| | Cont | | | | |
|-------------------------|--------------------------------|-------------------------|--------------------|---------------------------------------|-----------------|
| Marion Cou | <u>nty</u> Cont | ract Review | Sneet | | |
| FINANCE DEPARTM | Public Improver | ment Agreements #: | PW-5302-23 | Amendment #: | P |
| Contact: Nike Neuve | enheim | Department: | Public Works | Department | PW-5302-23 |
| Phone #: (503) 365-3 | 100 | Date Sent: | Wednesday, F | ebruary 22, 2023 | 530 |
| | Contract with Dirt and Agg | regate Interchange | | • | — 2-1 ie -12 |
| Contractor's Name: | Dirt and Aggregate Inter | change, Inc. | | | - ³ |
| Term - Date From: | March 26, 2023 | Expires: | December 31, 202 | 24 | _ |
| Original Contract Ame | ount: \$474,444.00 | Previous An | nendments Amount | : \$0.00 | |
| Current Amendment: | \$0.00 | New Contract Tota | l: \$474,444.00 | Amd% | 0% |
| Incoming Funds | Federal Funds Re | instatement 🗌 Re | troactive A | Amendment greater than | 25% |
| Source Selection Meth | nod: 20-0255 Invitation | to Bid | | | 1278-22 |
| Description of Service | es or Grant Award | | | | |
| , î | with Dirt and Aggregate Inte | erchange, Inc., selecte | d through a formal | Invitation to Bid procur | ement |
| process, for Project: 2 | 023 North Fork (Beachie Cre | | | · · · · · · · · · · · · · · · · · · · | |
| Roads. | | | | | |
| The 2023 North Fork | Guardrail Replacement proje | et is fully funded thro | ugh State funds in | the amount of \$474,444 | and no |
| County match funds. | | | | | |
| | | | | | |
| | | | | | |
| Desired BOC Session | | | BOC Planning | | |
| Files submitted in CM | | Printed packet & | copies due in Fina | nce: <u>3/7/20</u> 2 | 23 |
| BOC Session Presente | r(s) Ryan Crowther | | | | |
| | | FOR FINANCE US | | | |
| Date Finance Received | d: | | Date Legal | Received: | |
| Comments: Y | | | | | |
| | | | | | |
| | | | | | |
| | RE | QUIRED APPROV | ALS | | |
| DocuSigned by: | | | | | |
| Camber Schlag | 3/1/ | 2023 | | | |
| Finance - Contracts | Da | te Contra | ect Specialist | Date | ; |
| | | | | | |
| | | | | | |
| Legal Counsel | Da | | | | |
| U U | Da | te Chief | Administrative Off | icer Date | ; |

| Marion | RION COUNTY BOARD C | | v Form | | |
|--|--|---------------|-------------------|--|------------|
| Meeting date: March 22 | 2, 2023 | | | | |
| Department: Public W | Department: Public Works Agenda Planning Date: 3/2/2023 Time required: 10 Min | | | | |
| Audio/Visual aids | PowerPoint | | | | |
| Contact: Ryan Cro | owther | Phone: | 503-365-3112 | | |
| Department Head Sign | ature: Brian Miliolas 9793BA7ACD6D443 | | | | |
| TITLE | Approval of Contract PW-5302- on Pioneer, Gates Hill, and Nort | | (Beachie Creek) G | uardrail Replaceme | nt Project |
| lssue, Description & Background | Existing guardrail segments along Pioneer, Gates Hill and North Fork Roads were damaged by fire and extreme heat during the September 2020 Beachie Creek / Lionshead Wildfire. In the months following the fire, intact sections of guardrail sustained additional damage due to significant volumes of tree salvage and clearing operations that occurred in the area. Funding approval for work needed to return damaged guardrail to the pre-fire condition has been provided through the Oregon Legislature. House Bill HB5202 allocated additional funds to upgrade wooden guardrail posts with new, more resilient steel posts as well as to construct 1,900 feet of new guardrail near Camp Cascade that did not exist prior to the fire. On January 30, 2023, Marion County received two responsive bids with the low bid submitted by Dirt & Aggregate Interchange, Inc., in the amount of \$474,444. A notice of intent to award was announced on | | | lowing cree o return e. House ient steel rior to oy Dirt & | |
| | February 2, 2023, and became c No protests were received. | | | | |
| Financial Impacts: | State funds will cover 100% of p budgeted capital project in the | | ing funds from Ma | arion County. This is | s a |
| Impacts to Department & External Agencies | · · INODO | | | | |
| Options for Consideration: | Approve the contract for \$474,444 with Dirt & Aggregate Interchange, Inc. Take no action at this time. | | | | |
| Recommendation: | Staff recommends the board choose Option 1 and approve the contract for \$474,444 with Dirt & Aggregate Interchange, Inc., allowing construction to proceed without delay. | | | | |
| List of attachments: | Contract PW-5302-23 | | | | |
| Presenter: | Ryan Crowther | Ryan Crowther | | | |

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)



Copies to:

Nike Neuvenheim, NNeuvenheim@co.marion.or.us

CONSTRUCTION CONTRACT PW-5302-23

This Contract, made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, Dirt and Aggregate Interchange, Inc. hereinafter called the "Contractor" for the Project entitled: Construction of North Fork (Beachie Creek) Guardrail: Misc. Highway Appurtenances, Metal Guardrail, Bridge Rail Transitions.

WITNESSETH

Contractor, in consideration of the sum of <u>\$474,444.00</u> to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

- 1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- 2. Contractor shall 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.
- 3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 4. Contractor shall indemnify, defend, save and hold harmless Marion County and its officers, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County, be indemnified by the Contractor and subcontractor from and against any and all Claims.

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County, nor purport to act as legal representative of the Marion County, without the prior written consent of the County's Legal Counsel. The County may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the County, or the Contractor is not adequately defending the County's interests, or that an important governmental principle is at issue or that it is in the best interests of the County to do so. The County reserves all rights to pursue claims it may have against Contractor if the County elects to assume its own defense.

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the

Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

- 6. In consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
- 7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
- 8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
- 9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
- 10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:
 - a. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Marion County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, Marion County and the Oregon Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:

- 1. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
- 2. Cancellation, termination, or suspension of the Contract, in whole or in part.

11. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

12. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the Parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor," Contractor is free to contract with other parties for the duration of the Contract.

13. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals, the day and year written below.

MARION COUNTY SIGNATURES:

| Chair | Date |
|---------------------------------------|----------|
| Commissioner | Date |
| Commissioner DocuSigned by: | Date |
| Authorized Signature: | 3/2/2023 |
| Department Director or designee | Date |
| Authorized Signature: | |
| Chief Administrative Officer | Date |
| Reviewed by Signature: | |
| Ma al Counsel | Date |
| Reviewed by Signature: Ma | 3/1/2023 |
| Marion County Contracts & Procurement | Date |

DIRT AND AGGREGATE INTERCHANGE, INC. SIGNATURE:

| Company | |
|------------------|--|
| Signature | |
| Name | |
| Title | |
| Address | |
| City, State, Zip | |
| Phone Number | |

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

North Fork (Beachie Creek) Guardrail

Misc. Highway Appurtenances, Metal Guardrail, Bridge Rail Transitions

MARION COUNTY, OREGON

Bid Publication Date: January 23, 2023

Bid Opening: January 30, 2023

MARION COUNTY BID #: PW1278-23

OREGONBUYS BID SOLICITATION #: S-C25102-00005515

ECMS NO. 2023-201 ACCOUNTING PROJECT NO. 105924

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell

Commissioner Commissioner

Colm Willis

Commissioner

Kevin Cameron

Brian Nicholas, Director of Public Works



Electronic copies of this ITB and attachments, if any, can be obtained from the Oregon Buys website <u>https://oregonbuys.gov</u> and search either of the numbers listed above within Bid Solicitations.

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TABLE OF CONTENTS

Page

| UCTION | 1 |
|---|--|
| IEDULE | |
| TIFICATION | 5 |
| ID | 10 |
| RMANCE BOND | 11 |
| AND MATERIALS PAYMENT BOND | 13 |
| ALCOHOL TESTING POLICY CERTIFICATION | 15 |
| IER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIO | NS16 |
| IER SUBCONTRACTOR DISCLOSURE FORM | 17 |
| CONSTRUCTION CONTRACT | |
| _ PROVISIONS | |
| E CREEK GUARDRAIL REPLACEMENT PLAN SET | |
| GS: COVER SHEET PIONEER ROAD GUARDRAIL LAYOUT GATES HILL ROAD GUARDRAIL LAYOUT GATES HILL ROAD LAYOUT 2 NORTH FORK ROAD GUARDRAIL LAYOUT 3A NORTH FORK ROAD GUARDRAIL LAYOUT 3A 2 NORTH FORK ROAD GUARDRAIL LAYOUT 3B NORTH FORK ROAD GUARDRAIL LAYOUT 3B 2 NORTH FORK ROAD GUARDRAIL LAYOUT 3B 3 NORTH FORK ROAD GUARDRAIL LAYOUT 3C POST EMBEDMENT DETAILS | |
| | EDULE TIFICATION D MANCE BOND AND MATERIALS PAYMENT BOND ALCOHOL TESTING POLICY CERTIFICATION ER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTION ER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTION ER SUBCONTRACTOR DISCLOSURE FORM CONSTRUCTION CONTRACT PROVISIONS E CREEK GUARDRAIL REPLACEMENT PLAN SET GS: COVER SHEET PIONEER ROAD GUARDRAIL LAYOUT GATES HILL ROAD GUARDRAIL LAYOUT GATES HILL ROAD GUARDRAIL LAYOUT GATES HILL ROAD GUARDRAIL LAYOUT 3A NORTH FORK ROAD GUARDRAIL LAYOUT 3A NORTH FORK ROAD GUARDRAIL LAYOUT 3B NORTH FORK ROAD GUARDRAIL LAYOUT 3B NORTH FORK ROAD GUARDRAIL LAYOUT 3B 2 NORTH FORK ROAD GUARDRAIL LAYOUT 3B 3 |

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INTRODUCTION

1.1 Description of Work

Construction of metal guardrail, bridge rail transitions, earthwork, and shoulder aggregate on North Fork (Beachie Creek) Guardrail as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time, Place and Methods of Receiving Bids

Submit paper or emailed bids as specified in 00120.45 by 2:00 p.m. on February 1, 2023 (Bid Closing). It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

Paper bids shall be received by Alicia Henry, Contracts Specialist, c/o Receptionist, at Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802. Paper bids will be considered time-stamped and received by the Agency upon receipt by the Receptionist.

Emailed Bids will be considered time-stamped and received by the Agency when they are received at PO_Contracts@co.marion.or.us. Email subject line shall be clearly marked "Attention: Alicia Henry, Contracts Specialist– Bid # [PW1278-23]" and the Bidder must include their name, address and contact information in the body of the email. Emailed bids shall be in PDF format.

Paper and emailed bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, immediately following Bid Closing. Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at <u>https://oregonbuys.gov/bso/</u> under the solicitation number listed above.

1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than August 31, 2023.

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.5 Project Information

Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Alicia Henry

503-373-4320

ahenry@co.marion.or.us

Access to North Fork Road and Gates Hill Road is controlled due to wildfire damage. Please call to request a gate code for access to those locations.

1.6 Bid Surety

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount often percent (10%) of the bid.

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.7 Bid Evaluation

The County will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the County per Section 00120.70 of the General Conditions. The County reserves the right to reject any such bid that is mathematically and materially unbalanced. A mathematically unbalanced bid contains lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the Bidder's overhead costs, other indirect costs, and anticipated profit. A mathematically unbalanced bid is when the Agency determines that an award to the Bidder submitting a mathematically unbalanced bid will not result in the lowest ultimate cost to the Agency.

1.8 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the <u>2021 Oregon Standard</u> <u>Specifications for Construction</u>, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at: <u>https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf</u>.

The General Conditions applicable to the Work on this Project are the <u>General Conditions for Construction for</u> <u>Marion County</u>, Part 00100, available for download on the Marion County website at: <u>https://www.co.marion.or.us/PW/Engineering/Documents/2021 MCPW General Conditions.pdf</u>.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.9 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.10 Contract Expiration Date

Contract [number] expires on 12/31/2024.

1.11 Prevailing Wage Rate Requirements

The Contractor must comply with all of the Oregon Revised Statutes for Public Works Contracts.

The Project is subject to the applicable Oregon prevailing wage rate law (BOLI) and any amendments last published prior to the advertisement date listed on the bid document cover page. It is not subject to the Davis Bacon Act. See detailed requirements in the sample contract.

1.12 Funding

This project is locally funded.

1.13 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))

Drug and Alcohol Testing Policy Certification

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

First-Tier Subcontractor Disclosure Form

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

Marion County Public Works

Beachie Creek Guardrail

BID SCHEDULE CONTRACT NUMBER 2023-201

S-C25102-00005515

PROJECT NUMBER 105475

| PROJECT ITEM | DESCRIPTION | QUANTITY | UNITS | UNIT | PRICE | A₩ | IOUNT |
|-----------------|---|----------|-------------|------|-----------|----|-----------|
| 210.100 | MOBILIZATION | 1.00 | Lump Sum | \$ | 32,777.00 | \$ | 32,777.00 |
| 225.050 | TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC | 1.00 | Lump Sum | \$ | 33,287.00 | \$ | 33,287.00 |
| 225.070 | TEMPORARY SIGNS | 432.00 | Square Feet | \$ | 10.00 | \$ | 4,320.00 |
| 225.490 | FLAGGERS | 1.00 | Lump Sum | \$ | 48,360.00 | \$ | 48,360.00 |
| 280.100 | EROSION CONTROL PLAN | 1.00 | Lump Sum | \$ | 500.00 | \$ | 500.00 |
| 280.322 | SEDIMENT BARRIER, TYPE 3 | 5600.00 | Foot | \$ | 5.00 | \$ | 28,000.00 |
| 290.100 | POLLUTION CONTROL PLAN | 1.00 | Lump Sum | \$ | 500.00 | \$ | 500.00 |
| 305.100 | CONSTRUCTION SURVEY WORK | 1.00 | Lump Sum | \$ | 4,500.00 | \$ | 4,500.00 |
| 310.100 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | 1.00 | Lump Sum | \$ | 26,200.00 | \$ | 26,200.00 |
| 587.500 | STEEL POSTS BOLTED TO BRIDGE | 12.00 | Each | \$ | 825.00 | \$ | 9,900.00 |
| 640.200 | AGGREGATE SHOULDER | 775.00 | Ton | \$ | 80.00 | \$ | 62,000.00 |
| 810.150 | GUARDRAIL ANCHORS, TYPE 1 | 1.00 | Each | \$ | 1,500.00 | \$ | 1,500.00 |
| 810.220 | GUARDRAIL END PIECES, TYPE C | 2.00 | Each | \$ | 225.00 | \$ | 450.00 |
| 810.250 | GUARDRAIL TRANSITION TYPE F CONCRETE RAIL TO GUARDRAIL | 4.00 | Each | \$ | 4,500.00 | \$ | 18,000.00 |
| 810.300 | EXTRA FOR 8' POSTS | 250.00 | Each | \$ | 25.00 | \$ | 6,250.00 |
| 810.302 | EXTRA FOR 11' POSTS | 12.00 | Each | \$ | 100.00 | \$ | 1,200.00 |
| 810.320 | EXTRA FOR POST HOLE IN ROCK | 12.00 | Each | \$ | 200.00 | \$ | 2,400.00 |
| 810.350 | GUARDRAIL TERMINALS NON- FLARED | 3.00 | Each | \$ | 4,000.00 | \$ | 12,000.00 |

| 810.400 | GUARDRAIL TERMINALS FLARED | 2.00 | Each | \$ 4,000.00 | \$ 8,000.00 |
|----------|---------------------------------------|---------|----------|----------------|------------------|
| 810.450 | MIDWEST DOWNSTREAM ANCHOR TERMINAL | 3.00 | Each | \$ 1,500.00 | \$ 4,500.00 |
| 810.500 | GUARDRAIL SYSTEM, MIDWEST | 5500.00 | Foot | \$ 30.00 | \$ 165,000.00 |
| 1030.228 | NATIVE PLANT SEEDING | 1.00 | Lump Sum | \$ 4,800.00 | \$ 4,800.00 |

CONTRACT 2021-403 - TOTAL EXTENSION

\$474,444.00

BID CERTIFICATION

The Honorable Board of County Commissioners Marion County Courthouse Salem, Oregon 97301

Commissioners:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

- A. Noncollusion:
 - The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
 - Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
 - No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
 - This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
 - The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
 - The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.
- B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any
 person for influencing or attempting to influence an employee of any Federal agency, a Member of
 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection
 with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal
 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,
 amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction
 was made or entered into. Submission of this Certification is a prerequisite for making or entering into this
 transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required
 Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for
 each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.
- D. Compliance With Oregon Tax Laws:
 - By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

- E. Employee Drug Testing Program:
 - Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will
 maintain such program for the entire period of this contract. Failure to maintain such program shall
 constitute a material breach of contract.
- F. Nondiscrimination:
 - Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.
- G. Use of Registered Subcontractors:
 - That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.
- H. Incorporation of All Addenda:
 - The Bidder has incorporated into this Bid all Addenda issued for this Project.
 - The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
 - The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
 - By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$10 Mil./each & \$20 Mil/Agg. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$14 Million_.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

The Bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project and has attached proof of prequalification to this Bid.

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1

| Location (city/state) | Nevada County, California (Guardrail Safety Audit Project) | |
|---------------------------|--|--|
| Owners Name | Neveda County Dept. of Public Works | |
| Type of Work | Guardrail, Earthwork, Erosion Control, Traffic Control | |
| % Completed | 100% | |
| Estimated Completion Date | 10/13/2022 | |

Contract #2

| Location (city/state) | Vancouver, Washington (2020 Preservation Guardrail Improvements) |
|---------------------------|--|
| Owners Name | Clark County Dept. of Public Works |
| Type of Work | Guardrail, Earthwork, Erosion Control, Traffic Control |
| % Completed | 100% |
| Estimated Completion Date | 11/2/2021 |

Contract #3

| Location (city/state) | Blue River, Oregon (BAER Holiday Farm Fire Guardrail Repairs) |
|---------------------------|---|
| Owners Name | USDA Forest Service |
| Type of Work | Guardrail, Traffic Control |
| % Completed | 100% |
| Estimated Completion Date | 6/9/2022 |

References - minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

| Reference Name | Kyle Yee |
|------------------------|---|
| Business or Employer | USDA Forest Services |
| Telephone | (541) 750-7120 |
| Project Name/\$ Amount | BAER Holiday Farm Fire Guardrail Repairs - \$410,109.00 |

#2 Project Owner Reference

| Reference Name | Richard Poole |
|------------------------|---------------------------------------|
| Business or Employer | Nevada County Dept. of Public Works |
| Telephone | (530) 265-7104 |
| Project Name/\$ Amount | Guardrail Safety Audit - \$488,972.00 |

#1 Subcontractor Reference

| Reference Name | Antoinette Donnelly |
|------------------------|---|
| Business or Employer | American Traffic & Safety Inc. |
| Telephone | (530) 209-9276 |
| Project Name/\$ Amount | Guardrail Safety Audit - Project total \$488,972.00 / Subcontract total \$62,400.00 |

#2 Subcontractor Reference

| Reference Name | Patience Owenby |
|------------------------|---|
| Business or Employer | Clark County Paving, Inc. |
| Telephone | (360) 773-6886 |
| Project Name/\$ Amount | 2020 Preservation Guardrail Impr Project total \$316,316.00 / Subcontract total \$13,787.00 |

The name of the Bidder who is submitting this Bid Certification is:

| Company: | Dirt and Aggregate Interchange, Inc. | | |
|-----------------|--------------------------------------|--|--|
| , , | (Print or Type) | | |
| Address: | 20905 NE Sandy Blvd. | | |
| | (Print or Type) | | |
| City, State Zip | Fairview, Oregon 97024 | | |
| | (Print or Type) | | |

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Corey Pelfrey - President

Lynnia Woods - Corporate Secretary

30th day of January , 20<u>23</u>. Dated this

Construction Contractor's **Board Registration Number**

26599

Dirt and Aggregate Interchange, Inc.

Firm Name Signature of Bidder

Corey Pelfrey

Print or Type Name

President Title

Telephone No. (503) 661-5093

Email Address: __estimating@dirtagg.com

Print or Type

Tax ID # 93-0659774

Business Organization: (Check one)

| Corporation | Limited Liability Company | Joint Venture |
|-------------|---------------------------|---------------|
| Partnership | Sole Proprietorship | Other |

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that <u>Dirt and Aggregate Interchange, Inc.</u> <u>Travelers Casualty and</u> <u>interviews and Surety Company of America</u>, a Corporation organized and existing under and by virtue of the laws of the state <u>Connecticut</u> duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the 10% Of Total Bid penal sum of <u>Ten Percent of Total Amount Bid</u> Dollars (<u>AAAA</u>), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for <u>North Fork (Beachie Creek)</u> Guardrail - PW1278-23 said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the penal sum as liquidated damages.

Signed and sealed this <u>25th</u> day of <u>January</u>, 2023.

A certified copy of the Agent's Power-of-Attorney must be Attached hereto.

Dirt and Aggregate Interchange, Inc. Principal Bv:

Corey Pelfrey, President Travelers Casualty and Surety Company of America Surety

Bv:

Attorney-in-Fact - Robert W. Lagler (OR Lic #: 58687)





Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Robert W. Lagler of VANCOUVER Washington their true and lawful Attorney(s)-in-Fact to sign, execute, seal and

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

Alexely

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

By

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTARI 000 12.10 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned. Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of January , 2023



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the datails of the bond to which this Power of Attorney is attached. 15

Bond No. <u>107659957</u>

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned <u>Dirt and Aggregate Interchange. Inc.</u> as PRINCIPAL (hereinafter called CONTRACTOR), and <u>Travelers Casually and Surety Company of America</u> a corporation organized and existing under and by virtue of the laws of the state of <u>Connecticut</u> duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of <u>Four Hundred Forty Four Thousand</u> Dollars (\$474.444.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated

____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of North Fork (Beachie Creek) Guardrail: Misc. Highway Appurtenances, Metal Guardrail, Bridge Rail Transitions

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for ______

Addition of item Fort Backle Cred Gaussian
are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the <u>Contract</u> or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the <u>Contract</u> or to the <u>Contract</u> or to the Specifications of the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY, its respective heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this <u>15th</u> day of <u>February</u>, 20<u>23</u>.

| Travelers Ca | sualty and Su | irety Company | of America | Dirt ar | nd Aggregate | e Interchange, I | nc. |
|--|-----------------|----------------------|-----------------|-------------|--------------|------------------|------|
| SURETY | 1 | | | CONTRAC | IOR C | | • |
| By: | Co C | 2 Jay | <u>A</u> | ву: | TI | H | |
| Title: <u>Robert W</u> | /. Lagler (Atto | mey-In-Fact) C | OR Lic #: 58687 | Title: Core | ey Pelfr | rey, Presi | dent |
| 1499 SE Tech Center Place Suite 280 Street Address | | 20905 NE Sandy Blvd. | | | | | |
| Vancouver | | WA | 00000 | Fairview | OR | 97024 | |
| City | State | ZIP | 98683 | City | State | ZIP | |
| | 360-892- | -5840 | | | | 1-5093 | |
| Phone Num | ber | | | Phone Num | iber | | |



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Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casually and Surety Company of America, Travelers Casually and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Robert W. Lagler of VANCOUVER , Washington , their true and tawful Attorney(s)-in-Fact to sign, execute, seal and

VANCOUVER , Washington , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021,



State of Connecticut

City of Harlford ss.

By: ______Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

-1 ***** PUBLIC Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

i, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of February . 2023



Kavin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

LABOR AND MATERIALS PAYMENT BOND (NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned <u>Dirt and Aggregate Interchange, Inc.</u> as PRINCIPAL and <u>Travelers Casually and Surety Company of America</u> a corporation organized and existing under and by virtue of the laws of the state of <u>Connecticut</u>, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated ______, 20___, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: <u>Misc. Highway Appurtenances. Metal Guardrail</u>, Bridge Rail Transitions

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid <u>Contract</u>, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later, subject, however, to the following conditions:

- 1. A claimant is as specified in ORS 279C.600 to 279C.620.
- 2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the <u>Contract</u> or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the <u>Contract</u> or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the <u>contract</u> or to the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not

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exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______ day of February ___, 20<u>23</u>.

| Travelers Casualty and Surety Company of America SURETY By: | Dirt and Aggregate Interchange, Inc. |
|---|--|
| Title: <u>Robert W. Lagler (Attorney-In-Fact) OR Lic #: 58687</u> | Title: Corey Pelfrey, President |
| 1499 SE Tech Center Place Suite 280 Street Address | 20905 NE Sandy Blvd. Street Address |
| <u>Vancouver WA 98683</u> City, State Zip | Fairview OR 97024 |
| 360-892-5840 Phone Number | 503-661-5093 Phone Number |

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Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casuality and Surety Company of America, Travelers Casuality and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Robert W. Lagler VANCOUVER their true and lawful Attorney(s)-In-Fact to sign, Washington execute, seal and

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behall of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Harlford ss.

8v: Ranev Robert L

Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Altorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of February, 2023.



Kavin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880, Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

_____X Yes _____No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Dirt and Aggregate Interchange, Inc.

Name/Title Corey Pelfrey, President

Address 20905 NE Sandy Blvd., Fairview, Oregon 97024

| Signa | ature ARA |
|-------|-----------|
| Date | 1/30/2023 |

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed \$100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it together with the Bid at the time and place designated for receipt of Bids.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it to the same place and to to the same recipient designated in the Invitation to Bid, NOT LATER THAN two (2) working hours after the time Bids are due
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) working hours after the time Bids are due.

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

- 1. Five percent (5%) of the total project Bid or \$15,000, whichever is greater, or
- 2. \$350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name ____ North Fork (Beachie Creek) Guardrail

ECMS Contract # 2023-201

Bid Opening Date January 30, 2023

Name of Bidding Contractor Dirt and Aggregate Interchange, Inc.

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

| Firm Name | Dollar Amount | |
|------------------|---------------|--|
| Category of Work | | |
| | | |
| Firm Name | Dollar Amount | |
| Category of Work | | |
| | | |
| Firm Name | Dollar Amount | |
| Category of Work | | |
| | | |
| Firm Name | Dollar Amount | |
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| Firm Name | Dollar Amount | |
| Category of Work | | |
| | | |
| Firm Name | Dollar Amount | |
| Category of Work | | |
| | | |
| Firm Name | Dollar Amount | |
| Category of Work | | |
| | | |

(Attach additional sheets as necessary)

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Christina E. Stephenson Labor Commissioner Rates Effective January 5, 2023







In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 5[,] 2023.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free, informational seminars and webinars for contractors and public agencies. Contact us at <u>PWR.Email@boli.oregon.gov</u> or (971) 353-2416.

Christina E. Stephenson Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential public works projects in Oregon.

A separate document, <u>Definitions of Covered Occupations for Public Works Contracts in Oregon</u>, provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <u>https://www.oregon.gov/boli</u>, as well as additional information, supporting documents, and forms.

Please contact us at <u>PWR.Email@boli.oregon.gov</u> or (971) 353-2416, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprentice rates







TABLE OF CONTENTS

JANUARY 5, 2023

| Required Postings for Contractors and Subcontractors | |
|--|----|
| Public Works Bonds | 2 |
| Finding the Correct Prevailing Wage Rate | .3 |
| Prevailing Wage Rates by Occupations | _5 |
| List of Ineligible Contractors | 28 |

Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at <u>https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx</u>. 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: <u>www.oregon.gov/BOLI</u>

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon.

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

Every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in an obvious place on the worksite so workers have ready access to the information.

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the worksite.

The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in an obvious place on the work site in the same location as the prevailing wage rates.

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing before beginning work on the project.

Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information.

If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements.

ORS 279C.840(4); OAR 839-025-0033(1). ORS 279C.840(5); OAR 839-025-0033(2). ORS 279C.540(2); OAR 839-025-0034.
PUBLIC WORKS BONDS

Every contractor and subcontractor who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a \$30,000 <u>"PUBLIC WORKS BOND"</u> with the Construction Contractors' Board (CCB). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

The key elements of ORS 279C.830(2) and ORS 279C.836 specify that:

- Specifications for every contract for public works must contain language stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.
- Every contract awarded by a contracting agency must contain language requiring the contractor:
 - To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt; and
 - To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt
- Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond filed with the CCB before starting work on the public works project, unless otherwise exempt.
- Before permitting a subcontractor to start work on a public works project, contractors must first verify their subcontractors either have filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- The PWR bond is to be used exclusively for unpaid wages determined to be due by the Bureau of Labor & Industries.
- The bond is in effect continuously (you do not have to have one per project).
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, womanowned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
 - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

PREVAILING WAGE RATES

FINDING THE CORRECT PREVAILING WAGE RATE

To find the correct rate(s) required on your public works project, you will need:

- the date the project was first advertised for bid
- the county your project is in
- the duties of workers on the job

Generally, the rate you should look for is based on the date the project was first advertised for bid. (See OAR 839-025-0020(8) for information about projects that contract through a CM/GC, or contract manager/general contractor.)

The Labor Commissioner must establish the prevailing rate of wage for each region as defined in law. (See ORS 279C.800.) Each region is comprised of one to five counties. See below instructions on locating the correct prevailing wage rate for your public works project.



To find the correct rate in this rate book:

 Determine the duties that are being performed by each worker. Use the booklet <u>Definitions</u> of <u>Covered Occupations</u> to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at <u>https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx</u>. 2. Find the correct occupation in the "Prevailing Wage Rate for Public Works Contracts" below. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. <u>Watch for possible zone</u> <u>differential, shift differential, and/or hazard pay.</u> If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

Apprentices must be paid consistent with their registered apprenticeship program standard. You can find apprenticeship rates on our website at <u>https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx</u>. You may also contact the agency to confirm the correct apprenticeship rate.

The "Prevailing Wage Rate Laws" handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx.

If you have any questions about any of this information, please contact the Bureau of Labor & Industries at <u>PWR.Email@boli.oregon.gov</u> or (971) 353-2416.

January 5, 2023

Prevailing Wage Rates by Occupations—Table of Contents

Using the booklet, <u>Definitions of Covered Occupations</u>, find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.

| Asbestos Worker/Insulator | . <u>6</u> |
|---|------------|
| Boilermaker | . 6 |
| Bricklayer/Stonemason | |
| Bridge and Highway Carpenter (See Carpenter Group 5) | |
| Carpenter | |
| Cement Mason | . 7 |
| Diver | . 8 |
| Diver Tender | . 8 |
| Dredger | 9 |
| Drywall, Lather, Acoustical Carpenter & Ceiling Installer | 1 0 |
| Drywall, Lather, Acoustical Carpenter & Ceiling Installer Drywall Taper (See Painter & Drywall Taper) | 18 |
| Electrician | 10 |
| Elevator Constructor, Installer and Mechanic | 14 |
| Fence Constructor (Non-Metal) | 14 |
| Fence Erector (Metal) | |
| Flagger (Laborer Group 3) | 15 |
| Glazier | 14 |
| Hazardous Materials Handler | 14 |
| Highway/Parking Striper | 15 |
| Ironworker | 15 |
| Laborer | 15 |
| <u>Ironworker</u> <u>Laborer</u> <u>Landscape Laborer/Technician</u> . <u>Limited Energy Electrician</u> . | 16 |
| Limited Energy Electrician | 16 |
| Line Constructor | 17 |
| Marble Setter | <u>17</u> |
| Millwright Group 1 (See Carpenter Group 3) | . <u>6</u> |
| Painter & Drywall Taper | <u>17</u> |
| Piledriver (See Carpenter Group 6) Plasterer and Stucco Mason Plumber/Pipefitter/Steamfitter Power Equipment Operator Roofer Sheet Metal Worker Set Elear Lever | . 6 |
| Plasterer and Stucco Mason | <u>18</u> |
| Plumber/Pipefitter/Steamfitter | <u>19</u> |
| Power Equipment Operator | <u>20</u> |
| Roofer | <u>22</u> |
| Sheet Metal Worker | <u>23</u> |
| | |
| Sprinkler Fitter | <u>25</u> |
| Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier) | <u>25</u> |
| Sprinkler Fitter <u>Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)</u> <u>Tender to Plasterer and Stucco Mason</u> <u>Testing and Balancing (TAB) Technician</u> <u>Tile Setter/Terrazzo Worker: Hard Tile Setter</u> | <u>25</u> |
| Testing and Balancing (TAB) Technician | <u>26</u> |
| Tile Setter/Terrazzo Worker: Hard Tile Setter | <u>26</u> |
| lie, Terrazzo, and Marble Finisher | 26 |
| Truck Driver | <u> 26</u> |

| DocuSign Envelope ID: CEF5F38E-6EFF-47BD-B77B-31674DB63844 | | |
|--|----------------|------------|
| Occupation and Premium/Differential Pay | Base Rate / Fi | ringe Rate |
| | | |
| ASBESTOS WORKER/INSULATOR | 57.17 | 22.27 |
| Firestop Containment | 42.38 | 16.19 |
| BOILERMAKER | 40.40 | 31.90 |
| BRICKLAYER/STONEMASON | 43.00 | 24.25 |
| This trade is tended by "Tenders to Mason Trades." | | |

Add \$1.00 per hour to base rate for refractory repair work.

CARPENTER

Zone A (Base Rate)

| Group 1 | 44.80 | 19.21 | |
|---------|--------|------------|--|
| Group 2 | 44.97 | 19.21 | |
| Group 3 | 50.24 | 19.21 | |
| Group 4 | Elimiı | Eliminated | |
| Group 5 | 45.40 | 19.21 | |
| Group 6 | 45.74 | 19.21 | |

Zone Differential for Carpenters Add to Zone A Base Rate

| Zone B | 1.25 per hour |
|--------|----------------|
| Zone C | 1.70 per hour |
| Zone D | 2.00 per hour |
| Zone E | 3.00 per hour |
| Zone F | 5.00 per hour |
| Zone G | 10.00 per hour |
| | |

Zone A: Projects located within 30 miles of the respective city hall of the cities

listed. Zone B: More than 30 miles but less than 40 miles.

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

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

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

Zone F: More than 70 miles but less than 100 miles.

Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

| Albany Astoria Baker City Bend | Goldendale Grants Pass Hermiston | Madras Medford Newport Ontario | Roseburg Salem The Dalles Tillamook |
|---|--|---|--|
| Bena | Hood River | Pendleton | Tillamook |
| Brookings | Klamath Falls | | Vancouver |
| Burns | La Grande | Portland | |
| Coos Bay | Lakeview | Port Orford | |
| Eugene | Longview | Reedsport | |

See more Reference Cities for Zone Differential on page 7

CARPENTER (continued)

| Reference Cities for Group | p 3 Carpenters |
|----------------------------|----------------|
|----------------------------|----------------|

| Eugene | Medford | Portland | Vancouver |
|----------|------------|------------|-----------|
| Longview | North Bend | The Dalles | |

Reference Cities for Group 5 and 6 Carpenters

| Bend | Longview | North Bend |
|--------|----------|------------|
| Eugene | Medford | Portland |

Zones for Group 6 Carpenter are determined by the distance between the project site and either

1) The worker's residence; or

2) City Hall of a reference city listed, whichever is closer.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road <u>via</u> Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Group 2, 5 and 6:

Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1 and 3:

When working with toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:

When working with creosote and other toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 6:

When working in sheet pile coffer dams or cells up to the external water level, workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

This trade is tended by "Concrete Laborer."

| Group 1 | 39.97 | 23.00 |
|---------|-------|-------|
| Group 2 | 40.81 | 23.00 |
| Group 3 | 40.81 | 23.00 |
| Group 4 | 41.64 | 23.00 |

Zone Differential for Cement Mason Add to Basic Hourly Rate

| Zone A | 3.00 per hour |
|--------|----------------|
| Zone B | 5.00 per hour |
| Zone C | 10.00 per hour |

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.

Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.

Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below (Page 8).

CEMENT MASON (continued)

Reference Cities for Cement Mason

| Bend | Eugene | Pendleton | Salem | Vancouver |
|-----------|---------|-----------|------------|-----------|
| Corvallis | Medford | Portland | The Dalles | |

When a contractor takes current employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor's place of business and the project.

DIVER & DIVER TENDER

Zone 1 (Base Rate)

| DIVER | 95.32 | 19.21 |
|--------------|-------|-------|
| DIVER TENDER | 51.32 | 19.21 |

- 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 the nearest reference city listed below.

Zone Differential for Diver/Diver Tender

Add to Zone 1 Base Rate

| Zone 2 Zone 3 | 1.25 per hour 1.70 per hour |
|------------------|--------------------------------|
| Zone 3 Zone 4 | 2.00 per hour |
| Zone 5 | 3.00 per hour |
| Zone 6 | 5.00 per hour |

- Zone 7 **10.00** per hour
- Zone 1: Projects located within 30 miles of city hall of the reference cities listed.
- 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.

Reference Cities for Diver/Diver Tender

| Bend | Longview | North Bend |
|--------|----------|------------|
| Eugene | Medford | Portland |

See more information on Zone Pay calculation and Diver Depth/Enclosure Pay on Page 9.

DIVER & DIVER TENDER (continued)

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Diver Depth Pay:

| Depth Below Water Surface (FSW) | Daily Depth Pay |
|---------------------------------|-------------------------------|
| 50-100 ft. | \$2.00 per foot over 50 feet |
| 101-150 ft. | \$3.00 per foot over 100 feet |
| 151-220 ft. | \$4.00 per foot over 150 feet |
| Over 220 ft. | \$5.00 per foot over 220 feet |
| | |

The actual depth in FSW shall be used in determining depth premium.

Diver Enclosure Pay (working without vertical escape):

| Distance Traveled in the Enclosure | Daily Enclosure Pay |
|------------------------------------|--------------------------------------|
| 0 – 25ft. | N/C |
| 25 – 300 ft. | \$1.00 per foot from the entrance |
| 300 – 600 ft. | \$1.50 per foot beginning at 300 ft. |
| Over 600 ft. | \$2.00 per foot beginning at 600 ft. |

DREDGER

| Zone A (Base Rate) | |
|---|-------|
| Leverman (Hydraulic & Clamshell) | 53.94 |
| Assistant Engineer (Watch Engineer, Mechanic Machinist) | 50.78 |
| Tenderman (Boatman Attending Dredge Plant), Fireman | 49.29 |
| Fill Equipment Operator | 48.12 |
| Assistant Mate | 45.42 |

Assistant Mate

Zone Differential for Dredgers Add to Zone A Base Rate

| Zone B | 3.00 per hour |
|--------|---------------|
| Zone C | 6.00 per hour |

Zone mileage based on road miles:

Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland. Zone B: More than 30 miles but not more than 60 miles.

Zone C: Over 60 miles.

16.45

16.45

16.45

16.45

16.45

Occupation and Premium/Differential Pay

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

| 1. DRYWALL INSTALLER | 44.74 | 18.91 |
|---|-------|-------|
| 2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER | 44.74 | 18.91 |

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

| Zone B | 61-80 miles | 6.00 per hour |
|--------|--------------|----------------|
| Zone C | 81-100 miles | 9.00 per hour |
| Zone D | 101 or more | 12.00 per hour |

The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities herein listed.

Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

| Albany | Bend | Grants Pass | Medford | Portland | Seaside |
|---------|-----------|----------------|------------|-----------|------------|
| Astoria | Brookings | Hermiston | Newport | Reedsport | The Dalles |
| Baker | Coquille | Klamath Falls | North Bend | Roseburg | Tillamook |
| Bandon | Eugene | Kelso-Longview | Pendleton | Salem | Vancouver |

Certified welders shall receive 5% over the base wage rate, with an eight (8) hour minimum.

ELECTRICIAN

Area 1 (Region 14)

| Electrician | 43.97 | 19.26 |
|---|-------|-------|
| Lighting Maintenance and Material Handler | 21.55 | 10.30 |
| Reference County | | |

Malheur

Shift Differential*

| 1 st Shift "day" | Between the hours of 8:00am and 4:30pm | 8 hours pay for 8 hours work |
|-----------------------------------|---|---|
| 2 nd Shift "swing" | Between the hours of 4:30pm and 12:30am | 8 hours pay for 8 hours work plus 7.5% for all hours worked |
| 3 rd Shift "graveyard" | Between the hours of 12:30am and 8:00am | 8 hours pay for 8 hours work plus 15% for all hours worked. |

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

See more information on Premium Pay on Page 11.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

| 50 – 90 feet to the ground | Add 1 ½ x the base rate |
|----------------------------|-------------------------|
| 90+ feet to the ground | Add 2 x the base rate |

Pursuant to ORS 279C.815(2)(b), the Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Electrician Areas 1 and 6.

Area 2 (Regions 12 and 13)

| Electrician | 51.75 | 24.18 |
|-----------------------------------|----------------|----------------|
| Cable Splicer Certified Welder | 54.34 56.93 | 24.26 24.34 |
| Material Handler | 31.05 | 13.06 |

Reference Counties

| Baker | Grant | Umatilla | Wallowa |
|---------|--------|----------|---------|
| Gilliam | Morrow | Union | Wheeler |

Add 50% of the base rate when workers are required to work under the following conditions:

1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.

2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3 (Regions 4, 5, 6 and 7)

| | 48.58 23.20 |
|---|---|
| | |
| rry Douglas | |
| Lincoln – See Area 4 | |
| | |
| Between the hours of 8:00am and 4:30pm | 8 hours pay for 8 hours work |
| Between the hours of 4:30pm and 1:00am | 8 hours pay for 8 hours work plus 17% for all hours worked |
| Between the hours of 12:30am and 9:00am | 8 hours pay for 8 hours work plus 31% for all hours worked. |
| | Lincoln – See Area 4 Between the hours of 8:00am and 4:30pm Between the hours of 4:30pm and 1:00am |

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

See more information on Premium Pay on Page 12.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

| 50 – 75 feet to the ground | Add 1 ½ x the base rate |
|----------------------------|-------------------------|
| 75+ feet to the ground | Add 2 x the base rate |

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, midrails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 4 (Regions 3, 4, 5, and 10)

| Electrician Cable Splicer Lighting Mainter | nance/Material I | Handler | | | 51.67 56.84 24.29 | 20.58 20.74 10.38 |
|--|------------------------|-------------------------------|----------|---------------------------------------|-------------------------|-------------------------|
| Reference Cour | nties for Area 4 | | | | | |
| Benton Crook | Deschutes Jefferson | Lane Linn | Lincoln | | | |
| Marion – See A | rea 5 rate | Polk – See Area 5 rate | Yamh | nill – See Area 5 rate | | |
| Shift Differential* | | | | | | |
| 1 st Shift "day" | Betwee | en the hours of 8:00am and | 4:30pm | 8 hours pay for 8 hours wo | ork | |
| 2 nd Shift "swing | j" Betwee | en the hours of 4:30pm and | 1:00am | 8 hours pay for 8 hours wo worked | ork plus 17% fo | or all hours |
| 3 rd Shift "grave | yard" Betwee | en the hours of 12:30am and | d 9:00am | 8 hours pay for 8 hours wo worked. | ork plus 31.4% | for all hours |

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Area 5 (Regions 1, 2, 3 and 9)

| Electrician | 57.35 | 28.94 |
|---------------------------------------|-------|-------|
| Electrical Welder | 63.09 | 29.11 |
| Material Handler/Lighting Maintenance | 32.69 | 19.45 |

Reference Counties

| Clackamas | Hood River | Polk | Wasco |
|-----------|------------|-----------|------------|
| Clatsop | Marion | Sherman | Washington |
| Columbia | Multnomah | Tillamook | Yamhill |

See more information on Shift Differentials and Zone Pay on Page 13.

Shift Differential*

| 1 st Shift "day" | Between the hours of 7:00am and 5:30pm | 8 hours pay for 8 hours work |
|-----------------------------------|--|---|
| 2 nd Shift "swing" | Between the hours of 4:30pm and 3:00am | 8 hours pay for 8 hours work plus 17.3% for all hours worked |
| 3 rd Shift "graveyard" | Between the hours of 12:30am and 11:00am | 8 hours pay for 8 hours work plus 31.4% for all hours worked. |

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Zone Pay for Area 5 – **Electrician and Electrical Welder** Add to Basic Hourly Rate

Zone mileage based on air miles:Zone 131-50 milesZone 251-70 milesZone 371-90 milesZone 4Beyond 909.00 per hour

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 (Regions 6, 8, 11 and 14)

| Electrician | 43.97 | 19.26 |
|---|-------|-------|
| Lighting Maintenance and Material Handler | 21.55 | 10.30 |

Reference Counties

| Harney | Josephine | Lake |
|---------|-----------|---------|
| Jackson | Klamath | Malheur |

Douglas - See Area 3 rate

Shift Differential

| 1 st Shift "day" | Between the hours of 8:00am and 4:30pm | 8 hours pay for 8 hours work |
|-----------------------------------|---|---|
| 2 nd Shift "swing" | Between the hours of 4:30pm and 1:00am | 8 hours pay for 8 hours work plus 7.5% for all hours worked |
| 3 rd Shift "graveyard" | Between the hours of 12:30am and 9:00am | 8 hours pay for 8 hours work plus 15% for all hours worked. |

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

| 50 – 90 feet to the ground | Add 1 $\frac{1}{2}$ x the base rate |
|----------------------------|-------------------------------------|
| 90+ feet to the ground | Add 2 x the base rate |

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

| Area 1 (Regions | s 12 and 13) | | | | |
|--|---|---|--|--|-------|
| Mechanic | | | | 62.25 | 42.32 |
| Reference Count | | | | | |
| Baker | Union | Wallowa | | | |
| Umatilla – See . | Area 2 rate | | | | |
| Area 2 (Regions | s 1, 2, 3, 4, 5, 6, 7, 8 | , 9, 10, 11, 12, and 14) | | | |
| Mechanic | | | | 62.51 | 42.34 |
| Reference Count | ties | | | | |
| Benton Clackamas Clatsop Columbia Coos Crook Curry | Douglas Gilliam Grant Harney Hood River Jackson Jefferson | Klamath Lake Lane Lincoln Linn Malheur Marion | Multnomah Polk Sherman Tillamook Umatilla Wasco Washington | Deschutes Josephine Morrow Wheeler Yamhill | |
| FENCE CONSTI | RUCTOR (NON-ME | TAL) | | 34.98 | 16.55 |
| FENCE ERECTO | OR (METAL) | | | 34.98 | 16.55 |
| GLAZIER | | | | 45.82 | 25.40 |

Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

Add twenty percent (20%) to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.

Certified welders shall receive twenty percent (20%) above the base rate for actual time spent performing welding duties.

HAZARDOUS MATERIALS HANDLER

29.03 15.18

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Base Rate / Fringe Rate

| Shift Differ | 7 <mark>/PARKING STRIPER</mark> <u>ential</u> /hour to base rate for shifts that start between 3:00pm and 4:00am. | 38.18 | 15.08 |
|----------------------------|--|-------|-------|
| IRONWOF | KER | | |
| <u>Zone 1 (Ba</u> | ase Rate): | 42.27 | 32.53 |
| | rential for Ironworker sic Hourly Rate | | |
| Zone 2 Zone 3 Zone 4 | 6.88 /hr. or \$55.00 maximum per day 10.00 /hr. or \$80.00 maximum per day 12.50 /hr. or \$100.00 maximum per day | | |
| Zone 1: Pr | ojects located within 45 miles of city hall in the reference cities listed below. | | |

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below. Zone 2: More than 46 miles, but less than 60 miles. Zone 3: More than 61 miles, but less than 100 miles. Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford Portland

LABORER

Zone A (Base Rate):

| Group 1 | 34.98 | 16.55 |
|-----------------------------|-------|-------|
| Group 2 | 36.25 | 16.55 |
| Group 3 (Flagger) | 30.38 | 16.55 |
| Group 4 (Landscape Laborer) | 24.17 | 16.55 |
| | | |

Zone Differential for Laborers Add to Zone A Base Rate

| Zone B | .85 per hour |
|--------|---------------------|
| Zone C | 1.25 per hour |
| Zone D | 2.00 per hour |
| Zone E | 4.00 per hour |
| Zone F | 5.00 per hour |

Zone A: Projects located within 30 miles of city hall in the reference cities listed. Zone B: More than 30 miles but less than 40 miles. Zone C:More than 40 miles but less than 50 miles. Zone D:More than 50 miles but less than 80 miles. Zone E: More than 80 miles but less than 100 miles. Zone F: More than 100 miles.

See Reference Cities for Zone Differentials on Page 16.

LABORER (continued)

Reference Cities for Laborer

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

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

| LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4) | | 16.55 |
|---|-----------------|-------|
| LIMITED ENERGY ELECTRICIAN | | |
| Area 1 (Region 14) | 33.76 | 17.24 |
| Reference County | | |
| Malheur | | |
| Pursuant to ORS 279C.815(2)(b), the Limited Energy Electrician Area 6 rate is the highest rate collective bargaining agreements for Limited Energy Electrician Areas 1 and 6. | e of wage among | the |
| Area 2 (Regions 12 and 13) | 34.51 | 16.04 |
| Reference Counties | | |
| Baker Grant Umatilla Wallowa Gilliam Morrow Union Wheeler | | |
| <u>Area 3 (Regions 4, 5, 6 and 7)</u> | 38.86 | 20.81 |
| Reference Counties | | |
| Benton Curry Lane Linn Coos Douglas Lincoln | | |
| Area 4 (Regions 3, 4, 5 and 10) | 38.44 | 17.62 |
| Reference Counties | | |
| Deschutes Jefferson Crook | | |
| Benton - See Area 3 rateLinn - See Area 3 ratePolk - See Area 5 rateLane - See Area 3 rateMarion - See Area 5 rateYamhill - See Area 5 rate | | |

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| LIMITED ENER | GY ELECTRICIAN (co | ontinued) | | | |
|----------------------------------|-----------------------------------|------------------------------|--------------------------------|-------------------------|-------------------------|
| Area 5 (Region | <u>s 1, 2, 3 and 9)</u> | | | 47.66 | 22.97 |
| Reference Cour | nties | | | | |
| Clackamas Clatsop Columbia | Hood River Marion Multnomah | Polk Sherman Tillamook | Wasco Washington Yamhill | | |
| Area 6 (Region | <u>s 6, 8, 11 and 14)</u> | | | 33.76 | 17.24 |
| Reference Cour | <u>nties</u> | | | | |
| Harney Jackson | Josephine Klamath | Lake Malheur | | | |
| Douglas – Se | e Area 3 rate | | | | |
| LINE CONSTRU | ICTOR | | | | |
| <u>Area 1 (All Regi</u> | ions) | | | | |
| Group 1 Group 2 Group 3 | | | | 64.58 57.66 35.58 | 24.31 23.99 15.44 |
| Group 4 | | | | 49.59 | 20.43 |
| Group 5 Group 6 | | | | 43.25 35.75 | 17.50 17.16 |
| · · _ | | | | | |

| Gloup 5 | 43.25 | 17.50 |
|---------|-------|-------|
| Group 6 | 35.75 | 17.16 |
| Group 7 | 20.71 | 12.56 |

Reference Counties

All counties

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

| MARBLE SETTER | 44.00 | 24.25 |
|---|-------|-------|
| This trade is tendered by "Tile, Terrazzo, & Marble Finishers." | | |
| Add \$1.00 per hour to base rate for refractory repair work. | | |
| | | |
| PAINTER & DRYWALL TAPER | | |
| COMMERCIAL PAINTING | 30.72 | 14.18 |
| INDUSTRIAL PAINTING | 32.52 | 14.18 |
| BRIDGE PAINTING | 38.19 | 14.18 |
| | | |

Shift Differential for Painter

Add \$2.00/hour to base rate for entire shift if any hours are worked outside of 5:00 a.m. to 5:00 p.m.

DRYWALL TAPER

| Zone A (Base Rate | | | | 42.52 | 19.13 |
|---|--|---|--|---|-------|
| Zone Differential for Taper Add to Zone / | | | | | |
| Zone C 9.0 | 0 per hour 0 per hour 00 per hour | | | | |
| Dispatch Cities for D | Drywall Taper | | | | |
| Albany Bend Astoria Broc Baker Coq Bandon Euge | kings Hermiston uille Klamath Falls | Medford Newport North Bend Pendleton | Portland Reedsport Roseburg Salem | Seaside The Dalles Tillamook Vancouver | |
| Zone B: Projects lo Zone C: Projects lo | cated less than 61 miles of the cated 61 miles to 80 miles. cated 81 miles to 100 miles. cated 101 miles or more. | e respective city hall | of the dispatch cit | ies listed. | |
| Note: Zone pay is b | ased on AAA Road Mileage. | | | | |
| PLASTERER AND | STUCCO MASON | | | | |
| This trade is tended | by "Tenders to Plasterers." | | | | |
| <u>Zone A (Base Rate)</u> | | | | 41.16 | 19.23 |
| Zone Differential for Add to Zone A Base | Plasterer and Stucco Mason Rate | | | | |
| Zana D C C | | | | | |

Zone B 6.00 per hour

Zone C 9.00 per hour

Zone D **12.00** per hour

Zone A: Projects located less than 61 miles of the respective city hall of the reference cities listed below.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

| Bend | Eugene | Medford | Portland | Seaside |
|----------|-----------|---------|----------|------------|
| Coos Bay | La Grande | Newport | Salem | The Dalles |

Add \$1.00 to base rate for swinging scaffold work.

Add \$2.00 to base rate for nozzle technicians on plastering machines.

Base Rate / Fringe Rate

34.00

54.00

50.68

17.07

34.11

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 (Regions 13 and 14)

Reference Counties

Harney Malheur

Baker - See Area 2 rates

Zone Differential for Area 1

Add to Base Rate

| Zone 1 | 2.50 per hour |
|--------|---------------|
| Zone 2 | 3.50 per hour |
| Zone 3 | 5.00 per hour |

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.

Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.

Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

Add \$2.21 to base 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 for 2 hours or more.

Area 2 (Regions 12 and 13)

| Reference Counties |
|--------------------|
|--------------------|

| Baker | Grant | Umatilla | Wallowa |
|---------|--------|----------|---------|
| Gilliam | Morrow | Union | Wheeler |

Zone Differential for Area 2 Add to Base Rate

Zone 2 10.62/hr. not to exceed \$80.00 day.

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

Zone mileage based on road miles:

Add \$1.00 to base rate in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.

Add \$1.00 to base rate in one-hour minimum increments if worker is required to wear a mask in hazardous areas.

Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)

Deschutes

Hood River

Douglas

Jackson

Jefferson

Klamath

Josephine

Reference Counties

| Benton | |
|-----------|--|
| Clackamas | |
| Clatsop | |
| Columbia | |
| Coos | |
| Crook | |
| Curry | |
| | |

Gilliam – See Area 2 rate Wheeler – See Area 2 rate

Lane Lincoln Linn Marion Multnomah Polk

Lake

Sherman Tillamook Wasco Washington Yamhill 35.00

POWER EQUIPMENT OPERATOR

| Zone 1 (Base Rate) | | |
|--------------------|-------|-------|
| Group 1 | 54.13 | 18.15 |
| Group 1A | 56.29 | 18.15 |
| Group 1B | 58.45 | 18.15 |
| Group 2 | 52.22 | 18.15 |
| Group 3 | 51.07 | 18.15 |
| Group 4 | 47.74 | 18.15 |
| Group 5 | 46.50 | 18.15 |
| Group 6 | 43.28 | 18.15 |

POWER EQUIPMENT OPERATOR MAP



Zone Pay Differential for Power Equipment Operator Add to Zone 1 Base Rate

 Zone 2
 3.00 per hour

 Zone 3
 6.00 per hour

For projects in the following metropolitan counties:

Clackamas Marion Washington Columbia Multnomah Yamhill

POWER EQUIPMENT OPERATOR (continued)

- (A) All jobs or projects located in Multhomah, 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.

Reference cities for projects in all remaining counties:

| Albany | Coos Bay | Grants Pass | Medford |
|--------|----------|---------------|----------|
| Bend | Eugene | Klamath Falls | 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.
- (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.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

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 (971) 353-2416.

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

See more information on Shift Differentials on Page 22.

POWER EQUIPMENT OPERATOR (continued)

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

ROOFER

| <u>Area 1 (Regions 1, 1</u> | <u>2, 9, 10, 12 and 13)</u> | | | 38.78 | 20.48 | | |
|--|--|---|--|-------|-------|--|--|
| Reference Counties | Reference Counties | | | | | | |
| Baker Clackamas Clatsop Columbia Crook | Deschutes Gilliam Grant Hood River Jefferson | Morrow Multnomah Sherman Tillamook Umatilla | Union Wasco Wallowa Washington Wheeler | | | | |
| Add 10% to the base | e rate for handling coa | al tar pitch or coal ta | ar-based materials. | | | | |
| Add 10% to the base | e rate for handling fibe | erglass insulation. | | | | | |
| Area 2 (Regions 3, | 4, 5, 6, 7, 8, 10, 11 ar | <u>nd 14)</u> | | 32.55 | 18.65 | | |
| Reference Counties | | | | | | | |
| Benton Coos Curry Douglas | Harney Jackson Josephine Klamath | Lake Lane Lincoln Linn | Malheur Marion Polk Yamhill | | | | |
| Crook – See Area 1 | rates Deschute | es – See Area 1 ra t | tes | | | | |
| Add \$2.00 to the bas | e rate for handling co | al tar products. | | | | | |
| Add \$1.50 to the bas | e rate for handling fib | erglass insulation. | | | | | |
| Area 4 (Regions 12 and 13) 38.78 20.48 | | | | | | | |
| Reference Counties | | | | | | | |
| Umatilla | Union | Wallow | а | | | | |
| Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5. | | | | | | | |

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

| ROOFER (Continue | d) | | | | |
|---|--|---|---|----------------|----------------|
| <u>Area 5 (Region 12)</u> | | | | 38.78 | 20.48 |
| Reference County | | | | | |
| Morrow | | | | | |
| Pursuant to ORS 27 agreements for Roo | | | s the highest rate of wage among the | collective bar | gaining |
| Add 10% to the base | e rate for handling o | oal tar pitch or coa | l tar-based materials. | | |
| Add 10% to the bas | e rate for handling f | iberglass insulatior | 1. | | |
| SHEET METAL WO | | | | 45.80 | 25.46 |
| Area 1 (Regions 1, | | | | 45.00 | 23.40 |
| Reference Counties | | | | | |
| Benton Clackamas Clatsop Columbia Gilliam | Grant Hood River Lincoln Linn Marion | Morrow Multnomah Polk Sherman Tillamook | Umatilla Wasco Washington Wheeler Yamhill | | |
| Add \$1.00 to base ra | ate for work perform | ned on any swingin | g platform, swinging chair or swinging | ladder. | |
| Add \$1.00 to base r | ate for work where | a worker is expose | d to resins, chemicals or acid. | | |
| | | | | | |
| Area 2 (Regions 13 | <u>8 and 14)</u> | | | | |
| Reference Counties | | | | | |
| Baker – See Area 3 | rate Malheur - | - See Area 6 rate | | | |
| Area 3 (Regions 12 | 2 and 13) | | | 44.09 | 25.28 |
| Reference Counties | | | | | |
| Baker Unio | on Walld | owa | | | |
| Morrow – See Area | 1 rate Umatil | la – <mark>See Area 1 rat</mark> | e | | |
| Add \$.45 to base ra feet above the grou | | ed on any swinging | stage, swinging scaffold or boson ch | air in excess | of thirty (30) |

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

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Base Rate / Fringe Rate

| SHEET METAL WORKER (continued) | | | | | |
|---|---------------------------|------------------------|----------------------------------|--------------|-------|
| Area 4 (Regions | s 5 and 6) | | | 37.78 | 22.72 |
| Reference Count | lies | | | | |
| Douglas | Lane | | | | |
| Add \$1.00 to bas | e rate for work perforn | ned on any swinging p | latform, swinging chair or swing | ging ladder. | |
| Add \$1.00 to bas | e rate for work where | a worker is exposed to | resins, chemicals or acid. | | |
| Area 5 (Region | <u>7)</u> | | | 38.14 | 23.76 |
| Reference Count | ties | | | | |
| Coos | Curry | | | | |
| Add \$1.00 to bas | se rate for work perforr | ned on any swinging p | latform, swinging chair or swin | ging ladder. | |
| Add \$1.00 to bas | se rate for work where | a worker is exposed to | o resins, chemicals or acid. | | |
| Area 6 (Pagiona | 7 9 11 and 14) | | | 32.12 | 21.39 |
| | 5 7, 8, 11 and 14) | | | 32.12 | 21.39 |
| Reference Count | lies | | | | |
| Harney Jackson | Josephine Klamath | Lake Malheur | | | |
| Curry – See Area | a 5 rate | | | | |
| Add \$1.00 to bas | e rate for work perforr | ned on any swinging p | latform, swinging chair or swin | ging ladder. | |
| Add \$1.00 to bas | se rate for work where | a worker is exposed to | o resins, chemicals or acid. | | |
| Area 7 (Region | 10) | | | 35.36 | 21.31 |
| | | | | 55.50 | 21.31 |
| Reference Count | lles | | | | |
| Crook | Deschutes | Jefferson | | | |
| Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder. | | | | | |
| Add \$1.00 to bas | e rate for work where | a worker is exposed to | resins, chemicals or acid. | | |
| | | | | | |
| | | | | 07.00 | 40.45 |

37.23 18.17

SPRINKLER FITTER

Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)

| <u>Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)</u> | | | | | | 25.84 | |
|---|--|---|--------------------------------------|--|-------|-------|--|
| Reference Counties | | | | | | | |
| Benton Clackamas Clatsop Columbia Coos Crook Curry Deschutes <u>Area 2 (Regions</u> Reference Count | | Klamath Lake Lane Lincoln Linn Malheur Marion Morrow | Pc Sh Til Ur W W W | ultnomah lik lerman lamook natilla asco ashington neeler limhill | 37.81 | 25.84 | |
| Baker | Union | Wall | owa | | | | |
| | BakerOrionWallowaGilliam – See Area 1 rateMalheur – See Area 1 rateUmatilla – See Area 1 rateGrant – See Area 1 rateMorrow – See Area 1 rateUmatilla – See Area 1 rate | | | | | | |
| TENDER TO MA | SON TRADES | (Brick and Stonema | ason, Mortar N | lixer, Hod Carrier) | 38.79 | 16.55 | |
| Add \$0.50 to bas | e rate for refrac | ctory repair work. | | | | | |
| TENDER TO PL | ASTERER ANI | D STUCCO MASON | | | | | |
| Zone A (Base Ra | <u>te)</u> | | | | 37.62 | 16.55 | |
| Zone Differential Add to Zone A Ba | | lasterer and Stucco I | <u>Mason</u> | | | | |
| Zone C 9.0 | Zone C 9.00 per hour | | | | | | |
| Zone A: Projects located within 60 miles of city hall in the reference cities listed. Zone B: More than 61 miles but less than 80 miles. Zone C:More than 81 miles but less than 100 miles. Zone D:More than 101 miles | | | | | | | |
| Reference Cities | | | | | | | |
| Bend Coos Bay | Eugene La Grande | Medford Newport | Portland Salem | Seaside The Dalles | | | |

Add \$0.50 to base rate for refractory repair work.

TESTING AND BALANCING (TAB) TECHNICIAN

For work performed under the <u>Sheet Metal</u> classification, including Air-Handling Equipment, Ductwork

See SHEET METAL WORKER RATE

For work performed under the Plumber/Pipefitter/Steamfitter classification, including Water Distribution Systems

See <u>PLUMBER/PIPEFITTER/STEAMFITTER RATE</u>

| TILE SETTER/TERRAZZO WORKER: Hard Tile Setter | 37.65 | 20.83 |
|--|----------------|----------------|
| This trade is tended by "Tile, Terrazzo, & Marble Finisher." | | |
| Add \$1.00 when performing terrazzo work. | | |
| Add \$1.00 when working with epoxy, furnane, or alkor acetylene. | | |
| | | |
| TILE, TERRAZZO, AND MARBLE FINISHER | | |
| 1. TILE, TERRAZZO FINISHER | 28.29 | 15.30 |
| Add \$1.00 when performing terrazzo work. | | |
| Add \$1.00 when working with epoxy, furnane, or alkor acetylene. | | |
| 2. BRICK & MARBLE FINISHER | 28.29 | 15.43 |
| Add \$1.00 per hour to base rate for refractory repair work. | 20.23 | 10.40 |
| | | |
| TRUCK DRIVER | | |
| Zone A (Base Rate) | | |
| Group 1 | 30.09 | 16.73 |
| Group 2 | 30.23 | 16.73 |
| Group 3 | 30.37 | 16.73 16.73 |
| Group 4 Group 5 | 30.67 30.91 | 16.73 |
| Group 6 | 31.10 | 16.73 |
| Group 7 | 31.32 | 16.73 |
| Zone differential for Truck Drivers | | |
| Add to Zone A Base Rate | | |

Zone B.65 per hourZone C1.15 per hourZone D1.70 per hour

Zone E 2.75 per hour

See more information on Zone Differentials on Page 27.

TRUCK DRIVER (Continued)

Zone A: Projects within 30 miles of the cities listed. Zone B: More than 30 miles but less than 40 miles. Zone C: More than 40 miles but less than 50 miles. Zone D: More than 50 miles but less than 80 miles. Zone E: More than 80 miles.

Reference Cities

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

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, <u>as well as</u> 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. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <u>https://www.oregon.gov/boli/employers/Pages/pwrineligible-contractors.aspx</u>.

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 in Portland at (971) 353-2416.

| 1. | CONTRACTOR NAME A1 Dumptruck Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684 | DATE PLACED February 24, 2020 | REMOVAL DATE February 23, 2027 |
|----|---|----------------------------------|--|
| 2. | Advanced Flagging & Pilot Car Inc. 16400 NE Las Brisas Ct., Apt. 43 Portland, OR 97230 650 NE Holladay St. Portland, OR 97232 16400 NE Las Brisas Ct. Portland, OR 97230 | February 5, 2021 | February 4, 2024 |
| 3. | Barker, Michael 32966 Tennessee Road Lebanon, OR 97355 | January 5, 2021 | January 4, 2024 |
| 4. | Bell-Eddy, Kimberly 8535 Woodard Ave. SE Salem, OR 97317 | January 12, 2016 | January 11, 2023 |
| 5. | Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452 | May 25, 2000 | Not to be Removed |
| 6. | Canell's Flagging LLC 731 N Hayden Meadows Dr., Ste 107 Portland, OR 97217 | November 24, 2020 | November 23, 2023 |
| 7. | Canell, Angela 2416 NE 11 th Avenue Portland, OR 97212 529 SE Grand #307 Portland, OR 97214 | November 24, 2020 | November 23, 2023 |
| 8. | CJ Construction, Inc. 2969 Ferguson St NW Salem, OR 97304 846 55 th Ave. Salem, OR 97304 | December 11, 2020 | November 6, 2023 |

| 9. | CONTRACTOR NAME Covington, Timothy aka Tim York 16055 NE Stanton St. Portland, OR 97230 2933 NE 11 th Ave. Portland, OR 97212 12231 NE Stanton St. Portland, OR 97230 | DATE PLACED April 13, 2021 | <u>REMOVAL DATE</u> April 12, 2024 |
|-----|--|-------------------------------|---------------------------------------|
| 10. | Diversified Masonry LLC PO Box 144 Ranchester, WY 82839 | January 5, 2021 | January 4, 2024 |
| 11. | Friedman, Jennifer 2526 Ellen Lane NW Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 4400 Salem-Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304 | December 11, 2020 | October 10, 2023 |
| 12. | Friedman, Scott 2969 Ferguson St NW Salem, OR 97304 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304 | December 11, 2020 | October 10, 2023 |
| 13. | Graeme, Eugene 169 SE Cody Lane Madras, OR 97741 | July 3, 2017 | July 2, 2027 |
| 14. | Green Thumb Landscape and Maintenance, Inc., aka Green Thumb Landscaping, aka GT General Contracting 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304 | December 11, 2020 | October 10, 2023 |
| 15. | Green Thumb LLC, aka Green Thumb Contracting 4400 Salem-Dallas Hwy Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 PO Box 5172 Salem, OR 97304 | December 11, 2020 | October 10, 2023 |
| 16. | High-N-Shine Concrete Floors 9024 Silver Star Ave. Vancouver, WA 98664 | February 3, 2020 | February 2, 2023 |

| | CONTRACTOR NAME | DATE PLACED | REMOVAL DATE |
|-----|---|--------------------|-------------------|
| 17. | Hoang, Lisa aka Kim Lien Hoang, aka Lien Kim Hoang, aka Kim Hope, aka Lisa K Ryan, aka Ryan Lien Hoang, aka Kim L Hoang, aka Kim L Hoang Ryan, aka Lien Hoang Ryan, aka Lien K Hoang-Ryan, aka Lisa Hall, aka Lisa Kim Ryan, aka Lien Ryan, aka Lien Ryan, aka Lien Hoang Ryan, aka Kim Hoang Lien, aka K Lisa Hoang 703 N Hayden Meadows Dr, #206 Portland, OR 97213 731 N Hayden Meadows Dr, #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684 | February 24, 2020 | February 23, 2027 |
| 18. | Ingram, Christina 2676 Copeland Road Harper, Oregon 97906 | May 6, 2022 | May 5, 2025 |
| 19. | Ingram, Tyrell 2676 Copeland Road Harper, Oregon 97906 | May 6, 2022 | May 5, 2025 |
| 20. | Kim Bell Flagging, Inc. 8535 Woodard Ave. SE Salem, OR 97317 | January 12, 2016 | January 11, 2023 |
| 21. | Miller, David 731 NW Naito Parkway, #215 Portland, OR 97209 | June 17, 2020 | Not to be Removed |
| 22. | Nam, Sang In dba Cornerstone Janitorial Services 130 NE Danbury Ave. Hillsboro, OR 97124 | September 20, 2016 | Not to be Removed |
| 23. | Nguyen, Hai T. 9024 Silver Star Ave. Vancouver, WA 98664 | February 3, 2020 | February 2, 2023 |
| 24. | NW Flagging LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684 | February 24, 2020 | February 23, 2027 |

| 25. | CONTRACTOR NAME Oregon Building & Landscaping Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684 | DATE PLACED February 24, 2020 | <u>REMOVAL DATE</u> February 23, 2027 |
|-----|--|----------------------------------|--|
| 26. | Pacific NW Drywall & Acoustics LLC aka Pacific NW Drywall& Acoustics LLC 731 NW Naito Parkway #215 Portland, OR 97209 | June 17, 2020 | Not to be Removed |
| 27. | Polson, Pacharee 9024 Silver Star Ave. Vancouver, WA 98664 | February 3, 2020 | February 2, 2023 |
| 28. | Regional Traffic Management LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684 | February 24, 2020 | February 23, 2027 |
| 29. | Snake River Construction and Excavation LLC 2676 Copeland Road Harper, Oregon 97906 | May 6, 2022 | May 5, 2025 |
| 30. | Tatom, Alan 168 Clearwater Avenue NE Salem, OR 97301 | July 10, 2015 | July 9, 2025 |
| 31. | Thomas, Antonio 16400 NE Las Brisas Ct., Apt. 43 Portland, OR 97230 650 NE Holladay St. Portland, OR 97232 16400 NE Las Brisas Ct. Portland, OR 97230 | February 5, 2021 | February 4, 2024 |
| 32. | Walker, Phillip 580 Market Street NE Salem, OR 97301 | July 10, 2015 | July 9, 2025 |
| 33. | WCI Construction LLC 169 SE Cody Lane Madras, OR 97741 | July 3, 2017 | July 2, 2027 |
| 34. | WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301 | July 10, 2015 | July 9, 2025 |

CHRISTINA E. STEPHENSON, COMMISSIONER BUREAU OF LABOR AND INDUSTRIES

Prevailing Wage Rate Laws Handbook

The 2022 edition of the <u>*Prevailing Wage Rate Laws Handbook</u>* is now available on our website at <u>https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx</u>.</u>

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at https://www.oregon.gov/boli/employers/Pages/prevailing-wage-seminars.aspx.

If you are interested in being included on our mailing lists for future seminar notifications, please contact us at <u>PWR.Email@boli.oregon.gov</u> or (971) 353-2416.

EFFECTIVE JANUARY 11, 2023

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

POWER EQUIPMENT OPERATOR

| Zone 1 (Base Rate) | | |
|--------------------|-------|-------|
| Group 1 | 54.13 | 16.65 |
| Group 1A | 56.29 | 16.65 |
| Group 1B | 58.45 | 16.65 |
| Group 2 | 52.22 | 16.65 |
| Group 3 | 51.07 | 16.65 |
| Group 4 | 47.74 | 16.65 |
| Group 5 | 46.50 | 16.65 |
| Group 6 | 43.28 | 16.65 |

POWER EQUIPMENT OPERATOR MAP



Zone Pay Differential for Power Equipment Operator

Add to Zone 1 Base Rate:

Zone 2 3.00 per hour Zone 3 6.00 per hour

AMENDMENT TO OREGON DETERMINATION 2023-01 EFFECTIVE JANUARY 11, 2023

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

For projects in the following metropolitan counties:

| Clackamas | Marion | Washington |
|-----------|-----------|------------|
| Columbia | Multnomah | Yamhill |

- (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.

Reference cities for projects in all remaining counties:

| Albany | Coos Bay | Grants Pass | Medford |
|--------|----------|---------------|----------|
| Bend | Eugene | Klamath Falls | 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.
- (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.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing, and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

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 (971) 353-2416.

DocuSign Envelope ID: CEF5F38E-6EFF-47BD-B77B-31674DB63844 **EFFECTIVE JANUARY 11, 2023**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

SPECIAL PROVISIONS PART 00100 - GENERAL CONDITIONS

Replace this PART of the <u>Oregon Standard Specifications for Construction</u> with the following:

<u>General Conditions for Construction for Marion County v2021</u>, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <u>http://www.co.marion.or.us/PW/Engineering</u> and included in these special provisions.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.00 Prequalification of Bidders – Revise this section as follows:

Replace the address in the first bullet with the following:

355 Capital St. NE Salem, OR 973011

Replace the address in the second bullet with the following:

ODOT Procurement Office – Construction Contracts Unit, MS# 5-1 355 Capital St. NE Salem, OR 97301

00120.01 General Bidding Requirements – Replace the first sentence with the following:

Bidders may submit Bids by paper or through the internet (email). If both paper Bids and email Bids are submitted for the same Invitation To Bid, the paper Bids will prevail.

00120.05 Request for Invitation to Bid – Replace the first paragraph with the following:

An Invitation to Bid (ITB) can be obtained for free by registering on the OregonBuys website at <u>https://oregonbuys.gov/bso/</u> and then searching for either the OregonBuys or Marion County solicitation number listed in the advertisement and ITB cover sheet.

00120.30 Changes to Plans, Specifications or Quantities before Opening of Bids – Replace the first paragraph with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda by publishing them on the OregonBuys website at https://oregonBuys.gov/bso/. Bidders shall be solely responsible to check OregonBuys for Addenda periodically, including daily, as necessary, to receive all Addenda applicable to the Bid.

00120.40 Preparation of Bids - Replace subsection (a) with the following:

(a) General:

(1) **Paper Bids** - Bidders shall not alter, in any manner, the documents within the Invitation To Bid. Bidders shall complete the certifications and statements included in the Invitation To Bid according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Invitation To Bid. Entries on the paper documents in the Invitation To Bid shall be in ink or typed. Signatures and initials shall be in ink, except for changes and withdrawals submitted by email transmission as provided by 00120.60 (in which case signatures on the emailed document shall be considered originals).

(2) Email Bids – Except as otherwise provided in this subsection (a)(2), for Bids submitted by email, Bidders shall prepare the Bid documents as specified in 00120.40(a)(1) and submit in PDF format. Signatures on the emailed documents shall be considered originals. Electronic signatures are acceptable.

00120.40(c) Bid Schedule Entries - Add the following subsection:

(2) Electronic Bid Schedule Entries - Using figures, Bidders shall fill in all bid item unit prices in the electronic Bid Schedule spreadsheet file. The total bid item price will be automatically calculated and entered. The unit price shall be greater than zero. Once all unit prices are entered, the total amount of the Bid will be automatically calculated and entered. It is the Bidder's responsibility to verify the accuracy of all automatically calculated figures.

00120.40(f) Disclosure of First-Tier Subcontractors – Revise this subsection as follows:

In the sentence "The Subcontractor Disclosure Form may be submitted ...", delete "paper".

Add the following after the first bullet that follows the sentence "The Subcontractor Disclosure Form may be submitted ...":

By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents at the time and to the email address designated for receipt of emailed Bids; or

Add the following to the end of the bullet list after the sentence "The Subcontractor Disclosure Form may be submitted ...":

By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, separately by email to pwcontracts@co.marion.or.us. The email subject line shall be plainly labeled "First-Tier Subcontractors for Bid on [Project name]. Bidders must include their name and address and contact information in the body of the email.

After the sentence that begins with "Subcontractor Disclosure Forms submitted by any method will be considered late ...", add the following two paragraphs:

The Agency is not responsible for partial, failed, illegible or partially legible email transmissions or submittals, and such forms may be rejected as incomplete.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

00120.45(a) Paper Bids – Replace the second sentence with the following:

Bids shall be delivered in a sealed envelope (minimum size 9" x 12"), plainly labeled "Bid for [Project name] – [Agency's Bid No.]".

00120.45(b) Electronic Bids - Replace this subsection, except for the subsection number with the following:
00120.45(b) Emailed Bids

Submit emailed Bids to <u>PO Contracts@co.marion.or.us</u>. Emailed Bids will be considered time-stamped and received by the Agency at the time they are received by the designated email address. Email subject line shall be clearly marked "Bid for [Project name]" and include the Agency's Bid number. Bidders must include their name and address and contact information in the body of the email.

It is the Bidder's responsibility to ensure that bids are received prior to the stated submission deadline and at the required email address. The Agency shall not consider late offers, withdrawals or modifications, except as permitted by Agency's Public Contracting Rules.

00120.60 Revision or Withdrawal of Bids - Revise this section as follows:

In the first sentence, after the word "paper", add "or emailed".

In the second bulleted line, after the word "addresses", add "or email address".

In the sentence after the third bullet and after the word "paper", add "or email".

Replace the last bullet in this section with the following:

(3) The request is received at the same offices, addresses or email address, and times identified in the Invitation To Bid for submitting Bids.

00120.65 Opening and Comparing Bids – In the first sentence, before the word "Bids", add "Paper or email

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.10 Award of Contract – Replace the sentence that begins with "The Agency will post ..." with the following:

The Agency will post Notice of Intent to Award on the OregonBuys website at https://oregonbuys.gov/bso/.

Replace the last paragraph with the following:

Notice of Award will be sent within 14 Calendar Days after the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

00130.50(a) By the Bidder – Replace this subsection, except for the subsection number and title, with the following:

• (1) The successful Bidder shall deliver two original copies of the properly executed Performance Bond and Payment Bond, along with certification of workers' compensation coverage, and all required certificates of insurance, to the Agency within 10 Calendar Days after the date of Notice of Intent to Award.

• Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate Subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor.

• (2) Within 7 Calendar Days after receipt of the Agency-signed Contract booklet, the Bidder shall return a fully-executed Contract booklet to the Agency.

00130.50(b) By the Agency - Replace this subsection, except for the subsection number and title, with the following:

Within 21 Calendar Days after the Agency has received and verified the properly executed documents specified in 00130.50(a)(1), and received legal sufficiency approval from the Agency's attorney (if required), the Agency will execute the Contract. The Agency will then send an Agency-signed original Contract booklet to the successful Bidder, who will execute the Contract as specified in 00130.50(a)(2). Upon final execution, the Bidder officially becomes the Contractor.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

00150.50(c) Contractor Responsibilities – Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

• Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

00150.50(f) Utility Information - The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work:

| Utility | Contact | Phone |
|------------------------------|----------------------------|------------------------------|
| 1. Consumer Power 2. SCTC | Adrian Smith John Eckis | 541-929-8636 503-962-3794 |
| | | |
| 3. NW Natural | Andrew Schurter | 800-442-4012 x. 8166 |

Estimated Completion Date: August 31, 2023.

00150.55 Cooperation with Other Contractors – Add the following at the end of this subsection:

Contractor shall coordinate all work with the North Fork Road Paving Contractor, Roy Houck Construction LLC. North Fork Road will be overlayed from Highway 22 to the end of pavement in Spring 2023, prior to June 30th. The exact schedule of the paving work is to be determined; however, it is anticipated that the paving work will take approximately 25 days to complete. Paving work shall take precedence over the guardrail work, and no guardrail work will be allowed on North Fork Road during the paving operation. No paving work will occur on Gates Hill Road or Pioneer Road.

Roy Houck Construction

.

Rye Houck 503-463-7177

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

Provisions and Requirements

00165.10(a) Field-Tested Materials - Add the following sentence to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

00170.00 General - Replace the paragraph that begins "The Contractor shall comply with all laws, ordinances, ..." with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

| Insurance | Combined Single | Annual Aggregate |
|------------------------------|-----------------|--------------------------------|
| Coverages per Occurrence | Limit | Limit |
| Commercial General Liability | \$1,000,000 | \$2,000,000 |
| Commercial Auto Liability | \$1,000,000 | (Aggregate limit not required) |

SECTION 00180 - PROSECUTION AND PROGRESS

Add the following Subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions and the General Conditions include, but are not limited to, the following:

Limitations

Subsection

| Cooperation with Utilities | |
|------------------------------------|-------------------|
| Contract Completion Time | |
| Right - of - Way and Access Delays | |
| Traffic Lane Restrictions | 00220.40(e) |
| Holidays and Special Events | 00220.40(e) Noise |
| Control | |
| Maintenance Under Traffic | |
| Opening Sections to Traffic | 00745.51 |

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - Add the following sentence:

The Contractor shall submit a Type B schedule.

Add the following Subsection:

00180.50(h) Contract Completion Time - Complete all Work not later than August 31, 2023

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

• Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

- (1) The amount of \$805 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.
- (2) The amount of \$100 per driveway, for each Calendar Day that driveways are left inaccessible to residents and/or businesses at the end of each work shift.
- (3) The amount of \$100 per 1/4 hour that a traffic lane is closed before or after the hours specified in Section 00220.40(e) unless a time extension is preapproved by the Engineer.

Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(a) General - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

00190.20(f)(2) Scale Without Automatic Printer - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

00190.20(f)(3) Duties of Weigh Technician - Replace the bullet that begins "Furnish a legible, serially numbered weigh memo ..." with the following bullets:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
 - Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).
 - Fully integrated with the provided weigh scale system.
 - Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
 - Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
 - Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

00190.30 Plant Scales - After the bullet list add the following paragraph:

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.50(a) Progress Payments - Replace the paragraph that begins "The estimates upon which progress payments are ..." with the following paragraph:

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements - Add the following bullets to the end of the bullet list:

- Marion County will provide preliminary notification to adjacent property owners. The notification will only contain general information.
- The contractor will provide written notice to adjacent property owners and/or businesses 72 hours before beginning work. The notice shall contain the following information:
 - Construction Dates
 - Construction Hours
 - Construction activities that may impact them.
 - Limitations to access driveways.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

One or more Traffic Lanes may be closed when allowed, shown, or during the following period of time.

• Daily, Monday through Friday, between 7:00 a.m. and 7:00 p.m.

Add the following subsection:

0220.40(e)(3) Minimum Requirements for Lane Closure - Provide a minimum of one 10-foot wide traffic lane through the Work area.

When Work on the project requires the closure of a travel lane resulting in one-way traffic on a road that is otherwise open to two-way traffic, provide traffic control at each intersecting road, according to Section 00223.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

Face signs toward oncoming traffic and install them before opening the road to public traffic.

00222.80 Measurement - Replace the first sentence with the following:

Unless include in the Schedule of Items, no measurement will be made for temporary signs. When listed in the Schedule of Items for a project, measurement will be made according to 00222.80(a)

Add the following paragraph:

No measurement of quantities will be made for "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs.

00222.90(a) Temporary Signs - Unless include in the Schedule of Items payment will be made for temporary signs. When listed in the Schedule of Items for a project, payment will be made according to 00222.90(a)

Add the following paragraph:

No separate or additional payment will be made for furnishing, installing, and maintaining 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.31(b) Traffic Control Inspection Without TCS - Replace the paragraph that begins "When the Schedule of Items does not include an item..." with the following paragraph:

When the Schedule of Items does not include an item for a TCS, or when TCS is not onsite for a work shift, designate a trained person who shall be on the Project Site during work hours and on call at all other times, and who:

Replace the bullet that begins "Prepares and signs a daily "Traffic Control Inspection Report"..." with the following bullet:

• Prepares and signs a "Traffic Control Inspection Report" (Form No. 734-2474) upon the initial installation of TCM and each working day when any modification, removal, or reinstallation of TCM are made, or as directed by the Engineer. Submit completed reports to the Engineer no later than the end of the next working day.

00223.80(a)(1) Traffic Control Supervisor - Replace this subsection with the following:

No measurement of quantities will be made for traffic control supervisor.

00223.80(a)(3) Flagger Station Lighting - Replace this subsection with the following:

No measurement of quantities will be made for flagger station lighting.

00223.80(b)(1) Replace this subsection with the following:

No measurement of quantities will be made for flaggers. The estimated quantity of flaggers is 800 hours.

00223.80(b)(4) Flagger Station Lighting - Replace this subsection with the following:

No measurement of quantities will be made for flagger station lighting.

00223.90 Payment - Make the following changes to the pay items:

Replace item (a) with the following:

(a) Flaggers.....Lump Sum

Delete the following items:

- (b) Traffic Control Supervisor.....Each
- (c) Flagger Station Lighting.....Each or Hour

No separate or additional payment will be made for traffic control supervisor and flagger station lighting.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.80 Measurement - Replace this subsection with the following:

Unless included in the Schedule of Items for a project, no measurement of quantities will be made for temporary channelizing devices.

00224.90 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items.

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

Comply with Section 00225 of the Standard Specifications.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours and submit a written report within 5 calendar days

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.90 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items

Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for work zone fencing.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope – Add the following sentences to the end of this subsection:

Delete Chapter 7 – THE PRECONSTRUCTION SURVEY from the manual. Construction surveying will consist of staking the guardrail layout.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.91 Lump Sum Basis - Delete the following pay item:

(b) Removal of _____.Lump Sum

Replace the first paragraph with the following:

Item (a) includes all removal Work associated with removal of structures, including saw cutting asphalt and concrete.

00310.92 Separate Item Basis - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items

Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section excavation basis. Excavate to the depth and width specified, or as directed.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

SECTION 00587 – BRIDGE RAILS

Comply with Section 00587 of the Standard Specifications

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

Add the following Subsection:

00641.01 Descriptive Terms

Crushed Round Rock - A source of rock that does not require being "shot" or "blasted" to extract it from a source, or a round rocks less than 4 inches in diameter before crushing.

Crushed Quarry Rock - A source of rock is required to be "shot" or "blasted" to extract if from a source before crushing. When approved by the Engineer, round rock 4 inches or larger before crushing may substituted.

00641.10(a) Base and Shoulder Aggregate - Replace this subsection, except for the subsection number and title, with the following:

Aggregate for base and shoulder aggregate shall dense graded, and either 1" or 3/4" as the contractor elects. Furnish aggregates meeting the requirement so 02630.10.

- Base aggregate shall be crushed round rock or crushed quarry rock.
- Shoulder aggregate shall be crushed quarry rock, crushed round rock is not allowed on shoulders.

00641.15(a) Aggregate Production Quality Control - Delete the second sentence.

00645.16(a)(1) Aggregate Gradation - Replace this subsection, except for the subsection number and title, with the following:

Acceptance will be based on the contractor's quality control testing according to 00165. A stockpile contains aggregate meeting specified gradation when the test results are in the upper and lower gradation limits. Aggregate that does not meet the upper and lower gradation limits will be considered non-specification.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

00810.11 Posts – Replace the first sentence with the following:

Furnish steel posts, all posts shall be steel according to 02820.20.

00810.40 Timing and Coordination of Work - Add the following paragraph at the end of this subsection:

Contact the Engineer and the applicable utilities listed in 00150.50(f) 1 week before beginning digging guardrail post holes.

The estimated quantity of Midwest guardrail is 5,500 Feet.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

Materials

01030.13(f) Types of Seed Mixes - Replace the last bullet with the following item:

 Native Plant Seeding - Seeding to restore native vegetation to disturbed areas. Furnish native seed from the approved source, or furnish an equal approved by the engineer: <u>https://www.cleanwaterservices.org/media/1814/pgwf-seed-sources.pdf</u>

Measurement

01030.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for work performed under this section.

Payment

01030.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of work performed under this Section will be paid for at the unit lump sum amount for the following item:

(h) Native Plant Seeding..... Lump Sum

Item (h) include preparing the seed be, soil preparation, seeding, fertilizing, mulching, applying tack agent, and all establishment work.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

SECTION 00812 – ADJUSTING OR REPAIRING GUARDRAIL

Comply with Section 00812 of the Standard Specifications.

SECTION 02110 - POSTS, BLOCKS, AND BASES

Comply with Section 002110 of the Standard Specifications.

SECTION 02190 – PRESERVATIVE TREATMENT OF TIMBER

Comply with Section 02190 of the Standard Specifications.

SECTION 02560 – FASTENERS

Comply with Section 02560 of the Standard Specifications.

SECTION 02640 - SHOULDER AGGREGATE

Comply with Section 02640 of the Standard Specifications.

The estimated quantity of aggregate is 775 Tons.

SECTION 02810 - BRIDGE RAIL

Comply with Section 02810 of the Standard Specifications.

SECTION 02820 - METAL GUARDRAIL

Comply with Section 02820 of the Standard Specifications.

SECTION 02910 – SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications.



























