineer will mark items to be

- B. salvaged. Items for salvage shall be properly disconnected, removed from their foundations, cleaned, and stored at a location on the plant site as directed by the Engineer.
- B. Disposal - The Contractor shall properly dispose of all waste material regardless of its source. Disposal of solid wastes shall be at a DEQ approved fill site. Liquid wastes generated in the course of the job may, with prior approval, be disposed of on site.

1.16 CLEANUP

- A. During the course of the work, the Contractor shall keep the site clean and orderly and shall follow housekeeping guidelines as set forth in the Oregon OSHA Safety Codes. Particular care shall be taken at the end of each day to guard, barricade, provide temporary lighting and otherwise minimize potentially hazardous situations to the City Employees who operate these facilities. At the completion of the work remove all material of any kind not incorporated into the work and leave the site in a condition acceptable to the Engineer.

1.17 ACCESS

- A. Construction activities may need to be scheduled to avoid interfering with maintenance activities or reducing treatment plant performance. All construction requiring a shutdown or restriction of access will need to be negotiated at least five working days in advance of the activity. Access to the work area is limited and the work site should be inspected carefully before proposing on this work. Vehicle access to the facility is limited.

1.18 SEQUENCE OF OPERATIONS

- A. Coordinate the sequence of operations with the requirements of the treatment facilities. The Contractor shall plan, schedule, and coordinate his construction operations and activities in a manner that will facilitate the progress of the work included in these Contract Documents.
- C. Since there is considerable interfacing with the Owner's plant operating staff, it is imperative that the Contractor work closely with them in preparing his schedule.

1.19 CONSTRAINTS

- A. Continuous operation of the Owner's existing treatment facilities is of critical importance. Interruption of the existing treatment systems and or plant utility services shall be avoided.
- B. At no time undertake to close off any lines or open valves, interrupt electrical or utility service or take any other action which would affect the operation of the existing

systems, except as specifically required by the Drawings and Specifications and only after approval is granted by the Engineer.

- D. The Contractor shall request approval, in writing, from the Owner a minimum of 72 hours in advance of the time that interruption of the existing system is required. Confirm approval with the Owner 24 hours in advance. There is no guarantee that scheduled shutdowns, tie-ins, or start-ups will not have to be rescheduled if required to facilitate uninterrupted operation of the treatment facilities. Rescheduled tie-ins shall be performed at no additional cost to the Owner.

1.20 TEMPORARY CONSTRUCTION UTILITIES

- A. Temporary Water. The Contractor shall maintain the integrity of the existing water systems. It shall be the Contractor's responsibility to provide all necessary connections to the water supply and conveyance facilities as required for his work. Potable water is available at the plant site for drinking and domestic type uses and the Owner will provide a reasonable quantity for these purposes. The Contractor shall provide all required connections for potable water use.
- B. Temporary Electric Power. The Owner will provide construction power used at the plant site where reasonable through existing electrical receptacles. Power for construction trailer and other uses shall be the responsibility of the Contractor. The Contractor shall make all arrangements with the electrical utility and with the Owner for power take-off points, voltage and phasing requirements, transformers and metering and shall pay all costs and fees arising there-from. It shall be the Contractor's responsibility to provide all special connections required for his work.
- C. Safety Requirements for Temporary Electric Power. Temporary electric power installation shall meet the construction requirements of Oregon OSHA, Yamhill County and the City of Newberg.

PART 2 – PRODUCTS (*NOT USED*)

PART 3 – EXECUTION (*NOT USED*)

END OF SECTION

SECTION 01010 SUMMARY OF WORK

PART 1 – GENERAL

1.01 SUMMARY

A. General work included in this section:

1. Furnish all labor, materials, and equipment required in accordance with provisions of the Contract Documents.
2. Completely coordinate with work of all other trades.
3. Although such work may not be specifically indicated, furnish and install all miscellaneous items incidental to or necessary for a complete facility.

B. Related Sections include but are not necessarily limited to:

1. Division 0 - General Conditions
2. Division 1 - General Requirements
3. Section 01001 - General Specifications

1.02 WORK COVERED BY CONTRACT

Background

The City owns and operates a peak 18 MGD oxidation ditch wastewater treatment facility. The elevation of the headworks station is approximately one hundred six feet above the gravity collection point of the sewer system. An influent station was built to collect and pump the raw sewage to the headworks. This facility consists of two adjacent connected wetwells with two submersible pumps in each wetwell. These facilities were started up in September of 1987. The station has experienced severe corrosion. In the winter of 2000 the entire above grade electrical and ventilation system was replaced due to failures from this corrosion. Two influent gates were also replaced due to corrosion. The remaining equipment from the original installation includes the pump discharge pipe/seating bases and other appurtenances, the pump discharge piping, the below grade ventilation ductwork, and the equalization shear gate.

In the winter of 2002 it was recognized that influent pump three was only pumping approximately 40% of its rated capacity. All four of the submersible pumps have been rebuilt over the past five years. The pump was rebuilt again but this only resulted in a minor improvement. By observation from grade level it was determined that a good portion of the pump discharge was recirculating back into the wet well. It is suspected that the discharge velocities are insufficient to transport rough solids through the vertical piping. A result would be rapid scouring of the pumping chambers and the discharge elbow. This would explain the failure

of the number three pump/discharge line unit. It is necessary to enter the wet well to verify these suspicions. All four discharge lines will be replaced to assure system reliability.

Contract Summary

Each half of the pump station must be addressed individually for the purposes of this work. Do not interfere with the integrity of the part of the station not actively being worked on. Pump out, cleanout, evaluate and repair/replace all sub-grade structure and permanently installed equipment. Provide all materials, labor, equipment, tools, and other services for this work.

Suggested Sequence of Work

Prepare the station for evaluation.

1. Ensure compliance with all OR-OSHA and City of Newberg required safety requirements concerning fall protection, confined space entry and energy lockout/tagout procedures for both self and all subcontractors.
2. Establish safe entry conditions and procedures to access each of the wet wells in turn. Isolate and pump down for inspection. The wet well can be pumped down to approximately two feet with the installed pumps. The remaining liquid will need to be pumped over to the opposite side with a portable pump. This activity may require providing a cofferdam or plug should the crossover shear gate prove to be incapable of isolation.
3. Clean out and dispose of all material offsite in accordance with all environmental regulations.

Evaluate the condition of the influent station wet wells and equipment using non-destructive methods. The results of this evaluation will be used to determine if additional work is required.

1. Inspect ventilation ductwork and support structures for corrosion, obstructions and wear.
2. Remove abandoned conduit, piping and bracketing.
3. Provide an onsite tour of findings to appropriate City utility and/or engineering employee while each wet well is still empty.
4. Assemble a written report of findings and recommendations including digital photographs for final evaluation to the City.
5. Arrange meeting with City employees for presentation of report and discussion of possible additional work.

Rebuild/repair the station wet wells as determined by evaluation. The following is the anticipated maximum amount of work that will need to be accomplished.

1. Remove equalization gate.
2. Remove and replace pump rails, pump rail supports, and pump 3 and 4 pump bases.

3. Remove discharge piping from pump bases to valves in valve vault.
4. Replace ventilation ductwork and supports below grade level.
5. Dispose of all removed equipment and structures.
6. Provide and install new 10-inch equalization shear gate. Gate must be Clow F-3000 series.
7. Provide and install twelve-inch discharge pump piping to connection in valve vault. Remove existing piping and provide adequate space to grout in new pipe. All piping and valves and accessories shall be rated for 125 PSI working pressure.
7. Piping shall be 12 inch SDR-17 High Density Polyethylene (HDPE).
8. The pipe shall be flanged with backing rings and a seep ring at the wall crossing from wet well to valve vault.
9. Grout new piping into wall. Cut existing pipe flush with wall and place new line through existing pipe and grout wall penetration. This horizontal spool may require complete removal of the existing steel pipe to allow passage of the flange between the wet well and the valve vault.
10. Install new 12-inch swing check valve, with lever and spring, MH style 259, Kennedy figure 125 or equal for each pump discharge.
- ~~10. Install new 12-inch gate valve, flanged with hand wheel, MH style 4067 or equal for each pump discharge.~~
8. Provide and install new ITT-Flygt pump discharge bases for pumps 3 and 4 and rail supports for pumps 1, 2, 3 & 4.
- a. Pump base elbows and rail supports shall be OEM replacements of specific equipment removed.
- i. Rail supports are four- ITT-Flygt Kit No. 14 58 93 08 top rail supports, and eight- ITT-Flygt middle rail supports. Middle supports are special order according to outside diameter of HDPE discharge piping used. Contractor to contact ITT-Flygt for specific part numbers.
- ii. Pump bases are two- ITT-Flygt part No. 388 24 06
- b. All additional hardware shall be 304 or 316 stainless steel.
9. Upon completion of replacements/repairs demonstrate hydraulic integrity by twenty-four -hour operation of each pump/discharge line combination.
10. Provide one-year guarantee of installation/fabrication work to City of Newberg.

CHANGED
TO AUG
6/10/03

1.03 CONTRACTOR'S USE OF PREMISES

- A. Refer also to Section 01001.
- B. The Contractor shall coordinate the work to prevent any nonscheduled disruption to the Owner's operations.

1.04 OWNER OCCUPANCY

- A. Owner will occupy the premises during the entire period of construction for the conduct of normal operations.
- B. Contractor shall coordinate with Owner in all construction operations to minimize conflicts and to facilitate Owner usage.

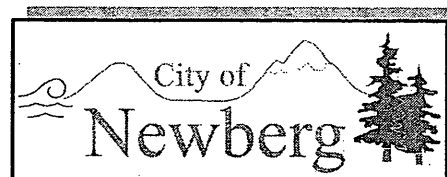
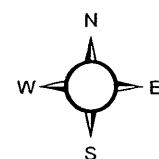
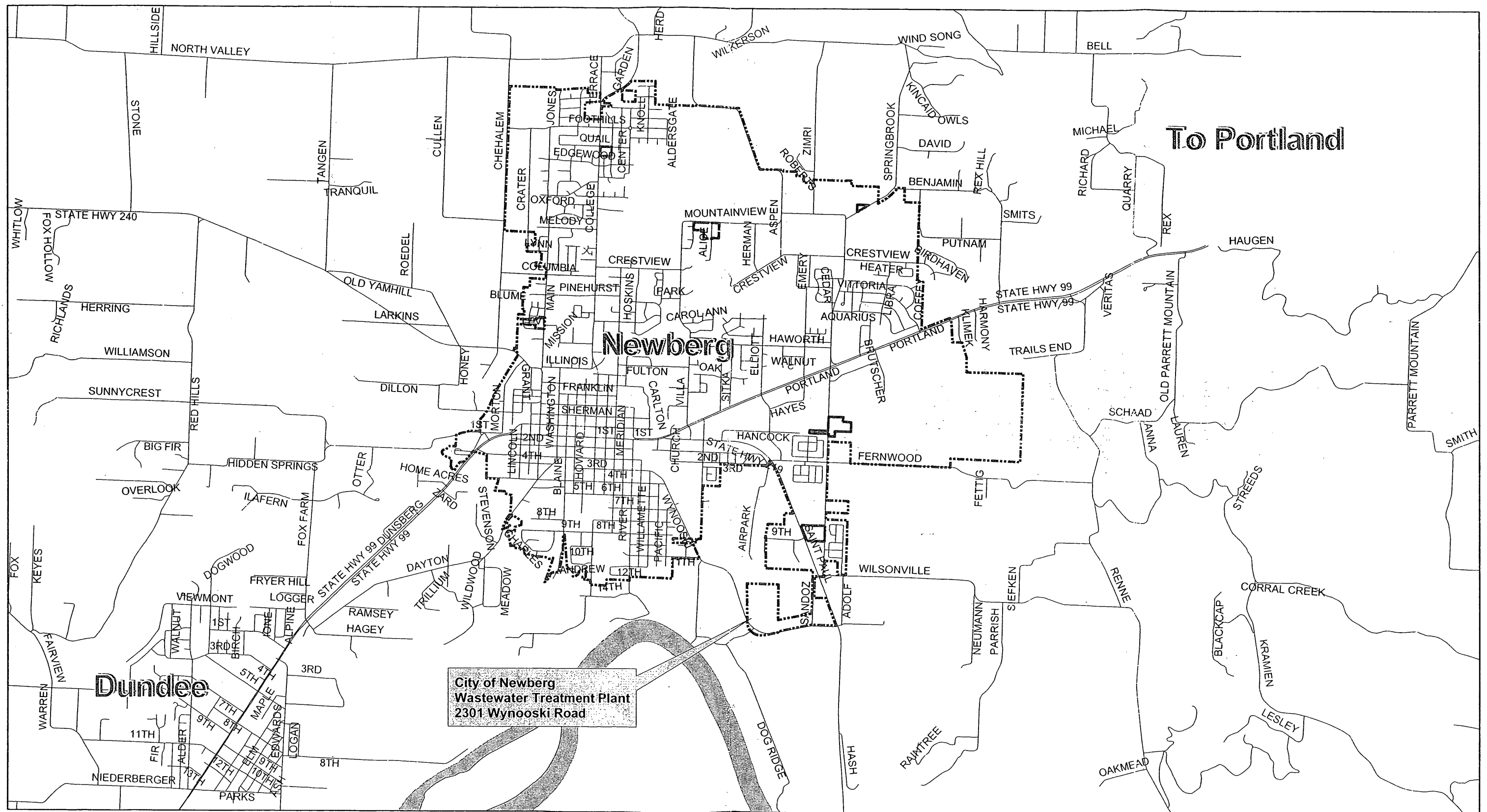
PART 2 – PRODUCTS *(NOT USED)*

PART 3 – EXECUTION *(NOT USED)*

END OF SECTION

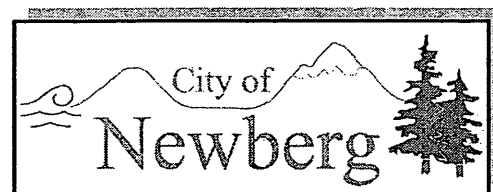
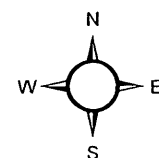
PART 4

DRAWINGS



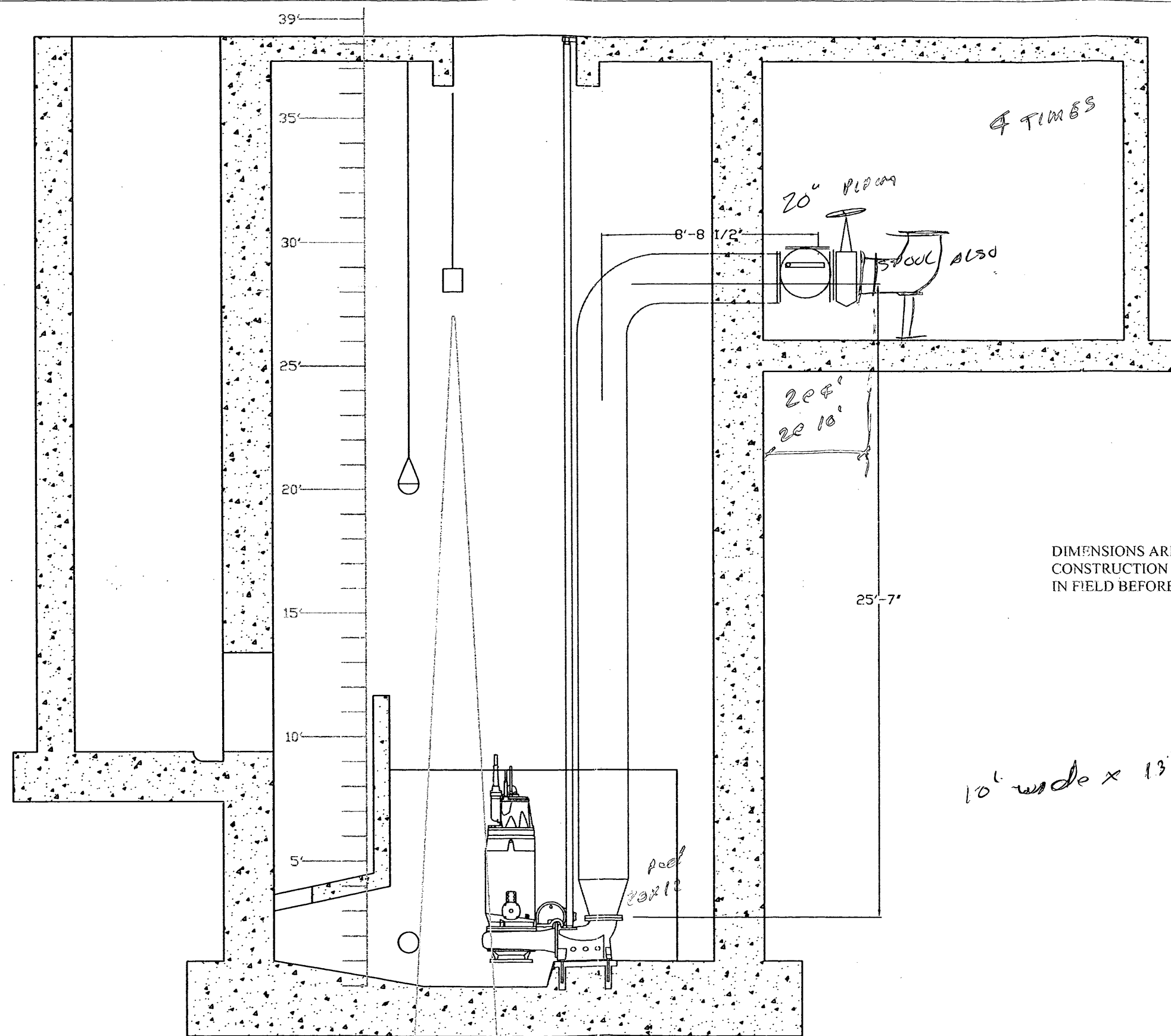
Map created by Jan Wolf 4/03
d:\gis_eng\wwtp\vicinity.mxd

Vicinity Map G-1



Map created by Jan Wolf 4/03
d:\gis_eng\wwtp.mxd

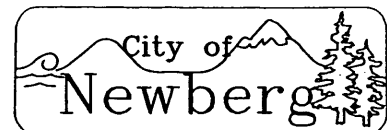
LOCATION MAP G-2



6" Duct
 40' x 16' x 20'
 Galv. w/ supports
 Demo or use 8" dia. well

DIMENSIONS ARE FROM 1987
 CONSTRUCTION PRINTS VERIFY
 IN FIELD BEFORE ORDERING REPLACEMENTS

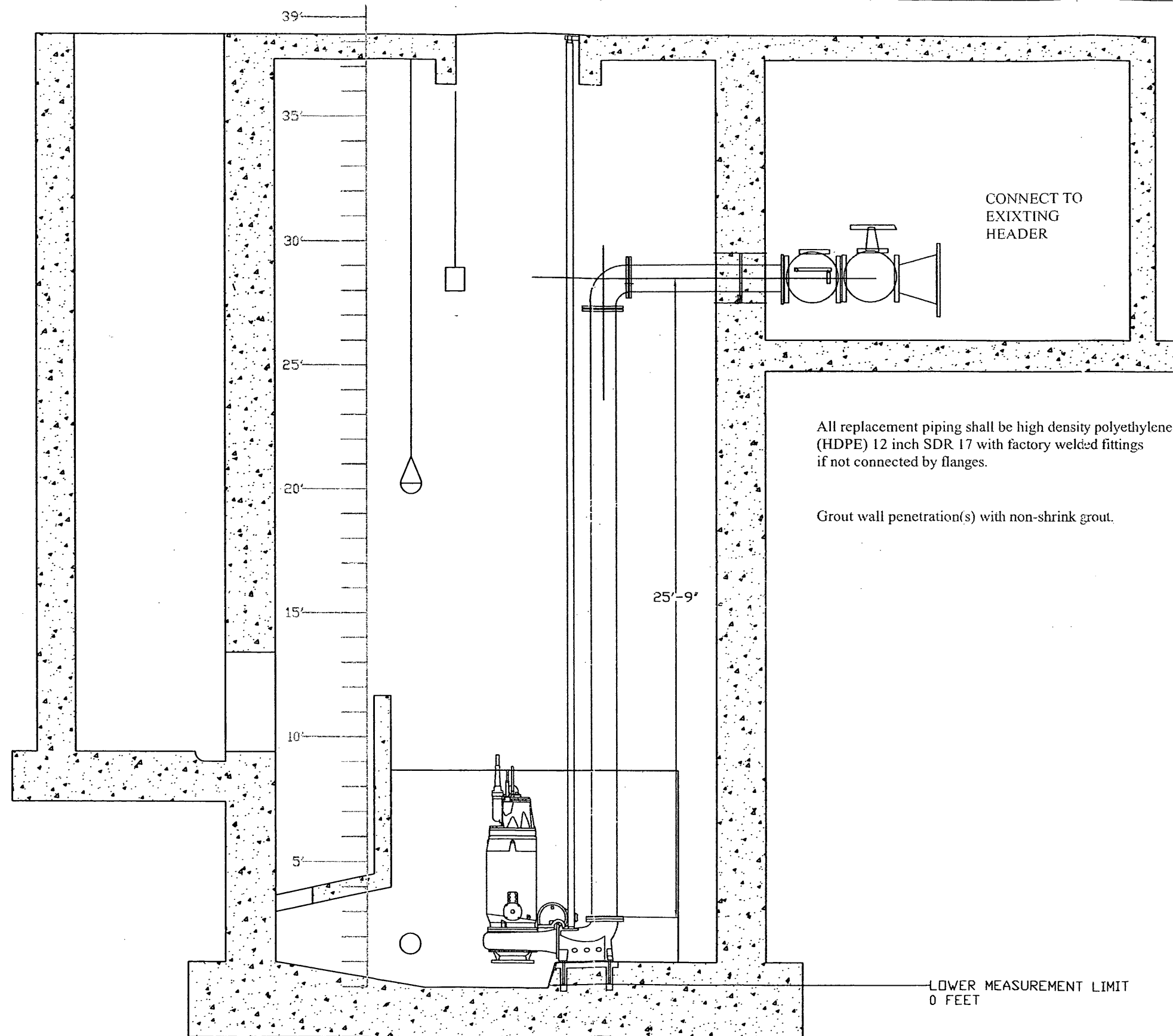
10' wide x 13' long



Drawn by: Bob Simpson
 Date: 6-21-02
 Piping revised 3/03 RB

INFLUENT STATION ELEVATION

M-1



PHILLIPS
RM CATT
RIVER CITY
BOB CHURCH
503-969-7593

40' DOWN

NO CONTRAD SPACE
EQUIPMENT

WE PUT MAN IN
HOLE

2 TRIPS TO PUMP

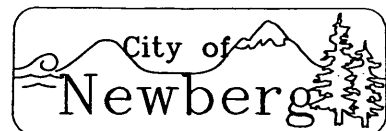
80 MOP GA. DAY

125/HR

~ 4 HRS/

\$40/TON

300 TRUCK
ON DISPOSAL



Drawn by: Bob Simpson
Date: 6-21-02

INFLUENT STATION ELEVATION PROPOSED NEW PIPING

M-2