



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 22, 2019

Department: Public Works Agenda Planning Date: January 16, 2019 Time required: 3 Min.

[X] Audio/Visual aids PowerPoint

Contact: Ryan Crowther Phone: 503-365-3112

Department Head Signature: Brian Matula

TITLE Approval of contract PW-3224-19 for the Marion County Ferry Boat Program Phase 2 project.

Issue, Description & Background Marion County ferries are eligible for federal ferry funds under the Ferry Boat Formula program. The Marion County Ferry Boat Program Phase 2 project will construct a total of 17 remotely controlled "Closed" signs that will be placed along County roads for both ferries and within the State right-of-way along Highway 99W for the Buena Vista ferry. These signs will primarily be at existing sign locations with the exception of the two new locations along 99W. It is hoped that these additional signs along 99W will better identify the Buena Vista ferry as an alternative route for the traveling public and will improve ridership. The signs will improve operational efficiency by giving operations staff the ability to automatically turn on the LED closed signs rather than driving to each sign location to manually turn the signs to closed. On November 14, 2019, bids were received and opened for this project with bids being received from Baker Rock Resources (\$482,207.08) and Coral Construction Co. (\$676,830.00). The bid award was approved on November 22, 2019, and became official on December 2, 2019, following the required 7-day protest period. No protests were received.

Financial Impacts: Public Works has budgeted the necessary funds to complete the project under 130-40-41-422-4209-532600-104468-890.003 and 130-40-41-422-4208-532600-104467-890.003.

Impacts to Department & External Agencies Entering into this contract does not directly impact any other Marion County departments.

Options for Consideration: 1) Approve the contract for \$482,207.08 with Baker Rock Resources. 2) Deny approval of the contract and direct Public Works to re-solicit for this project.

Recommendation: It is the recommendation of the Public Works department that the Board choose option 1 and approve the contract for \$482,207.08 with Baker Rock Resources.

List of attachments: Contract PW-3224-19 Contract Review Sheet

Presenter: Ryan Crowther

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



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

---

Copies to:

Tim Beaver, [tbeaver@co.marion.or.us](mailto:tbeaver@co.marion.or.us)



Marion County  
OREGON  
FINANCE DEPARTMENT

# Contract Review Sheet

Contract #: PW-3224-19

Person Sending: Tim Beaver Department: Public Works

Contact Phone #: 503-365-3100 Date Sent: Wednesday, January 8, 2020

- Contract 
  Amendment# \_\_\_\_\_ 
  Lease 
  IGA 
  MOU 
  Grant (attach approved grant award transmittal form)

Title: Construction of signing and electrical on Marion County Ferry Boat Program (Phase 2).

Contractor's Name: Baker Rock Resources

Term - Date From: Execution Expires: Completion of work

Contract Total: \$482,207.08 Amendment Amount: \_\_\_\_\_ New Contract Total: \_\_\_\_\_

Source Selection Method: Formal Bid (attach transmittal) # PW639-19

### Additional Considerations (check all that apply)

- Board Order# \_\_\_\_\_ 
  Feasibility Determination (attach approved form)  
 Incoming Funds 
  Federal Funds (attach sub-recipient / contractor analysis)  
 Independent Contractor (LECS) approval date: \_\_\_\_\_ 
  Reinstatement (attach written justification)  
 Insurance Waiver (attach) 
  Retroactive (attach written justification)  
 CIP# 16-050; 16-051 (required for all goods /software greater than \$5,000)

### Description of Services or Grant Award:

Construction of signing and electrical on Marion County Ferry Boat Program (Phase 2).

FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### REQUIRED APPROVALS:

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Risk Manager \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_  To be filed  Added to Finance Table

Date \_\_\_\_\_ Returned to department for signature



**Marion County**  
OREGON  
FINANCE DEPARTMENT

# Solicitation Award Transmittal

Submitted By: Tim Beaver Department: Public Works

Contact Phone #: 503-365-3100 Date Sent: Friday, November 22, 2019

Solicitation Name: Marion County Ferry Boat (Phase 2) C25102-PW639-19

Formal:  Bid  RFP Advertising Date: Oct 23, 2019 Close Date: Nov 14, 2019  
Quote:  Verbal  Written  IRFP

Addenda Issued/Date  
#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

Solicitations Received From (or attach solicitation summary)

Contractor Name	Bid-Quote Amount/Proposal Score
Baker Rock Crushing Co., Inc., dba. Baker Rock Resources	\$482,207.08
Coral Construction Company	\$676,830.00

Bid/Proposal in compliance for all requirements:  Yes  No (Detailed explanation required if "No" is checked)

**Fiscal Impact** (Description of impact)  
These services are funded by a federal grant.

Service: 4208 & 4209 Account: 532600

**DEPARTMENT RECOMMENDATION**

Name: Baker Rock Crushing Co., Inc., dba. Baker Rock Resources

- Award to Low Bid-Quote/Highest Rank Proposal  Multiple Awards
- Award to other than Low Bid-Quote/Highest Rank Proposal (Attach written support)
- Reject All Bids/Proposals (Attach written justification for rejection of all bids/proposals)

**Finance Use: (when required)**

Date Finance Received: 11/22/19

Comments:  
\* Lowest Bid ✓  
\* CMS is up to date ✓

Solicitation Award Approval: \_\_\_\_\_

[Signature] 11/22/19  
Finance Contracts / Date

[Signature] 11/22/19  
Chief Administrative Officer / Date

Date paperwork returned to department: 11/25/19



CONTRACT #: 2019-403

BAKER ROCK  
RESOURCES

CORAL  
CONSTRUCTION CO

PROJECT #:	QUANTITY	BAKER ROCK RESOURCES		CORAL CONSTRUCTION CO							
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 0											
	FEDERAL FERRY PHASE 2 SIGNING										
	1.450	CONTINGENCY	1.00	.000	.00	.000	.00	.00	.00	.00	.00
	210.100	MOBILIZATION	1.00	50000.000	50000.00	60000.000	60000.00	.00	.00	.00	.00
	225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	50000.000	50000.00	15000.000	15000.00	.00	.00	.00	.00
	225.070	TEMPORARY SIGNS	198.00	16.600	3286.80	20.000	3960.00	.00	.00	.00	.00
	225.210	TEMPORARY PLASTIC DRUMS	11.00	19.400	213.40	50.000	550.00	.00	.00	.00	.00
	225.490	FLAGGERS	320.00	93.400	29888.00	60.000	19200.00	.00	.00	.00	.00
	225.493	TRAFFIC CONTROL SUPERVISOR	6.00	1010.000	6060.00	500.000	3000.00	.00	.00	.00	.00
	280.100	EROSION CONTROL	1.00	504.000	504.00	500.000	500.00	.00	.00	.00	.00
	280.191	INLET PROTECTION, TYPE 4	2.00	5.050	10.10	200.000	400.00	.00	.00	.00	.00
	280.322	SEDIMENT BARRIER, TYPE 3	550.00	1.150	632.50	8.000	4400.00	.00	.00	.00	.00
	280.490	ORANGE PLASTIC MESH FENCING	200.00	.810	162.00	5.000	1000.00	.00	.00	.00	.00
	290.100	POLLUTION CONTROL PLAN	1.00	504.000	504.00	500.000	500.00	.00	.00	.00	.00
	305.100	CONSTRUCTION SURVEY WORK	1.00	12000.000	12000.00	5000.000	5000.00	.00	.00	.00	.00
	310.761	REMOVAL OF EXISTING SIGNS	1.00	2310.000	2310.00	1000.000	1000.00	.00	.00	.00	.00
	920.100	SIGN SUPPORT FOOTINGS	1.00	48100.000	48100.00	40000.000	40000.00	.00	.00	.00	.00
	930.212	SQUARE TUBE SIGN SUPPORTS WITH TBB	17.00	2640.000	44880.00	2500.000	42500.00	.00	.00	.00	.00
	940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	394.00	21.120	8321.28	30.000	11820.00	.00	.00	.00	.00
	990.570	AUTOMATED LED CLOSED SIGN	17.00	12900.000	219300.00	27000.000	459000.00	.00	.00	.00	.00
	1030.275	WATER QUALITY SEEDING	.05	41900.000	2095.00	60000.000	3000.00	.00	.00	.00	.00
	1030.352	LAWN SEEDING	100.00	19.000	1900.00	30.000	3000.00	.00	.00	.00	.00
	1030.550	MULCHING	.05	40800.000	2040.00	60000.000	3000.00	.00	.00	.00	.00
		PROJECT SUBTOTAL:			482,207.08		676,830.00	0.00	0.00		0.00
		CUMULATIVE TOTAL:			482,207.08		676,830.00	0.00	0.00		0.00
		CONTRACT TOTAL:			482,207.08		676,830.00	.00	.00		.00

C25102-PW639-19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Scott Insurance (Knoxville, TN) 10100 Global Way Knoxville TN 37932	<b>CONTACT NAME:</b> Carla Cook <b>PHONE (A/C, No, Ext):</b> 865-684-1795 <b>E-MAIL ADDRESS:</b> ccook@scottins.com	<b>FAX (A/C, No):</b> 434-455-8884	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Baker Rock Resources Baker Rock Crushing Co. Baker Rock Resources West, LLC 21880 SW Farmington Rd Beaverton OR 97007	<b>INSURER A:</b> Hartford Fire Ins Company (A+)		<b>NAIC #</b> 19682
	<b>INSURER B:</b> The Charter Oak Fire Insurance Company (A++)		25615
	<b>INSURER C:</b> Great American Insurance Company (A+)		16691
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 29219533

REVISION NUMBER:

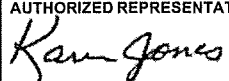
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Eq. to CG 0001 <input checked="" type="checkbox"/> Contr. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	14UENOE0004	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		14UENOE0005	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU 5499088	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	14WEOE0003	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			QT-660-7554L342	11/1/2019	11/1/2020	Leased/ Rented Deductible Valuation 675,000 5,000 ACV

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Marion County Ferry Boat Program Phase 2  
 Marion County, its officers, agents, employees and the State of Oregon, Oregon Transportation Commission and its members, and Department of Transportation, its officers and employees are added as Additional Insureds as respects General Liability and Auto Liability on a primary/non-contributory basis and Waiver of Subrogation applies to General Liability for work performed, if required by written contract with the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

Marion County Attn: Contracts Specialist 5155 Silverton Road NE Salem OR 97305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OREGON CHANGES - ADDITIONAL INSUREDS - AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Paragraph 5.f. of Section II, Who Is An Insured is replaced by the following:

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

**f. Owners, Lessees Or Contractors – When Required In A Construction Agreement With You**

Any owner, lessee or contractor when you and such person or organization have agreed in a construction contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligence or the negligence of those performing operations on your behalf.

- (1) In the performance of your ongoing operations for the additional insured; or
- (2) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

B. The following is added to Paragraph 5. of Section II, Who Is An Insured:

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

**g. Any Other Party**

Any other person or organization who is not an insured under Paragraphs a. through f. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations; or
- (2) In connection with your premises owned by or rented to you.

**Marion County**  
**Subrecipient vs. Contractor/Vendor Analysis**  
**1/8/2020**

**INSTRUCTIONS:**

This checklist is designed to assist departments receiving federal funds in determining if they are considered a subrecipient or a vendor/contractor. Using the questions below **and** the definitions on the second tab, determine if the entity is considered a subrecipient or a contractor/vendor. The Section references are from Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (i.e. Uniform Guidance, e-CFR). (If it is still unclear on whether the entity is a subrecipient or contractor/vendor, see "Use of Judgment" on definitions tab or contact Debbie Gregg in Finance - ext. 3282.)

**FEDERAL AWARD INFORMATION**

<b>Federal Agency</b>	Federal Highway Administration
<b>Federal Award Number (and/or CFDA #)</b>	20.205
<b>County Grant/Fund Number</b>	Supplemental Agreement 31403
<b>Primary Recipient of Federal Funds (i.e. Direct award=County or Pass-through=State Agency)</b>	ODOT
<b>Entity Receiving Funds from County</b>	Baker Rock Resources
<b>Other Information</b>	

**CHECKLIST**

**Part 1- Subrecipient**

<b>Criteria</b>	<b>Yes/No</b>	<b>Comment</b>
1-1. Does the entity receiving the funds from the County have a substantial amount of authority for making decisions about program delivery and/or determine who is eligible to receive the assistance or participate in the program?	No	
1-2. Does the contract or agreement include performance requirements that are measured against whether the objectives of the federal program are met?	No	
1-3. Is the entity that receives the funds from the County reimbursed for actual costs incurred for allowable activities (as outlined in the contract)?	No	
1-4. Does the contract or agreement with the entity receiving the funds from the County state that the entity is to comply with all applicable federal program compliance requirements (i.e. A-133 or Uniform Guidance)?	No	
1-5. Are the federal funds being used to carry out a program objective of the entity receiving the funds from the County (as opposed to providing goods or services for a program of the County)?	No	
1-6. Is the entity receiving the funds from the County required to contribute its own non-federal cost sharing/matching requirement to help pay for the federal program?	No	
1-7. Is the entity receiving the funds from the County not in the business of earning a profit (i.e. not-for-profit, local government)?	No	

**Marion County  
Subrecipient vs. Contractor/Vendor Analysis  
1/8/2020**

**Part 2 -Contactor/Vendor**

<b>Criteria</b>	<b>Yes/No</b>	<b>Comment</b>
2-1. Is the entity providing goods or services within its normal business operations?	Yes	
2-2. Does the entity provide similar goods or services to many different purchasers?	Yes	
2-3. Does the entity operate in a competitive environment?	Yes	
2-4. Are the goods or services provided ancillary or secondary to the objective of the Federal program?	Yes	
2-5. Is there a set 'fee-for-service' or fixed price cost to the contract?	Yes	
2-6. Does the contract define a scope of work for which the County will pay the entity or identifies what the County is purchasing?	Yes	
2-7. Is there no requirement in the contract or agreement with the entity receiving the funds (from the County) that the entity is to comply with all applicable federal program compliance requirements?	Yes	

**Part 3 - Analysis**

*As necessary, add additional analysis here when making the determination.*

**Conclusion**

Based on the preponderance of the "Yes" answers and discussion with appropriate personnel, the entity has been determined to be a: (check one)

**Subrecipient:** \_\_\_\_\_ (a)

**Contractor/Vendor:**     X    

(a) If determination is a subrecipient, department will need to complete: 1) Subrecipient Risk Assessment and 2) Subrecipient Monitoring Checklist

21. Any dispute between the Agency 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 first above written.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: Brian Nickler Date 1/8/2020  
Department Director or designee

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**BAKER ROCK RESOURCES SIGNATURE:**

Authorized Signature: Mark K. B... Date 12.23.19

Title: Vice President of Operations

## CONSTRUCTION CONTRACT PW-3224-19

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, Baker Rock Resources hereinafter called the "Contractor" for the Project entitled: Marion County Ferry Boat Program (Phase 2) Signing and Electrical.

### **WITNESSETH**

That the said Contractor, in consideration of the sum of \$482,207.08 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.

The Contract shall become effective on the first date on which every party has signed this Contract and County has received all necessary approvals.

The Contractor shall faithfully complete and perform all of the obligations of this Contract.

1. Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor and/or material for the prosecution of the work provided for in such contract.
2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
3. 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.
4. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the contractor by reason of such Contract.
6. Contractor shall comply with the conditions for public contracts under Oregon State Law, particularly as set forth in ORS 279C.500 through 279C.530. Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Furthermore, Contractor shall not employ any person performing work under this contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Contractor shall pay all individuals performing work under this contract at least time-and-a-half pay for:
  - a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

- b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. All work performed on Saturday or Sunday and on any legal holiday specified in ORS 279C.540.
7. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

All employers working under the contract are subject employers that will comply with ORS 656.017.

8. Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on the Contract, shall be paid not less than the applicable prevailing rate of wage set forth in the attached schedule pursuant to ORS 279C.840(4) & OAR 839-016-0033(1).
9. Contractor shall maintain all records and file all wage certification forms as required by Oregon Administrative Rules.
10. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- 1. If this project is over \$50,000 then it is subject to the Oregon prevailing wage Rate law (BOLI), and the Contractor shall pay the wage rate and fringe benefits listed in the Bureau of Labor and Industries publication, and/or any amendments, last published prior to the time of Bid Opening, which are incorporated herein by reference and can be accessed and downloaded at BOLI's website at: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx).
- 2. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1)
- 3. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage. ORS 279C.838

b. Certified Payroll Filing Requirements

- 1. Every employer on a covered project must file certified payroll records with the contracting agency. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

- 1. To help employers satisfy the filing requirement, Form WH-38 is included in each PWR rate book. BOLI does not require contractors to use this form, but contractors must supply all information the form requests and this information must be certified.



Employers using their own forms or reports can comply with the certification requirement by attaching and completing a copy of the certification from the WH-38 form to their filing.

Employers must submit the hours worked each day by each employee, his or her name, address, the pay rate, work classification, gross pay to the employee and the amount contributed to any third party fringe benefits (and the type of benefit provided).

To meet filing requirements, the employer must sign the certified payroll to confirm that the information is true and complete. Unsigned reports do not satisfy the filing requirement. Submitting false or incomplete information can be the basis for civil penalties or debarment.

The Contractor and subcontractors shall preserve the certified statements for a period of three (3) years from the completion of the contract.

d. Certified Payroll Retainage

1. As required in ORS 279C.845, the County will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 or in FHWA Form 1273. The County will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.
2. As required in ORS 279C.845, the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the County the certified statements required in ORS 279C.845 or FHWA Form 1273. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

e. Public Works Bond

1. The Contractor and all subcontractors working on this project are required to file a Public Works Bond for \$30,000 with the Construction Contractors Board (CCB) pursuant to ORS 279C.836, unless specifically exempt under ORS 279C.836 (7), (8), or (9). ORS 279C.836 (7) addresses exclusions for certified disadvantaged, minority, women or small business enterprises; ORS 279C.836 (8) exempts projects with contract prices less than \$100,000; and ORS 279C.836 (9) addresses exclusions due to emergencies made in accordance with rules adopted under ORS 279A.065. This bond must be filed prior to starting work on this project and remain in effect continuously; being renewed as required by the surety or if depleted due to a wage claim. The Contractor must verify their subcontractors have filed the bond with the CCB.
11. Contractor shall provide documentation that an employee drug testing program is in place when this project is subject to the applicable Oregon Prevailing Wage Rate.
12. Contractor shall agree to defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of the Contractor, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
13. Monies due to the Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, his 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 he is adequately protected by public liability and property damage insurance.

14. Contractor shall maintain at all times commercial general liability insurance, property damage insurance, and medical/professional malpractice if applicable, covering its activities and operations under this Agreement.

Contractor shall add Marion County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a **separate** written endorsement shall be issued by the company showing Marion County as an Additional Insured and Notice of Cancellation as set forth in the policy. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 – 30.300, or in the forms and amounts not less than set forth in subsection 00170.70 of the Standard Specifications and Special Provision, whichever is greater. Minimum limits required for medical/professional malpractice \$1,000,000. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to the County, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

Contractor shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. The Contractor shall provide the County with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

15. 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 plans, general provisions, Bid Proposal, 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 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 and under the terms of the Contract and to make such payments in the manner and at the time provided in the applicable instructions to bidders or special specifications, and the schedule of contract prices.
16. 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.
17. Contractor agrees to guarantee all work under this contract for a period of 1 (one) year from the date of final acceptance thereof.
18. That if any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the contract Contractor agrees, whenever notified by the County, to immediately place such guaranteed work in a condition satisfactory to the County and make repairs of all damage made necessary in the fulfillment of the guarantee.
19. 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.
20. 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.

21. Any dispute between the Agency 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 first above written.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**BAKER ROCK RESOURCES SIGNATURE:**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

MARION COUNTY PUBLIC WORKS  
INVITATION TO BID  
FOR  
THE CONSTRUCTION OF  
MARION COUNTY FERRY BOAT PROGRAM (PHASE 2)

Signing and Electrical

MARION COUNTY, OREGON

Bid Opening November 14, 2019

ORPIN OPPORTUNITY NO. C25102-PW639-19  
ECMS NO. 2019-403  
ACCOUNTING PROJECT NO. 104467 and 104468

---

MARION COUNTY BOARD OF COMMISSIONERS

Sam Brentano	Commissioner
Kevin Cameron	Commissioner
Colm Willis	Commissioner

---

Brian Nicholas, Director of Public Works



EXPIRES 12-31-2020

## TABLE OF CONTENTS

	Page
INTRODUCTION.....	1
BID SCHEDULE.....	3
BID CERTIFICATION.....	4
BID BOND.....	10
PERFORMANCE BOND.....	11
LABOR AND MATERIALS PAYMENT BOND.....	13
DRUG & ALCOHOL TESTING POLICY CERTIFICATION.....	15
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS.....	16
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM.....	17
DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS.....	18
DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM.....	26
DBE INFORMATION.....	28
FHWA-1273 -- REVISED MAY 1, 2012.....	29
ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS.....	41
EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS.....	48
EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS.....	51
OREGON DEPARTMENT OF TRANSPORTATION POLICY STATEMENT DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM.....	52
DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS.....	53
ASSIGNED DBE CONTRACT GOAL.....	68
REIMBURSABLE FEDERAL ON-THE-JOB and APPRENTICESHIP TRAINING.....	69
SAMPLE CONSTRUCTION CONTRACT.....	75
PROJECT WAGE RATES.....	79
SPECIAL PROVISIONS.....	189
PLANS AND DRAWINGS	
COVER SHEET	
1A - SHEET INDEX	
TC – TRAFFIC CONTROL PLAN	
GA - EROSION CONTROL	
S-1 – S-10 – SIGNING	

## INTRODUCTION

### 1.1 Description of Work

Construction of signing and electrical on Marion County Ferry Boat Program (Phase 2), as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. Estimated cost is not released by Marion County.

### 1.2 Time and Place of Receiving Bids

Submit Bids as specified in 00120.45 by 2:00 PM on November 14, 2019 (Bid Closing), to Tim Beaver, Contract Specialist, c/o Receptionist at Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802. Bids submitted after the time set for receiving Bids will not be opened or considered.

Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802, immediately following Bid Closing. Bid results will be posted by 10:00 a.m. the next business day on the Oregon Procurement Information Network (ORPIN) website at <http://orpin.oregon.gov/open.dll/welcome> under the ORPIN number listed above.

### 1.3 Time for Completion of Work

Complete all Work to be done under the Contract no later than April 30, 2020.

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.

### 1.4 Class of Project

This project is funded by Federal Ferry Program Funds. This is a Federal-Aid Project.

### 1.5 Class of Work

The Class of Work for this Project is: Signing or Electrical.

### 1.6 Project Information

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

Tim Beaver	503-588-5036	TBeaver@co.marion.or.us
Tom Kissinger	503-588-5036	TKissinger@co.marion.or.us

### 1.7 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.

### 1.8 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2018 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:  
[https://www.oregon.gov/ODOT/HWY/SPECS/Pages/2018\\_Standard\\_Specifications.aspx](https://www.oregon.gov/ODOT/HWY/SPECS/Pages/2018_Standard_Specifications.aspx).

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County, Part 00100, available for download on the Marion County website at:  
[http://www.co.marion.or.us/PW/Engineering/Documents/GeneralConditions\\_201907.pdf](http://www.co.marion.or.us/PW/Engineering/Documents/GeneralConditions_201907.pdf).

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 Prevailing Wage Rate Requirements

This Project is subject to both the applicable Oregon prevailing wage rate law (BOLI) and the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), and any amendments in effect at the time of solicitation. Not less than the higher of the applicable federal or existing state prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

The Davis-Bacon/BOLI Combined Wage Rates titled "[DB Highway \(08-30-19\) / BOLI \(07-01-19 with October Amendment\)](#)" apply to this Project, unless modified by Addendum.

### 1.10 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
- DBE Commitment and Utilization Form (if assigned contract goal is greater than zero)

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  
Marion County Federal Ferry Boat Program (Phase 2)  
Signing or Electrical  
Bid Schedule  
ECMS No. 2019-403**

<b>PROJECT ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
210.100	MOBILIZATION	1.00	LS	\$50,000.00	\$50,000.00
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	LS	\$50,000.00	\$50,000.00
225.070	TEMPORARY SIGNS	198.00	SF	\$16.60	\$3,286.80
225.210	TEMPORARY PLASTIC DRUMS	11.00	EA	\$19.40	\$213.40
225.490	FLAGGERS	320.00	HR	\$93.40	\$29,888.00
225.493	TRAFFIC CONTROL SUPERVISOR	6.00	DY	\$1,010.00	\$6,060.00
280.100	EROSION CONTROL	1.00	LS	\$504.00	\$504.00
280.191	INLET PROTECTION, TYPE 4	2.00	EA	\$5.05	\$10.10
280.322	SEDIMENT BARRIER, TYPE 3	550.00	FT	\$1.15	\$632.50
280.490	ORANGE PLASTIC MESH FENCING	200.00	FT	\$0.81	\$162.00
290.100	POLLUTION CONTROL PLAN	1.00	LS	\$504.00	\$504.00
305.100	CONSTRUCTION SURVEY WORK	1.00	LS	\$12,000.00	\$12,000.00
310.761	REMOVAL OF EXISTING SIGNS	1.00	LS	\$2,310.00	\$2,310.00
920.100	SIGN SUPPORT FOOTINGS	1.00	LS	\$48,100.00	\$48,100.00
930.212	SQUARE TUBE SIGN SUPPORTS WITH TBB	17.00	EA	\$2,640.00	\$44,880.00
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	394.00	SF	\$21.12	\$8,321.28
990.570	AUTOMATED LED CLOSED SIGN	17.00	EA	\$12,900.00	\$219,300.00
1030.275	WATER QUALITY SEEDING	0.05	AC	\$41,900.00	\$2,095.00
1030.352	LAWN SEEDING	100.00	SY	\$19.00	\$1,900.00
1030.550	MULCHING	0.05	AC	\$40,800.00	\$2,040.00

**ECMS No. 2019-403 - TOTAL EXTENSION**

**\$482,207.08**



## BID CERTIFICATION

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

Gentlemen:

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 or 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 ORPIN website. Addenda may be downloaded from the ORPIN web-site.
- The Bidder shall be responsible for diligently checking the ORPIN 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: \$ 100 million. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 16 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.

*[The remainder of this page intentionally left blank.]*

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**

<b>Location (city/state)</b>	Portland/Oregon
<b>Owners Name</b>	Portland Community College
<b>Type of Work</b>	I-205 Freeway Signs on Exit 19
<b>% Completed</b>	98%
<b>Estimated Completion Date</b>	11/15/2019

**Contract #2**

<b>Location (city/state)</b>	Various Counties/ Oregon
<b>Owners Name</b>	Oregon Department of Transportation
<b>Type of Work</b>	Southern Oregon Warning Sign Upgrades Project
<b>% Completed</b>	20%
<b>Estimated Completion Date</b>	2/28/2019

**Contract #3**

<b>Location (city/state)</b>	Portland / Oregon
<b>Owners Name</b>	Multnomah County
<b>Type of Work</b>	NW Cornelius Pass Rd: US30-Kaiser RD
<b>% Completed</b>	90%
<b>Estimated Completion Date</b>	3/15/2020

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

**#1 Project Owner Reference**

<b>Reference Name</b>	Tod La France
<b>Business or Employer</b>	Oregon Department of Transportation
<b>Telephone</b>	541-388-6152
<b>Project Name/\$ Amount</b>	MPB I-84 milepost 88.115 / \$21,625.00

**#2 Project Owner Reference**

<b>Reference Name</b>	Richard Garrison
<b>Business or Employer</b>	Oregon Department of Transportation
<b>Telephone</b>	503-731-8462
<b>Project Name/\$ Amount</b>	OR99W: SW Naito Parkway - SW Huber St - Signage/ \$115,213.70

**#1 Subcontractor Reference**

<b>Reference Name</b>	Sean Williams
<b>Business or Employer</b>	Wildish Standard Paving Co.
<b>Telephone</b>	541-840-2523
<b>Project Name/\$ Amount</b>	NW Cornelius Pass Rd: US30-Kaiser RD / \$122,185.00

**#2 Subcontractor Reference**

<b>Reference Name</b>	Dan Leavens
<b>Business or Employer</b>	Oregon Mainline Paving
<b>Telephone</b>	971-517-0026
<b>Project Name/\$ Amount</b>	I-5: Woodburn - Salem Sec \$110,338.00

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

Company: Baker Rock Resources  
(Print or Type)

Address: 21880 SW Farmington RD  
(Print or Type)

City, State Zip: Beaverton, OR 97007  
(Print or Type)

Email Address: Markbauer@baker-rock.com  
(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:

Todd Baker, President

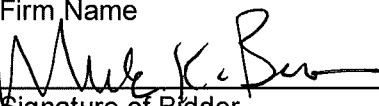
Mark Bauer, Vice President of Operations

Gary Baker, Chairman of the Board

Keith Peal, Vice President of Marketing & Sales

Dated this 14th day of November, 2019

Construction Contractor's  
Board Registration Number  
3838

Baker Rock Resources  
Firm Name  
  
Signature of Bidder

Mark Bauer  
Name Print or Type

Vice President of Operations  
Title Print or Type

Telephone No. 503-642-2531

Tax ID # 93-0470624

Business Organization: (Check one)

- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Sole Proprietorship
- Other \_\_\_\_\_

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Baker Rock Crushing Co. Inc. dba Baker Rock Resources  
Travelers Casualty and Surety  
Company of America, hereinafter called the Principal, and Company of America, a Corporation organized and existing under and by virtue of the laws of the state Connecticut 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 penal sum of Ten Percent (10%) of Bid Amount Dollars (<sup>10% of</sup> \$ Bid Amount), 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 Marion County Ferry Boat Program (Phase 2) Signing & Electrical 104467 / 104468 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 14th day of November, 2019.

Baker Rock Crushing Co. Inc. dba Baker Rock Resources  
Principal

By: TedWA. Bank

Travelers Casualty and Surety Company of America  
Surety

By: Tamara A. Ringelsen  
Attorney-in-Fact Tamara A. Ringelsen

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



**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 **Tamara A. Ringeisen**, of **Portland, Oregon**, their true and lawful Attorney-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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 14th day of November, 2019



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-in-Fact and the details of the bond to which the power is attached.**



**PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Baker Rock Crushing Co. Inc. dba Baker Rock Resources as PRINCIPAL (hereinafter called CONTRACTOR) and Travelers Casualty and Surety Company of America a corporation organized and existing under and by virtue of the laws of the state of Connecticut, 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 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 Four Hundred Eighty Two Thousand Two Hundred Seven Dollars and Eight Cents (\$482,207.08) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated \_\_\_\_\_, \_\_\_\_\_, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Marion County Ferry Boat Program (Phase 2).

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 repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract.

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 Construction of Marion County Ferry Boat Program (Phase 2) 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 Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to 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 or its 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Travelers Casualty and Surety Company of America  
SURETY

Baker Rock Crushing Co. Inc. dba Baker Rock Resources  
CONTRACTOR

By: Tamara A. Ringeisen

By: Mark K. B...

Title: Tamara A. Ringeisen, Attorney-in-Fact

Title: VP operations

1501 Fourth Ave. Suite 1000  
Street Address

21880 SW Farmington Road  
Street Address

Seattle, WA 98101  
City, State ZIP

Beaverton, OR 97007  
City, State ZIP

503.467.7552  
Phone Number

503.642.2531  
Phone Number

**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 Baker Rock Crushing Co. Inc. dba Baker Rock Resources as PRINCIPAL and Travelers Casualty and Surety Company of America a corporation organized and existing under and by virtue of the laws of the state of Connecticut, 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 Four Hundred Eighty Two Thousand Two Hundred Seven Dollars and Eight Cents (\$482,207.08) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated \_\_\_\_\_, \_\_\_\_\_, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Marion County Ferry Boat Program (Phase 2).

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 Contract, 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 repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, 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 Contract 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 Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the

contract or to the Work or to the Specifications shall automatically increase the obligation of 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 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 \_\_\_\_\_

Travelers Casualty and Surety Company of America  
SURETY

Baker Rock Crushing Co. Inc. dba Baker Rock Resources  
CONTRACTOR

By: Tamara A. Ringeisen

By: Mark K. Baw

Title: Tamara A. Ringeisen, Attorney-in-Fact

Title: VP operations

1501 Fourth Ave, Suite 1000  
Street Address

21880 SW Farmington Road  
Street Address

Seattle, WA 98101  
City, State ZIP

Beaverton, OR 97007  
City, State ZIP

503.467.7552  
Phone Number

503.642.2531  
Phone Number



**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 **Tamara A. Ringeisen**, of **Portland, Oregon**, their true and lawful Attorney-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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 \_\_\_\_\_ day of \_\_\_\_\_



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-in-Fact and the details of the bond to which the power 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?

Yes  No

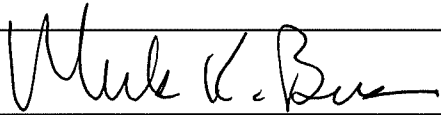
I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Baker Rock Resources

Name/Title Mark Bauer / Vice President of Operations

Address 21880 SW Farmington Rd Beaverton OR 97007

Signature   
Date 11/14/2019

## 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 Tim Beaver, Contracts Specialist, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802, **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 PW\_Contracts@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 Marion County Ferry Boat Program (Phase 2)

ECMS No. 2019-403

Bid Opening Date November 14, 2019

Name of Bidding Contractor Baker Rock Crushing Co., Inc. dba Baker Rock Resources

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 <b>A&amp;D Flagging, LLC</b>	Dollar Amount <b>\$25,000</b>
Category of Work <b>Flagging</b>	

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
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)



# DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS

## 1. DBE Policies, Obligations, Applicabilities, and Authorities

According to 49 CFR Part 26, all ODOT, all Bidders, and all Contractors shall agree to abide by and take all necessary and reasonable steps to comply with the DBE policies, obligations, applicabilities and authorities listed in the Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions.

**The "assigned DBE contract goal" for this project is referred to in the project Special Provisions.**

## 2. Eligibility Requirements for DBE Participation on Projects

Participation shall be accomplished by including certified DBEs in any part of the Contract work that is necessary to complete the Contract obligation. A certified DBE may participate as a prime Contractor, subcontractor, joint venture, material supplier, material manufacturer, or professional service provider.

Only those firms certified by the Certification Office of Business Inclusion and Diversity (COBID) as a DBE in the types of work selected shall be eligible to fulfill required DBE participation Contract obligations.

## 3. Crediting of DBE Participation Toward Meeting the Assigned DBE Contract Goal

### (a) Crediting of DBE Participation in Bid Submission

Credit toward meeting the assigned DBE contract goal shall be granted only when a listed firm is currently certified by COBID as a DBE. Bidders should not assume that a minority-owned or a woman-owned firm is currently certified by COBID as a DBE firm or that a firm is certified to perform any particular type of work. Bidders are encouraged to verify each DBE firm's certification by:

- 1) requesting a copy of the DBE certification letter from the committed DBE firm and contacting COBID at 503-986-0075 to confirm the firm's current certification status; or
- 2) accessing the updated Certification Directory of DBEs by going to the COBID website at <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

For joint ventures, the percentage of DBE participation to be credited toward the assigned DBE contract goal will be determined and approved by ODOT prior to Bid Opening on the basis of information submitted in the joint venture application according to Item No. 6 DBE Participation through Joint Venture.

### (b) Crediting of DBE Participation Subsequent to Contract Award

The total dollar value of and the scope of work for the DBE commitment as shown on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall be credited toward meeting the assigned DBE contract goal, provided the DBE performs a Commercially Useful Function according to 49 CFR 26.55(c)(1).

(c) Crediting of DBE Participation through the Use of DBE Manufacturers

The Bidder may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(i), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

The Bidder may count 100% of its expenditures for a DBE firm that furnishes and places these materials **only if** the DBE firm is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE shall negotiate the cost, arrange delivery of, and pay for the materials and supplies required for the work of its contract. Invoices for materials must be invoiced to the DBE firm and not to the Contractor.

(d) Crediting of DBE Participation Through Use of DBE Regular Dealers

The Bidder may count only 60% of the committed amount for the cost of supplies and materials from regular dealers toward meeting the assigned DBE contract goal. According to 49 CFR 26.55(e)(2)(i) a DBE regular dealer owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

No credit will be granted if the Contractor makes a direct payment to a material supplier. However, it will be permissible for a material supplier to invoice the Contractor and the DBE jointly and be paid by the Contractor making remittance to the DBE firm and material supplier jointly, provided such joint payment arrangements received prior written approval from ODOT.

No credit will be granted if the Contractor deducts from the amounts owed to DBE firms for work performed the costs for: (1) materials and service ordered by the DBE firm and used by the DBE in performing its work, (2) purchase price of supplies or materials acquired from the Contractor by the DBE firm and used by the DBE in performing its work, and (3) cost of equipment leased or rented from the Contractor by the DBE firm and used by the DBE in performing its work. Credit shall be withheld where such costs have been deducted from dollar amounts paid to DBE firms for work performed.

(e) Crediting of DBE Participation through Use of DBE Service Providers

Credit toward meeting the assigned DBE contract goal through use of DBE service providers shall be granted for:

(1) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials or supplies. The fee must be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(4) The total dollar value of payments to the DBE for which a Commercially Useful Function was performed in delivering a professional, technical and/or expert service.

(f) Crediting of DBE Participation Through Use of DBE Owner/Operator Trucking

A DBE owner/operator must own and operate at least one truck and be certified by COBID.

In order for the Contractor or subcontractor to be credited and receive payment for DBE owner/operator trucking participation, a valid agreement that includes or has attached the following information must be submitted to the Engineer:

- (1) Driver's name;
- (2) Copy of driver's license;
- (3) Vehicle identification number;
- (4) Copy of vehicle registration;
- (5) Motor vehicle license plate number;
- (6) Motor Carrier Plate Number;
- (7) Copy of ODOT Motor Carrier 1A Permit;
- (8) Name of owner/operator from the side of the truck; and
- (9) Method of payment (hour, ton or load)

(g) Crediting of DBE Participation Through Use of DBE Trucking Firms

In order for the Contractor to receive credit and payment for the use of a DBE trucking firm, the trucking firm must be covered by a subcontract or written agreement, and the Engineer must have granted consent to that subcontract or agreement prior to the beginning of the work.

#### **4. Documentation of Bidders' Proposed DBE Participation**

(a) DBE Commitment Certification and Utilization Form

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall become a part of the resulting Contract. This certification and utilization form shall be used to determine the Bidder's responsiveness to the DBE requirements.

If the assigned DBE contract goal is greater than zero, the Bidder must complete and sign the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The form must be completed and signed by the Bidder's authorized representative. In Part I of the form, the Bidder shall fill in each committed DBE firm and its corresponding type of work, its capacity, and the subcontract amount, expenditure, fee, or commission. Should the Bidder fail to completely fill out, sign, and submit the form with the bid when the assigned DBE contract goal is greater than zero, the Bidder will be considered non-responsive. The Agency will calculate each DBE amount, total the amount to be applied to the assigned DBE contract goal and calculate the DBE commitment as a percentage of the total bid.

(b) DBEs Bidding as Prime Contractors

The requirements of section 4(a) will apply to DBE Bidders for a Contract. In determining whether a DBE Bidder for a Contract has met an assigned DBE contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers, or service providers will be counted.

DBEs bidding as prime Contractors shall complete the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM indicating the percentage of work to be performed by its own forces as well as the work to be performed by other committed DBEs to meet the assigned DBE contract goal.

(c) DBE Commitment Certification Form Part II - Good Faith Efforts

It is the intent of ODOT that all Bidders meet the assigned DBE contract goal for DBE participation. It is recognized that in rare exceptions it may not be possible for all Bidders to meet the assigned DBE contract goal. To determine whether the contract should be awarded to a Bidder that has failed to meet the assigned DBE contract goal, ODOT must decide whether the efforts made to obtain DBE participation constituted good faith efforts. ODOT will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal.

In the event a Bidder is unable to meet the assigned DBE contract goal, the Bidder shall provide additional information regarding good faith efforts per the requirements Part II of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The Bidder must document the steps taken to obtain DBE participation, which demonstrate good faith efforts, such as those outlined below:

- (1) Evidence that the Bidders attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;
- (2) Evidence that the Bidder identified and selected specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs;
- (3) Evidence that the Bidder advertised in general circulation, trade association, minority and trade oriented, women-focus publication, concerning the subcontracting or supply opportunities;
- (4) Evidence that the Bidder provided written notice to a reasonable number of specific DBEs, identified from the Certification Directory of DBEs for the selected subcontracting of material supply work, in sufficient time to allow the enterprises to participate effectively;
- (5) Evidence that the Bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. This may include the information outlined below:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBEs were interested;
  - (b) A description of the information provided to the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
  - (c) Documentation of each DBE contacted but rejected and the reasons for the rejection.
- (6) Evidence that the Bidder provided interested DBEs with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- (7) Evidence that the Bidder negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;

(8) Evidence that the Bidder advised and made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by ODOT or contractor;

(9) Evidence that the Bidder's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;

(10) Evidence that the Bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority, Women, and Emerging Small Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

(11) Evidence that the Bidder used the services of ODOT's Supportive Services contractor(s).

(d) Failure to Comply

All Bidders, including certified DBE prime Bidders, shall submit a completed and signed DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM with its bid when the assigned DBE contract goal is greater than zero.

If the Bidder fails to properly and completely fill out the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM and/or to provide sufficient evidence of compliance with good faith effort requirements, the bid shall be considered non-responsive and the bid shall be rejected when the assigned DBE contract goal is greater than zero.

## 5. Contract Award Selection Procedure

In addition to the provisions of Sections 00120 and 00130 of the bid documents, the following items will be considered in determining Contract Award:

(a) The Award of the Contract will be in the best interest of the State of Oregon and will assure that ODOT meets its commitment to its overall DBE goal.

(b) If the low Bidder offering a reasonable bid meets or exceeds the assigned DBE contract goal, that Bidder will be considered responsive to the DBE requirement.

(c) If a DBE's type of work listed on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM does not match the type of work for which the DBE is certified by COBID, then the firm's participation on that Contract cannot count toward the assigned DBE contract goal or overall DBE goals. The Bidder will be determined non-responsive unless the Bidder meets or exceeds the assigned DBE contract goal by committing sufficient other work to one or more certified DBE firms with matching types of work, or the Bidder has established sufficient good faith efforts.

(d) If the low Bidder has not met the assigned DBE contract goal, ODOT will review the documentation regarding its good faith effort activities to determine if the steps taken are satisfactory. If the steps taken are found satisfactory during the review process, that Bidder will be considered responsive to the DBE requirement. If the steps taken are not found satisfactory, the bid will be considered non-responsive to the DBE requirement.

(e) If the low Bidder is determined to be non-responsive, ODOT, before awarding the Contract, will notify the Bidder in writing within 15 Calendar Days of the Bid Opening. The notification will include the reason for the determination and provide the Bidder an opportunity for administrative reconsideration.

Administrative Reconsideration includes:

- (1) The Bidder will have the opportunity to provide written documentation or argument to the Review Committee, consisting of personnel knowledgeable with DBE Program requirements, concerning the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so, within four Calendar Days of the receipt of notification.
- (2) Upon request, the Bidder will have the opportunity to meet in person with the Review Committee, to discuss the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so.
- (3) The Review Committee will make a decision on reconsideration within four Calendar Days after reviewing evidence of Good Faith Efforts.
- (4) The Bidder will be notified in writing by the Review Committee regarding the decision of reconsideration within five Calendar Days of the decision. This notice will explain the basis for finding that the Bidder did or did not meet the assigned DBE contract goal or make adequate good faith efforts to do so.
- (5) The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

## **6. DBE Participation Through Joint Venture**

Bidders who plan to bid as a joint venture with a DBE partner must be pre-qualified with the Oregon Transportation Commission under the provisions of ORS 279C.430 and Oregon Administrative Rule 734-010-0200 through 734-010-0380. The requirements of 49 CFR 26.55(b) also apply to Bidders bidding as joint ventures. In addition to the standard pre-qualification process, there is a specific DBE Joint Venture Application Form. This form must be completed in order for ODOT to determine DBE participation in the joint venture. Certification of DBE joint ventures shall be completed for and granted for each individual project. The DBE Joint Venture Application form will be provided by ODOT Procurement Office - Construction Contracts Unit, at the address specified on the "Description of Work" page in the Bid Booklet; phone (503) 986-6916. The application must be received by Construction Contracts Unit at least 10 days prior to the date of Bid Opening for each individual Contract, and approval given prior to Bid Opening.

## **7. DBE Contract Compliance After Award and Before Contract Execution**

ODOT will send the successful Bidder written notice of acceptance and Award, including a request for further breakdown of the DBE information. Within ten Calendar Days after Award and prior to Contract execution, the successful Bidder shall provide ODOT with a completed Committed DBE Breakdown and Certification Form describing the work to be performed by each DBE firm.

The successful Bidder shall submit the following breakdown information: bid item, type of work, bid quantity and unit, unit price, and total price. Furthermore, the successful Bidder shall indicate partial work on a bid item and explain the partial item work. If trucking is a DBE committed work

item, the successful Bidder shall indicate if the DBE firm is an owner/operator trucking firm. The Contractor and the Committed DBE Contractor shall sign the form.

**FAILURE TO PROVIDE DETAILED DBE INFORMATION TO ODOT WITHIN TEN CALENDAR DAYS AFTER AWARD SHALL BE CAUSE FOR CANCELLATION OF THE AWARD AND WITHDRAWAL OF THE CONTRACT AND MAY BE CAUSE FOR FORFEITURE OF THE BID GUARANTY.**

#### **8. Information Relating to Contractors Soliciting Project Participation (Bidders List)**

Within ten Calendar Days after Bid Opening, all Bidders shall provide information requested in the Subcontractor Solicitation and Utilization Report, (see appendix), listing bona fide bids or quotes received on this project. The information provided will be used to construct a Bidders List required by 49 CFR 26.11(c).

#### **9. Information Relating to the DBE Requirements on this Project**

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact in writing, the DBE Program Manager no later than one week prior to the project Bid Opening at [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us).

Other requests may be directed to:

Oregon Department of Transportation  
Office of Civil Rights MS 23  
3930 Fairview Industrial Dr., S.E.  
Salem, OR 97302  
Phone: 503-986-4350  
Fax: 503-986-6382  
[ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us)

[BLANK PAGE]



Project Name \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

**DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM**

**This DBE Certification and Utilization Form applies solely to meeting the assigned DBE contract goal for DBE participation.** If the assigned DBE contract goal is greater than zero, each Bidder, including DBE prime Bidders, shall complete and submit this form with their Bid. SHOULD THE BIDDER FAIL TO COMPLETELY FILL OUT, SIGN, AND SUBMIT THIS FORM WITH THE BID WHEN THE ASSIGNED DBE CONTRACT GOAL IS GREATER THAN ZERO, THE BIDDER WILL BE CONSIDERED NON-RESPONSIVE. This certification shall be deemed a part of the resulting contract.

The Bidder acknowledges and certifies that this form accurately represents receipt of and consent from the listed DBE firm as to the use of the referenced itemized quote below for the performance of this project. Bidder certifies that it had direct contact with the named DBE firms regarding participation of this project. Bidder certifies, if awarded this project, that it shall award subcontracts to or enter into agreements with the named DBE's.

If the Bidder is submitting evidence of good faith efforts to secure participation, Bidder certifies that the good faith efforts documentation is true, accurate and correctly reports the actions taken by the Bidder.

\_\_\_\_\_  
Bidder's Authorized Representative (PRINT)

\_\_\_\_\_  
Bidder's Authorized Representative (SIGN)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor (Company Name)

**PART I**

These columns to be completed by Bidder				These columns to be completed by Agency	
Name of DBE Firm	Type of Work *	Function ** (examples: Sub., Supp., DBE Man., Serv., Brok.)	Subcontract Amount (or expenditure amount or fee/commission amount)	Goal Participation % ***	DBE Amount ****

\* From " Certification Office of Business Inclusion and Diversity " \*\* From "Function" column below. \*\*\* From "Goal Participation %" column below.  
\*\*\*\* (Subcontract Amount x Goal Participation %)

Function	Goal Participation %	This section to be completed by Agency	
Subcontractor	100% (of subcontract amount)	<b>ASSIGNED DBE CONTRACT GOAL</b> %	
Supplier (Regular Dealer)	60% (of supply expenditure amount)	<b>TOTAL DBE AMOUNT</b>	\$
DBE Manufacturer	100% (of material expenditure amount)	<b>TOTAL BID AMOUNT</b>	\$
Service Provider	100% (of fee or commission)	<b>DBE COMMITMENT</b>	%
Broker	100% (of brokerage fee only)	(TOTAL DBE AMOUNT ÷ TOTAL BID AMOUNT) (calculated to two decimal places (0.01))	

Additional sheets may be used by copying this form.  
**Bidder must sign each additional sheet to certify its content and completion of form.**

## **PART II**

If Bidder's participation commitment to eligible DBEs is less than the assigned DBE contract goal, Bidder shall submit documentation of "good faith efforts" as evidence of actions to secure DBE participation.

Bidder's documentation of "good faith efforts" shall meet the requirements provided in the Disadvantaged Business Enterprise (DBE) Commitment Requirements, item no. 4(c) DBE Commitment Certification Form Part II - Good Faith Efforts, which outlines the activities considered for good faith efforts.

## DBE INFORMATION

### GENERAL INFORMATION

It is the policy of the Oregon Department of Transportation (ODOT) that disadvantaged business enterprises (DBE) as defined in 49 CFR 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with USDOT funds under this agreement.

A full explanation of DBE Participation Goals and Requirements is in Sections 03.00 and 04.00 of the DBE Supplemental Required Contract Provisions.

Firms certified by the Certification Office of Business Inclusion and Diversity (COBID) as DBE in the state of Oregon shall be used to meet the assigned DBE contract goals for DBE participation on contracts funded in whole or in part with U.S. Department of Transportation (USDOT) funds.

Responsiveness is based on the DBE firm's certification status at time of Bid Opening. Contractors should not rely upon past experiences and verbal assurances of firms listed or non-listed.

Services and Commodity Codes reflect information provided by the certified DBE Firms and is not used as a pre-qualification factor by ODOT.

All Bidders, including DBE prime Bidders, are required to submit a Subcontractor Solicitation and Utilization Report form to ODOT Office of Civil Rights, DBE Program, within 10 Calendar Days after the Bid Opening date.

### WEBSITES

**DBE Directory** - A Certification Directory of DBEs is available from COBID at:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

**Subcontractor Solicitation And Utilization Report** - The Subcontractor Solicitation and Utilization Report form is available from the Office of Civil Rights at:

<http://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 officer or 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.

b. 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 or 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS  
FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS**

Pursuant to 41 CFR 60-4.6 (see also 41 CFR 60-4.2(a)) the following notice concerning Affirmative Action Requirements for Women and Minorities shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the United States Department of Labor (USDOL) Director. The USDOL, Office of Federal Contract Compliance Programs (OFCCP) has made the following statement concerning Goals, Timetables and Good Faith Efforts:

"Numerical goals are established based on the availability of qualified applicants in the job market or qualified candidates in the employer's work force. Executive Order [E.O. 11246] numerical goals do not create set-asides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination. The Executive Order and its supporting regulations do not authorize OFCCP to penalize contractors for not meeting goals. The regulations at 41 CFR 60-2.12(e), 60-2.30 and 60-2.15, specifically prohibit quota and preferential hiring and promotions under the guise of affirmative action numerical goals. In other words, discrimination in the selection decision is prohibited."

For purposes of these "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts", "Good Faith Effort" means affirmative action measures designed to implement the established objectives of an Affirmative Action Plan 23 CFR 230.407(o).

**A. AFFIRMATIVE ACTION REQUIREMENTS**

**Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Goal and Timetable for Female Utilization Statewide**

<b>Timetable</b>	<b>Goal (Percent)</b>
From Apr. 1, 1980 until further notice .....	6.9



## Goals for Minority Utilization by County

### Goal (Percent)

Clackamas, Multnomah, and Washington Counties ....	4.5
Marion and Polk Counties .....	2.9
Benton, Clatsop, Columbia, Crook, Deschutes, Hood River, Jefferson, Lincoln, Linn, Sherman, Tillamook, Wasco, and Yamhill Counties .....	3.8
Lane, Coos, Curry, Douglas, Jackson, Josephine, Klamath, and Lake Counties .....	2.4
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties .....	3.6
Harney and Malheur Counties.....	4.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**2.** The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 business days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

**3.** As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown in the Solicitation Documents. In cases where the work is two or more counties covered by different percentage goals, the highest percentage will govern.

## **B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

### **1. As used in these specifications:**

- a.** "Covered area" means the geographical area, described in the solicitation from which this contract resulted;
- b.** "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c.** "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d.** "Minority" includes:
  - (i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii)** Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv)** American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

**2.** Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

**3.** A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan; provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

**4.** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and female utilization the Contractor should

reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is performed. Goals are published periodically in the Federal Register in notice form, and such notices maybe obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

**5.** Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

**6.** In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

**7.** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

**a.** Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minorities and female individuals working at such sites or in such facilities.

**b.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

**c.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

**d.** Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the

Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

**e.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

**f.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

**g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

**h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

**i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

**j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

**k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

**l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female employees for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

**m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

**n.** Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

**o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

**p.** Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**8.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor-community; or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

**9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

**10.** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

**11.** The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

**12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

**13.** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

**14.** The contractor will designate an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so. Additionally, the contractor EEO Officer shall ensure that the company EEO policy is being carried out, to submit reports relating to the specifications hereof as may be required by the Agency and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

**15.** Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**16.** The Office of Federal Contract Compliance Programs (OFCCP) may conduct compliance evaluations to determine if the contractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to ensure that applicants are employed and that employees are placed, trained, upgraded, promoted, and otherwise treated during employment without regard to race, color, religion, sex, or national origin. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

## **EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

As used in these provisions, "Engineer" means the Chief Engineer of the Oregon Department of Transportation acting either directly or through authorized representatives. "Good Faith Efforts" means "affirmative action measures designed to implement the established objectives of an Affirmative Action Plan" 23 CFR 230.407(o).

Section 140 of Title 23, United States Code, EQUAL EMPLOYMENT OPPORTUNITY, as in effect on May 1, 1982, is incorporated by this reference and made a part of these provisions.

### **Written Notification**

The Contractor shall provide to the Engineer within two weeks of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation written notification with the following information: the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

The Contractor shall provide immediate written notification to the Engineer when (1) the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minorities or women that the Contractor sent to the union, or (2) the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its equal opportunity obligations. This is in addition to the notification required in item 7d in the "On-Site Workforce Affirmative Action Requirements For Women and Minorities on Federal-Aid Contracts".

### **Monthly Report**

The Contractor and each Subcontractor (on contracts that require certified payrolls) shall submit each month to the Engineer a "Monthly Employment Utilization Report" (Form 731-0668). The electronic form is available at:

<http://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

### **Annual Report**

Each July for the duration of the Project, each Contractor and Subcontractor shall submit Form PR-1391. This report shall be sent directly to ODOT Office of Civil Rights.

PURSUANT TO 23 CFR PART 230, SUBPART D, THE STATE HIGHWAY AGENCY HAS A RESPONSIBILITY TO ASSURE COMPLIANCE BY CONTRACTORS WITH THE REQUIREMENTS OF FEDERAL-AID CONSTRUCTION CONTRACTS, 23 CFR 230.405(b). THEREFORE, THE STATE HIGHWAY AGENCY HAS THE FOLLOWING OBLIGATIONS CONCERNING MONITORING AND COMPLIANCE, INCLUDING SHOW CAUSE NOTICE REQUIREMENTS.

### **Monitoring and Compliance**

The Agency will maintain a vigorous monitoring process to ensure nondiscrimination and affirmative action on all federally funded Projects. Monitoring shall include at a minimum, monthly meetings to review the "Monthly Employment Utilization Report" (Form 731-0668) with the Contractor's Equal Employment Opportunity (EEO) Officer and quarterly reviews of the Contractor's Good Faith Efforts as outlined in FHWA 1273.

The Agency shall determine the Contractor's compliance with equal opportunity requirements including:

- Non-discrimination in selection and retention of subcontractors, material suppliers and vendors;
- Maintenance of nonsegregated facilities;
- Adequate representation and utilization of minorities and women (by craft and trade) in the Contractor's workforce;
- Good Faith Efforts in meeting on-the-job training and training special provisions contained in FHWA 1273;
- Fair treatment in all terms and conditions of employment; and,
- Adherence (where applicable) to Indian preference provisions.

If the Agency or the FHWA becomes aware of any possible violations of Executive Order 11246 or 41 CFR 60, each has the authority and the responsibility to notify the Office of Federal Contract Compliance Programs. The Contractor has the responsibility either to meet all the craft goals set forth in the applicable "Covered Area" of "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts" or demonstrate Good Faith Efforts to meet these goals (as specified in paragraphs 7a through 7p of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts").

### **Show Cause Notice**

If an investigation or review reveals that a Contractor or Subcontractor has not complied with these EEO Provisions, the Agency shall issue a Show Cause Notice to initiate efforts to bring the Contractor or Subcontractor into compliance. This written notice shall state the deficiencies found during the review, and shall advise the Contractor or Subcontractor to show cause within 30 Calendar Days why the Agency shall not impose administrative



sanctions. The Contractor or Subcontractor must then show good cause or must provide an acceptable agreement for corrective action within 30 Calendar Days.

If the Contractor or Subcontractor does not provide this information by the end of the 30 Calendar Days, the Engineer shall withhold all project progress payments in process as of the date the Show Cause Notice was issued and will continue to withhold project progress payments until the Contractor or Subcontractor responds in an acceptable manner. If the Contractor or Subcontractor fails to meet the conditions of the corrective action agreement, no further Show Cause Notice is required; the Agency shall immediately initiate enforcement proceedings.

If a Contractor's prequalification certification is revoked or disqualified because the Contractor has been found on at least two occasions to be in breach of these EEO Provisions of Federal-Aid highway construction contracts, the Contractor must be determined to be in compliance with these EEO Provisions prior to the Contractor's prequalification certificate being reinstated.

## **EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS**

See the EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS incorporated in this Contract for notifying the Engineer, monthly and annual reporting, monitoring, and compliance.

### **Aspirational Diversity Targets**

**ODOT Aspirational Diversity Targets** - While Aspirational Diversity Targets are not requirements for this Contract and are not binding on the Contractor, ODOT desires to encourage the highest possible participation of minorities and women in the work force. Therefore, ODOT has established aspirational targets on all federally funded Projects:

#### **Covered Areas**

<b>Area</b>	<b>Aspirational</b>
ODOT Region 1	Women 14% - Minority 20%
ODOT Region 2, 3, 4, & 5	Women 14% - Minority 14%

Neither the Contractor nor its subcontractors are under any obligation to meet any aspirational targets.

**Oregon Department of Transportation  
Policy Statement  
Disadvantaged Business Enterprise (DBE) Program**

The Oregon Department of Transportation (ODOT) is committed to a Civil Rights Program that includes participation of Disadvantaged Business Enterprises (DBEs) in ODOT contracting opportunities. ODOT has established a DBE program in accordance with U.S. Department of Transportation (USDOT) regulations 49 CFR Part 26, as amended in 2014 and effective as of November 3, 2014.

It is ODOT's policy never to exclude any person from participation in, deny any person the benefits of, or otherwise discriminate on the basis of race, color, sex, national origin, or disability in the award and administration of USDOT-assisted contracts. It is ODOT's policy to ensure DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Director of ODOT establishes the DBE policy for the department. The Manager of the Office of Civil Rights (OCR) is delegated as the DBE Liaison Officer. In that capacity, the Manager of OCR, in coordination with all ODOT personnel, is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ODOT in its financial assistance agreements with the USDOT. It is the expectation of the Director that all ODOT personnel shall adhere to the intent as well as the provisions and procedures of the DBE Program.

ODOT circulates this policy to the following in accordance with the DBE program: (1) The Oregon Transportation Commission, (2) ODOT personnel involved with USDOT-assisted work, (3) Members of the DBE and non-DBE business communities that perform or are interested in performing work on ODOT contracts. The complete DBE Program and the overall goal calculation reports are available for review at:

ODOT Office of Civil Rights  
3930 Fairview Industrial Drive, MS-23  
Salem, OR 97302  
<http://www.oregon.gov/ODOT/Business/OCR/Pages/Non-Discrimination.aspx>

For questions or further information, please contact:  
Angela M. Crain, Manager  
Office of Civil Rights  
(T) 503-986-4353  
(F) 503-986-6382  
[Angela.M.CRAIN@odot.state.or.us](mailto:Angela.M.CRAIN@odot.state.or.us)



Matthew Garrett, Director  
Oregon Department of Transportation

Date

6-29-17

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

**01.00 DBE Policy and Authorities:**

**(a) DBE Policy, Required Assurance, and Applicability** - As required by 49 CFR Part 26, the Oregon Department of Transportation (ODOT) and the Contractor agree to abide by and take all necessary and reasonable steps to comply with the policy set out below:

**(1) DBE Policy** - It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assisted contracts. Consequently, the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR part 26 apply to this agreement.

**(2) DBE Required Assurance** - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**(3) DBE Applicability** - This applies to all public improvement projects financed in whole or in part with federal funds received from FHWA, FTA and FAA through the ODOT. The ODOT and its Contractors shall conform to all applicable civil rights laws, orders, and regulations. ODOT and its Contractors shall not discriminate on the basis of race, age, sex, color, religion, national origin, mental or physical disability, political affiliation, or marital status in the award and performance of ODOT contracts.

**(b) Authorities** - These DBE Supplemental Required Contract Provisions are authorized by the following laws, rules, regulations and guidelines, which, in conjunction with any pertinent policy memoranda or procedures issued by the FHWA, all of which are incorporated by reference into the provisions, govern the ODOT's administration of the DBE Program.

The USDOT Regulations (49 CFR Part 26) published in the Federal Register, effective March 4, 1999, established a requirement that all recipients of USDOT funds establish a DBE Program. The regulations are applicable both to ODOT's Federal-aid construction and to its non-construction activities.

The USDOT's legal authority for its DBE regulations includes Executive Order 11625 (October 13, 1971), which required that federal executive agencies develop comprehensive plans and programs to encourage minority business participation. USDOT requires ODOT to establish a DBE Program as a condition for receiving USDOT federal funds.

Title VI, Civil Rights Act of 1964. This Act concerns non-discrimination in federally assisted programs or activities on the grounds of race, color, sex or national origin.

The Program is also subject to the following laws: Section 30 of the Airport and Airway Development Act of 1970 and Section 520 of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety Capacity Expansion Act of 1987; Section 905 of the Railroad Act of 1978 (45 USC 903); and Section 19 of the Urban Mass Transportation Act of 1964, as amended (Public Law 95-599).

Oregon Revised Statutes, Chapters 200 and 279.

Oregon Administrative Rules, Chapter 123, Division 200, Certification Procedures.

The Contractor agrees that these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions (including all references) shall be incorporated into all subcontracts, regardless of tier, and into any agreements with Committed DBEs, regardless of form of agreement.

**02.00 Abbreviations and Definitions** - Abbreviations and definitions of words and phrases used in connection with the DBE Program are as follows:

**(a) Abbreviations:**

**COBID** - Certification Office of Business Inclusion and Diversity, which is authorized to certify DBE firms according to federal regulations

**DBE** - Disadvantaged Business Enterprise

**FAA** - Federal Aviation Administration

**FHWA** - Federal Highway Administration

**FTA** - Federal Transit Administration

**ODOT** - Oregon Department of Transportation

**USDOT** - United States Department of Transportation

**(b) Definitions:**

**Assigned DBE Contract Goal** - An assigned numerical percentage value of the total dollar amount of a Contract Award that is allocated solely for DBE participation.

**Broker** - A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the contract.

**Certification Directory of DBEs** - A publication (available in paper or Internet) listing all DBEs which are currently certified by the COBID. The Directory is provided to the

Contractor for use in identifying DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE contract goal.

**Certified Disadvantaged Business Enterprise (DBE)** - A business firm certified by the COBID, indicating that it:

- Meets the criteria outlined in 49 CFR part 26 regarding certification as a DBE; and
- Possesses the required resources and expertise to perform designated types of work.

**Commercially Useful Function (CUF)** - Commercially useful function and related DBE crediting rules are set out fully in 49 CFR 26.55. In part, 49 CFR 26.55(c) defines commercially useful function as follows:

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

**Committed DBE** - A Committed DBE firm is one that was identified by the Contractor to meet an assigned DBE contract goal as a condition of Contract Award, and includes any substitute DBE that has subsequently been committed work to meet the assigned DBE contract goal. A non-Committed DBE is one that was hired on a race- and gender-neutral basis and has not been identified as a substitute Committed DBE.

**Commodity Codes** - Codes assigned by the COBID to indicate the standard types of work the DBE provides.

**Contractor's DBE Liaison Officer** - The individual designated by the Contractor to assist the Contractor in meeting the Contractor's responsibility of compliance with the legal requirements of the DBE program and with the contractual obligations imposed by these supplementary provisions including but not limited to assuring that the DBE subcontractors on this project perform a commercially useful function.

**DBE Eligibility** - A firm is eligible to participate as a DBE if it meets the criteria as established by the federal DBE regulations in 49 CFR part 26 and enforced by the certifying agency, COBID. A firm will no longer be able to participate as a DBE on current or future contracts when it receives notification of decertification, denial of recertification, or notice of graduation by the certifying agency.

**Equipment** - All machinery, tools, and apparatus needed to complete the contract.

**Federal-Aid Contract** - For the purposes of these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions, any contract including consultant agreements or modifications of a contract between ODOT and a Contractor which is paid for in whole or in part with USDOT financial assistance from FHWA, FTA or FAA.

**Good Faith Efforts** - Efforts required to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the assigned DBE contract goal. Good faith efforts are required before Bid Opening, upon Contract Award, and continue throughout the performance of the contract to maximize DBE participation.

**Joint Venture DBE** - An ODOT certified enterprise consisting of two or more businesses formed to jointly carry out a single highway construction project, one or more of which is a certified DBE (see Section 8.00).

**Managerial Control** - Consistent with normal industry practice, management shall include scheduling work operations, ordering equipment and materials (if materials are part of the contract), preparing and submitting payrolls and all other required reports and forms, and hiring and firing employees, including supervisory employees.

**Manufacturer** - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

**Operational Control** - Consistent with normal industry practice, the DBE shall supervise the daily operations of the work contracted. There are only two acceptable ways for the DBE to supervise the daily operations. The DBE owner may act as superintendent and directly supervise the work or a skilled and knowledgeable superintendent employed by and paid wages by the DBE shall directly supervise the work. If the latter is used, the DBE owner shall be actively involved in making the operational and managerial decisions of the firm.

**Regular Dealer** - A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the DBE firm shall engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis, and such equipment shall be operated by the DBE's own employees. Brokers and packagers shall not be regarded as regular dealers within the meaning of this definition.

**Subcontract** - A subcontracting arrangement is generally considered to exist when a person or firm assumes an obligation to perform a part of the contract work and the following conditions are present:

- Compensation for performance of work is on a unit price or lump sum basis.

- The subcontractor exercises full control and authority over the subcontracted work, including the furnishing of labor and equipment and choice of work methods, with only general supervision being exercised by the Contractor.
- Personnel involved in the operation are under the direct supervision of the subcontractor and are included on the subcontractor's payroll.
- The ODOT has provided written consent to the subcontract arrangement, regardless of tier.

All conditions involved should be considered and no one condition alone will normally determine whether a subcontract actually exists. (See 00180.21.)

**Type of Work** - Specific descriptions of work which the DBE is certified in the Certification Directory of DBEs as having the expertise and resources necessary to perform.

**03.00 Assigned DBE Contract Goal** - In order to increase DBE participation on ODOT contracts, for any project with an assigned DBE contract goal for DBE participation, the Contractor is required to select a portion of work available on the project for DBE participation. The Contractor may use DBE subcontractors, suppliers, manufacturers or professional service providers to fulfill the assigned DBE contract goal as long as the DBE is certified in the types of work selected. The assigned DBE contract goal on a project remains in effect throughout the life of the contract. Dollar values of participation shall be credited toward meeting the assigned DBE contract goal based on DBE gross earnings.

According to 49 CFR 26.87(j)(2), if a Contractor has executed a subcontract with a firm before the ODOT notifies the firm of its ineligibility, the Contractor may continue to use the firm on the contract and may continue to receive credit toward its assigned DBE contract goal for the firm's work. If the ODOT awards the contract to a DBE prime Contractor that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after ODOT issued the notice of ineligibility shall not count toward the ODOT overall goal, but may count toward the assigned DBE contract goal. Under 49 CFR 26.87(j)(3) there is an exception: if the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the ODOT may continue to count its participation on the contract toward overall and assigned DBE contract goals.

In determining whether a DBE Contractor has met an assigned DBE contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers will be counted.

According to 49 CFR 26.71(n), DBE firms are certified only for specific types of work. If a DBE firm has not been certified prior to Bid Opening, for the type of work it is intending to perform on a given contract, then the firm's participation on that contract cannot count toward assigned DBE contract or overall goals.

The assigned DBE contract goal for the project is listed on the "Assigned DBE Contract Goal" sheet at the end of these provisions.



#### **04.00 Subcontracting Limitations:**

**(a) DBE Subcontractors** - All DBE subcontractors committed to perform a function or service as a condition of contract award, or for replacing the performance of a Committed DBE, shall perform a commercially useful function according to Section 09.00. If it is determined by ODOT that the DBE subcontractor is unable to perform a commercially useful function, ODOT will notify the Contractor prior to subcontract approval. The Contractor shall either provide evidence that the DBE subcontractor is able to perform a commercially useful function, or replace the DBE subcontractor with another DBE who has been certified to perform the bid item subcontracted according to Section 10.00(c). If the Contractor cannot provide sufficient evidence the DBE subcontractor has the ability to perform a CUF, and/or refuses to replace the DBE, the Contractor may be declared in default and the contract could be terminated according to the Oregon Standard Specifications for Construction subsection 00180.90(a).

**(b) Second Tier DBE Subcontracts** - Second tier DBE subcontracts may be counted toward the Contractor's assigned DBE contract goal provided the subcontract was listed in the original DBE commitment prior to bid award.

#### **05.00 DBE Subcontract, Sub-Subcontract(s), and Other Agreement Documents:**

**(a) Committed DBEs** - All work committed to a DBE toward meeting an assigned DBE contract goal, including work to be performed by a substitute Committed DBE, shall be performed under a written agreement according to 00160.01 and 00180.21. The agreement shall fully describe any partial pay item work committed to be performed by DBE firms.

**(b) Non-Committed DBEs** - Work to be performed by a non-Committed DBE shall be in accordance with 00160.01, 00180.20, and 00180.21.

**06.00 Good Faith Efforts Requirements** - The Contractor is required to exercise good faith efforts during the entire life of the contract to meet the assigned DBE contract goal and to maximize DBE participation and performance on the contract. Good faith efforts shall be made to secure DBE participation sufficient to meet the assigned DBE contract goal. The Contractor shall also make every reasonable effort during the course of the project to enable DBE firms to perform those portions of the contract work for which they have been committed.

The Contractor shall make good faith efforts to replace with another DBE, a DBE who is unable or unwilling to perform, unable to perform a commercially useful function, or has changed its ownership and/or control. Section 10.00 discusses the procedures that shall be followed to terminate a Committed DBE and replace the firm with a substitute.

The Engineer may request the Contractor to submit evidence of Good Faith Efforts at any time during the course of the contract and the Contractor shall promptly submit such evidence.

**07.00 DBE Work Plan Proposal Form** - The Contractor shall require each DBE participating on the project as a subcontractor and each Committed DBE, regardless of work type or form of agreement, to complete the "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" (Form 734-2165A). The form shall be filled-in electronically, then printed, and signed by an authorized representative of the DBE and of the Contractor. The Contractor shall submit the completed form to the Engineer. Form 734-2165A is available on the ODOT Office of Civil Rights website at:

<http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/forms.aspx>

For Committed DBEs, the Contractor shall submit the completed DBE Work Plan Proposals to the Engineer at or before the pre-construction conference. For non-Committed DBE subcontractors, the Contractor shall submit the completed forms to the Engineer in time for review of the Contractor's request for consent to use the DBE subcontractor on the project.

The purpose of the DBE Work Plan Proposal is to preview whether the proposed activities and type of work identified will comply with DBE program regulations, particularly with respect to commercially useful function and crediting rules. The Contractor shall ensure the form is completed with sufficient information about the DBE's intended work, personnel, equipment, materials, and performance to allow the Agency to determine whether the DBE's proposed performance will meet commercially useful function requirements. Additional information and documentation may be requested by the Agency as needed to alleviate program compliance concerns and must be provided promptly according to 49 CFR 26.109.

The DBE Work Plan Proposal specifically solicits information regarding the following:

**(a) Type of Work** - List the types of work the DBE will perform.

**(b) Personnel Required** - List the names and/or craft classifications for personnel who will perform. Indicate whether the individual is regularly employed by the DBE, or the source from which the individual was or is to be recruited.

**(c) Equipment Required** - List the items of equipment that will be used on the project. Indicate whether the equipment is owned, rented or leased. If rented or leased, consent to the rental or lease shall be obtained from the Agency prior to beginning of the work.

**(d) Supplies and Materials Required** - List the supplies and materials that will be used on the project. Indicate the source, by name, address, and phone number, from which supplies and materials will be obtained. For a DBE supplier committed to meet an assigned DBE contract goal, attach documentation showing how the DBE meets manufacturer, regular dealer, or broker requirements, as applicable to the credit being claimed and provide any additional explanation needed regarding ordering, scheduling, and delivery according to subsection (f) below.

**(e) Prime Contractor Resources** - Discuss any plans for the DBE to share any resources of the Contractor, e.g. personnel, equipment, tools, or facilities.

**(f) Additional Information** - Provide comments or explanation of any of the information provided above. Include information related to joint check arrangements or any plans

the DBE has to subcontract work to a lower tier or perform work through a specialty contractor.

The Engineer and Office of Civil Rights (OCR) Field Coordinator will review the proposals and may provide written comments as to whether the activities and type of work identified in the proposals complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations.

**08.00 Contractor Pre-construction Conference Reporting** - The Contractor shall deliver the following information to the Engineer at or before the Pre-construction Conference:

- The name of the DBE liaison officer who will administer the Contractor's DBE program. Said officer or the officer's designee shall attend the conference.
- Contractor's project schedule showing the work commencement date and estimated completion date for each DBE that will perform work on the project.
- "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" for all Committed DBEs that are performing work on the project regardless of contracting tier.

**09.00 Commercially Useful Function** - The Contractor is responsible for ensuring that DBE firms working on the project perform a commercially useful function (CUF). The Contractor shall receive credit toward meeting the assigned DBE contract goal and payment for DBE commercially useful function performed work only.

An on-site review will be used to ascertain whether the DBE is actively performing, managing, and supervising the work. It shall employ a labor force which is separate and apart from that employed by the Contractor, and which is independently recruited by the DBE according to standard industry practice. The DBE shall supervise and manage the work or independently hire a supervisor, who may not be a supervisor employed by the Contractor or any other subcontractor on the project.

With regard to the Federal-aid share, if an investigation reveals that there has been a violation of the CUF provisions, that portion of the work found to be in violation would not be counted toward goal achievement for either the Contractor or the Agency.

When a DBE is presumed not to be performing a CUF as described in this section, the DBE may present evidence through the Contractor to the Agency to rebut that presumption.

**(a) The DBE (Not Some Other Business Entity) Shall Actually Perform the Subcontract** - The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract shall be consistent with industry standards and shall demonstrate that the DBE and not some other business entity is actually performing the subcontract. For example, if a DBE associates itself too closely with another business entity or entities, in acquiring a labor force, supervisors, equipment or materials to an extent inconsistent with industry standards, the DBE can no longer be said to be actually performing the subcontract because a partnership or joint venture, of which the DBE is a member, is the actual performer of the subcontract.

**(b) DBE's Work Force** - The DBE shall solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The DBE owner or its superintendent shall, on a full-time basis, supervise and control the work of the contract. The DBE may with the prior written consent of the Engineer augment its work force with personnel of another firm. The Engineer shall approve the request only when:

- Specialized skills are required, and
- The use of such personnel is for a limited time period.

**(c) DBE Equipment** - The DBE is expected to perform the work with equipment that is owned, being purchased, or leased by the DBE under a written lease agreement that has been consented to by the Engineer prior to the DBE starting work. No credit will be given, nor payment made for the cost of equipment leased or rented and used in the DBE firm's work when payment for those costs is made by a deduction from the Contractor's payment(s) to the DBE firm.

The DBE may lease specialized equipment, provided a written rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is consented to by the Engineer prior to the DBE starting work. The Engineer will consent to the lease agreement only when:

- The equipment is of a specialized nature,
- The equipment is readily available at the job site,
- The operation of the equipment is under the full control of the DBE,
- The lease arrangement is for a short term,
- The lease arrangement for the specialized equipment in question is a normal industry practice, and
- The DBE shall hire, direct, supervise, control and carry the operator of the equipment on the DBE payroll.

**(d) DBE Trucking Firms** - Whenever a DBE trucking firm has been committed to meet an assigned DBE contract goal, the Contractor shall ensure that the Committed DBE individually identifies each truck intended for use on the Project on its "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" or an attached list.

The Contractor shall furnish a daily log of all trucking work performed under the Committed DBE's subcontract. The "Daily DBE Trucking Log" (Form 734-2916), (or an approved equal that contains all the information on the ODOT form, including the certification) shall be completed for each day work is performed under the DBE's subcontract. The Daily DBE Trucking Log shall identify all trucks under the management and supervision of the DBE subcontractor used on the Project.

The Contractor shall submit the Daily DBE Trucking Log to the Engineer on a weekly basis and no later than 14 Calendar Days after the first recorded date in the logs. For owner-operator trucks, the Contractor shall comply with 00170.65(b-4).

The following factors will be used to determine if a DBE Trucking firm is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE shall itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- According to 49 CFR 26.55(d)(5) the DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by the non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangements.
- For the purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

**(e) DBE Flagging Firms** - DBE flagging firms shall be responsible for ensuring all their dispatched employees meet the required certification and licensing requirements and for furnishing their employees with equipment (in this case, paddles and radios) to perform the committed work. This does not preclude the DBE's employees from supplementing with their own equipment.

**10.00 Termination and Substitution of DBEs** - The Contractor shall notify the Engineer in writing of the termination or substitution of any DBE participating on the project. For Committed DBEs, the Contractor shall obtain written consent from the Engineer before terminating and, if required to meet the assigned DBE contract goal, replacing a Committed DBE with a substitute. Written consent for terminating the performance of any Committed DBE will be granted only where the Contractor can demonstrate good cause that the DBE is unable, unwilling or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or replacement of a Committed DBE will not be consented to based solely on a Contractor's ability to negotiate a more advantageous contract with another subcontractor.

**(a) Contractor Notice of Termination of a Non-Committed DBE** - The Contractor shall notify the Agency in writing of plans to terminate a non-Committed DBE. Include the name of the non-Committed DBE to be terminated, a brief explanation of the reason for termination, and the adjusted DBE subcontract or agreement amount.

**(b) Contractor Written Request to Terminate a Committed DBE** - All Contractor requests to terminate, substitute or replace a Committed DBE, including a partial termination or substitution of work committed to a DBE, shall be in writing and shall include the following information:

- Date the Contractor determined the DBE to be unwilling, unable or ineligible to perform.
- Projected date Contractor will require substitution or replacement DBE to commence work if consent is granted to the request.
- Brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable or ineligible to perform.
- Brief statement of the affected DBE's capacity and ability to perform the work as determined by Contractor.
- Brief statement of facts regarding actions taken by Contractor that are believed to constitute good faith efforts toward enabling the DBE to perform.
- To date percentage of work completed on each bid item by the DBE.
- The total dollar amount paid, per bid item, to date for work performed by the DBE.
- The total dollar amount, per bid item, remaining to be paid to the Committed DBE for work completed, but for which the DBE has not received payment and with which the Contractor has no dispute.
- The total dollar amount, per bid item, remaining to be paid to the DBE for work completed, but for which the DBE has not received payment and over which the Contractor and/or the DBE have dispute.
- A written, signed statement from the DBE, provided the DBE concurs with request to terminate, indicating its unwillingness or inability to perform.

**(c) Contractor Written Notice to Committed DBE of Pending Request to Terminate and Substitute with Another DBE** - The Contractor shall send a copy of the request to terminate and substitute letter to the affected Committed DBE in conjunction to submitting the request to the Engineer. The affected DBE firm may submit a response letter to the Engineer within five Calendar Days of receiving the notice from the Contractor. The affected DBE firm may explain its position concerning performance on the committed work. The Engineer will consider both the Contractor's request and DBE's response and explanation before approving the Contractor's termination and substitution request. If the Contractor is unsuccessful in notifying the affected DBE firm, after trying its best to deliver a copy of its request letter, the Agency may determine that the affected Committed DBE is unable or unwilling to continue the contract and a substitution will be immediately approved by the Engineer.

**(d) Proposed Substitution of Another Certified DBE** - When a Committed DBE substitution shall occur, the Contractor may submit another eligible DBE firm to replace the original committed firm in writing. The Contractor shall submit the name of the DBE firm, the proposed work to be performed, and the dollar amount of the work. The Contractor shall give pertinent information including bid item, item description, bid quantity and unit, unit price, and total price. In addition, the Contractor shall submit a written DBE Work Plan for the requested substitute DBE according to Section 07.00. The dollar value of work to be performed by the substitute DBE shall be in an amount

equal to the dollar value of the amount committed to the terminated DBE, minus the value of work performed to date by the DBE, prior to the request for substitution. Should the Contractor be unable to commit the required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Agency will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal. The Contractor shall document the steps taken to obtain participation which demonstrate the good faith efforts outlined below:

- Evidence that the Contractor attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBE firms of contracting and subcontracting or material supply opportunities available on the project;
- Evidence that the Contractor identified and selected specific economically feasible units of the project to be performed by DBE firms in order to increase the likelihood of participation by DBE firms;
- Evidence that the Contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;
- Evidence that the Contractor provided written notice to a reasonable number of specific DBE firms, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
- Evidence that the Contractor followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. The Contractor should provide the following information as evidence:
  - The names, addresses, and telephone numbers of DBE firms who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBE firms to determine with certainty whether the DBE firms were interested;
  - A description of the information provided to the DBE firms regarding the plans and specifications and estimated quantities for portions of the work to be performed;
  - Documentation of each DBE contacted, but rejected and the reasons for the rejection.
- Evidence that the Contractor provided interested DBE firms with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- Evidence that the Contractor negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- Evidence that the Contractor advised and made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by ODOT or Contractor;
- Evidence that the Contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;
- Evidence that the Contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and

Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

- Evidence that the Contractor used the services of ODOT's Supportive Services Contractor(s).

**11.00 Changes in Work Committed to DBEs** - The Agency will consider the impact on DBE participation in instances where the Agency changes, reduces, or deletes work committed to a DBE at the time of contract award. In such instances, the Contractor shall not be required to replace the work but is encouraged to do so. If the prime Contractor proposes any changes that involve a Committed DBE, the Contractor shall notify the affected DBE of the proposed change, reduction, or deletion of any work committed at the time of contract award prior to executing the change order. The Contractor shall enable the affected DBE to participate in the change order request and will make every effort to maintain the Committed DBE percentage that was the condition of contract award. Documentation of this effort and a letter from the DBE agreeing to the change shall be included with the request.

#### **12.00 Contractor Payments to Subcontractors and Suppliers:**

**(a) DBE-Related Records** - The Contractor shall maintain records of all subcontracts or other agreements entered into with DBE firms and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor or vendor.

**(b) Prompt Payment and Release of Retainage** - The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than ten Calendar Days from receipt of each payment the Contractor receives from the ODOT. The Contractor shall also return retainage payments to each subcontractor within ten Calendar Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer. This policy applies to both DBE and non-DBE contractors.

**(c) Paid Summary Reports** - The Contractor shall submit a "Paid Summary Report" (Form 734-2882) to the Engineer certifying payments made to all of the following:

- All subcontractors
- Committed DBE suppliers
- Non-Committed DBE suppliers and service providers with estimated total payments for the Project over \$10,000.

The Contractor shall submit the completed and signed Paid Summary Report to the Engineer within 20 days of receipt of payment from the Agency for each month in which payments were made to each subcontractor, each Committed DBE supplier, and each non-Committed DBE supplier or service provider with estimated total payments for the Project over \$10,000. At the completion of the project, submit Form 734-2882 recapping the total amounts paid to each subcontractor, and each Committed DBE supplier, and



each non-Committed DBE supplier or service provider with estimated total payments for the Project over \$10,000.

The Contractor shall require each subcontractor at every tier to comply with the requirement to submit Form 734-2882 within 20 days of receipt of payment from its controlling contractor and provide a recap of the total amounts paid at the completion of the project or completion of their Work.

Forms shall be submitted to an email address provided to the Contractor at the Preconstruction Conference.

***The participation of a DBE subcontractor will not be credited towards the Contractor's assigned DBE contract goal, or the overall goal, until the amount being counted toward the goal, and any retainage held by the Contractor has been paid to the DBE.***

**13.00 Remedies** - Failure of any Contractor to meet the requirements cited in Section 01.00(b) constitutes a breach of contract for which the imposition of the following sanctions could occur:

- Temporarily withholding progress payments until the Contractor complies with these provisions through future performance.
- Permanently withholding payment for work already performed in a manner that constitutes a breach of contract.
- Suspension of work according to the Oregon Standard Specifications for Construction, subsections 00150.00 and 00180.70.

Any Bidder or Contractor or subcontractor on a public contract that violates the provisions of ORS 200.075 shall have its right to bid on or participate in any public contract suspended for up to 90 days for a first violation, up to one year for a second violation and up to five years for a third violation.

Each violation shall remain on record for five years. After five years, the violation shall no longer be considered in reviewing future violations.

Failure of a Bidder, Contractor, or subcontractor to comply with the requirements cited in Section 01.00(b) when there appears to be evidence of criminal conduct, shall be referred to the Oregon Department of Justice and/or the FHWA Inspector General for criminal investigation, and if warranted, prosecution.

**14.00 Records and Reports** - The Contractor shall keep such project records as are necessary to determine compliance with these DBE Supplemental Required Contract Provisions, including but not limited to records on equipment usage, fuel consumption, invoicing, and payments. Such records shall include written reports from the DBE Liaison Officer to the Contractor as to the performance of the committed DBE and its performance of a commercially useful function. Contractor shall provide the Engineer with records on equipment and fuel logs and other records needed to verify compliance with commercially useful function and DBE crediting requirements.

**15.00 Further Information** - The Disadvantaged Business Enterprise Supplemental Required Contract Provisions shall be incorporated into and attached to all agreements and contracts on projects financed in whole or in part with federal funds.

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact, in writing, the DBE Program Manager not later than one week prior to the project Bid Opening at [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us).

Other requests may be directed to:

Oregon Department of Transportation  
Office of Civil Rights MS 23  
3930 Fairview Industrial Dr., S.E.  
Salem, OR 97302  
Phone: 503-986-4350  
Fax: 503-986-6382  
[ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us)

## ASSIGNED DBE CONTRACT GOAL

The minimum Assigned **DBE** Contract Goal for this Project is **0%**.

(Overall DBE program goal for ODOT is set at 11.6% for FHWA funded Contracts for federal fiscal years 2018 and 2019.)

A Certification Directory of DBEs is available from the Certification Office of Business Inclusion and Diversity (COBID) website at:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

or by telephone at 503-986-0075.

## REIMBURSABLE FEDERAL ON-THE-JOB and APPRENTICESHIP TRAINING

This Section for Reimbursable Federal On-the-Job Training and Apprenticeship Training supersedes subparagraph B(7-e) of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal Aid Contracts," and is in implementation of 23 U.S.C. 140(a). All other provisions apply.

### SECTION 1: ABBREVIATIONS AND DEFINITIONS

#### (a) Abbreviations

**BOLI** - Bureau of Labor and Industries for the State of Oregon

**EEO** - Equal Employment Opportunity

**OCR** - Office of Civil Rights

**OJT** - On-the-Job Training

#### (b) Definitions

**Affirmative Action** - Contractor's efforts exerted towards achieving equal opportunity through positive, aggressive, and continuous result-oriented measures to correct past and present discriminatory practices and their effects on the conditions and privileges of employment. These measures include, but are not limited to, recruiting, hiring, promotion, upgrading, demotion, transfer, termination, compensation, and training.

**Apprenticeship Training Program** - A specific Apprenticeship Training Program, approved by BOLI, which provides a combination of field and classroom trade specific experience under the supervision of journey level workers. For this Contract, this is a Race and Gender Neutral program.

**OJT Program** - A specific on-the-job training program, approved by the Agency and FHWA, which provides a combination of field, and limited classroom, trade specific experience under the supervision of journey level workers. This is an Affirmative Action program that targets women and minorities.

**Qualified Hours** - Specific On-Site training hours (may include some classroom hours) completed by a properly registered and enrolled trainee consistent with the Contractor's OJT Program or an apprentice consistent with the Apprenticeship Training Program. The Contractor reports these Qualified Hours to the Agency for the OJT and Apprenticeship Training Goal.

**Race and Gender Neutral** - Employment and contracting practices where the ethnicity and the sex of a person are not considered in the evaluation of candidates for employment or bids for the Contract.

**Training Goal** - A fixed quantity of Qualified Hours set by the Agency and included in the bid schedule.

## **SECTION 2: POLICY STATEMENT**

In order to increase the number of trained and skilled workers in highway construction the Agency will set a Training Goal for the Project.

It is the policy of the Agency that the Contractor shall take all necessary and reasonable steps to ensure that trainees and apprentices have the opportunity to participate on highway construction projects and to develop as journey-level workers in the given trade or job classification employed, and to meet this Training Goal.

The Contractor shall adopt the following policy:

It shall be the policy of the Contractor to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin, age or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.

The Training Goal is not intended, and shall not be used to discriminate against any applicant, whether members of a minority group or not.

## **SECTION 3: APPRENTICESHIP TRAINING PROGRAM**

### **(a) General**

Apprentices shall be paid the appropriate rates approved in connection with their stage in the Apprenticeship Training Program.

A valid certification by an appropriate apprenticeship committee that the Contractor is an approved training agent shall be prima facie proof of compliance.

### **(b) EEO Requirements**

The Contractor shall ensure that, without discrimination, minorities and women have an equal employment opportunity to compete for and participate as apprentices while supporting a diverse workforce that is representative of the population.

Apprenticeship training is Race and Gender Neutral, however, the Contractor is still obligated to comply with all applicable EEO requirements.

### **(c) Reports**

The Contractor and each Subcontractor with an Apprenticeship Training Program shall complete and submit the following reports to the Engineer, according to the instructions provided in the respective forms:

- The "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before an apprentice begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors who have contracts that require certified payrolls, regardless of their participation in the apprenticeship.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each apprentice. This Form is used to report Qualified Hours for apprentices and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OCR website at:

<http://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

## **SECTION 4: OJT PROGRAM**

### **(a) EEO Requirements**

The Contractor shall make every effort to enroll minority and women trainees by conducting systematic and direct, meaningful recruitment through public and private sources likely to yield minority and women trainees within a reasonable area of recruitment.

Whenever minorities or women are not placed in OJT positions, the Contractor shall provide documented evidence of Affirmative Action recruitment efforts. The Agency will review the documents of the Contractor's systematic and direct, meaningful recruitment efforts to determine whether the Contractor has complied with the criteria in "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA Form 1273), Section II Nondiscrimination.

When filling OJT positions Contractors are encouraged to hire previously approved trainees who have not yet completed their training.

### **(b) Training Requirements**

The intent of these provisions is to provide real and meaningful training in the construction crafts. Off-Site training is permissible only when it is an integral part of an approved training program and does not comprise a significant part of the overall training. In addition:

- A Contractor, not registered as a training agent, may choose to adopt a standardized OJT Program. Standardized OJT Programs are published at the OCR website at: <http://www.oregon.gov/ODOT/Business/OCR/Pages/Workforce-Development.aspx>
- Some job classifications such as flagger, bookkeeper, clerk/typist or secretary are prohibited from OJT Programs.
- OJT Programs shall always maintain the approved ratio of trainees to journey level workers On-Site.

- OJT Programs shall always maintain the approved types and numbers of equipment On-Site.
- No employee shall be registered as a trainee in any job classification the employee has completed leading to journey level status, or for any job classification in which the employee has been employed as a journey level worker. The Contractor shall keep records, and provide to the Agency, if requested, documents on each trainee.
- Trainees shall be pre-approved by the Agency.

OJT Program trainees shall be paid the journey level rate specified in the contract for the type of work performed.

### **(c) Reports**

The Contractor and each Subcontractor with an OJT Program shall complete and submit the following reports to the Engineer according to the instructions on their respective forms:

- The training program forecast using the "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before the trainee begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted. Attach a copy of the "Training Program Approval Request (TPAR)" (Form 734-2880) to the "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878). The Contractor and trainee must sign and return a copy of the training program that will be utilized. The Contractor shall provide certification to the trainee upon completion of the OJT Program and also submit a copy to OCR. Upon completion of the Contract, a certification shall be given to each trainee and to the Agency to document the number of hours and training completed by the individual.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors (for contracts that require certified payrolls), regardless of their participation in the Apprenticeship or On-the-Job Training programs.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each trainee. This form is used to report Qualified Hours for trainees and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OCR website at:

<http://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

## **SECTION 5: MONITORING AND COMPLIANCE**

The Contractor has the primary responsibility to monitor compliance levels throughout the Contract and to ensure the Training Goal is met. If the Contractor decides any of the training hours are to be provided by a Subcontractor, the Contractor shall ensure that the Subcontract contains the appropriate training clauses that obligate the Subcontractor. This shall not relieve the Contractor of the Contractor's primary responsibility.

At the request of the Agency, the Contractor will meet with the Agency to review records related to training. The Agency, through meetings and progress records provided by the Contractor, will provide the Contractor with informational compliance and reimbursement data including:

- The Contractor's training forecasts compared with the actual Qualified Hours achieved.
- Total Qualified Hours and payment reimbursement summary.
- For information purposes only, consolidated summary reports by OJT craft and apprenticeship crafts.

The Agency will track training activities provided by Contractor for the OJT trainees and apprentices.

## **SECTION 6: MEASUREMENT AND PAYMENT**

### **(a) General**

The quantity of Qualified Hours will be paid for at the Contract unit price of \$20 per hour for the item "Training."

No separate or additional payment will be made for failure to achieve the Training Goal. See (b) below for Disincentive.

No separate or additional payment will be made for Qualified Hours achieved in excess of 150% of the Training Goal. No Disincentive applies.

If the Contractor achieves from 100% to 150% of the Training Goal, the Agency will reimburse the Contractor for Qualified Hours.

After the Second Notification, the Agency will review the final reports required and make adjustments. Any additional reimbursements will be paid on the next Contract payment voucher.

### **Examples of achieving the Training Goal:**

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 100% of the Qualified Hours (fulfilled the goal): therefore 1,000 hours x \$20.00/hr = \$20,000 reimbursed (during progress of the Contract).

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 150% of the Qualified Hours or 1,500 hours (exceeded the goal): therefore 1,500 hours x \$20.00/hr = \$30,000 reimbursed (during progress of the Contract).

Example C: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 1,525 Qualified Hours (exceeded even 150% of the goal): therefore 1,500 hours x \$20.00/hr = pay of \$30,000 reimbursed (during progress of the Contract).



**(b) Disincentive**

If, at the Second Notification, the Contractor has not achieved the Training Goal there will be no payment (disincentive) to the Contractor and no Qualified Hours as follows:

Regardless of all prior partial payments for the Pay Item "Training," a correction equal to 100% of the Pay Item goal times the Pay Item price will be subtracted from the final payment due the Contractor on the next Contract payment voucher.

**Examples of *not* achieving the Training Goal:**

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 500 Qualified Hours (failed to meet the goal): A disincentive applies; therefore  $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$  of \$20,000 will show on the next Contract payment voucher. The previously paid qualified hours ( $500 \times \$20 = \$10,000$ ) under the pay item on vouchers will remain and the net impact in this example will be the \$20,000 deduction offset by the \$10,000 qualified and paid hours for a net reduction of \$10,000.

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves zero Qualified Hours (failed to meet the goal): A disincentive applies; therefore  $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$  of \$20,000 will show on the next Contract payment voucher.

If, as a result of a line item deduction, a net amount is due the Agency, the Contractor shall pay the Agency within 45 Calendar Days of notice of such deficiency.

# Project Wage Rates

[Blank Page]

## PREFACE

**Minimum Wage Requirements** - This Project is subject to both federal and State prevailing wage rate requirements. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e). The applicable federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of Bid Opening apply to this Project.

**Applicable Wages** - Prevailing wage rates published in the following wage determinations and any applicable modifications or amendments apply to this Project and are included below:

- (1) U.S. Department of Labor, "General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and
- (2) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates for Public Works Contracts in Oregon".

[Blank Page]

"General Decision Number: OR20190001 08/30/2019

Superseded General Decision Number: OR20180001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	01/25/2019
2	02/01/2019
3	06/14/2019
4	07/12/2019
5	07/19/2019
6	07/26/2019
7	08/02/2019
8	08/30/2019

BROR001-006 06/01/2018

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	19.83

-----

BROR001-007 06/01/2018

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	19.83

-----

CARP9001-001 06/01/2018

ZONE 1:

Rates	Fringes
-------	---------

Carpenters:

CARPENTERS.....	\$ 37.64	16.83
DIVER STANDBY.....	\$ 49.69	16.83
DIVERS TENDERS.....	\$ 43.73	16.83
DIVERS.....	\$ 87.73	16.83
MANIFOLD AND/OR DECOMPRESSION CHAMBER		
OPERATORS.....	\$ 43.73	16.83
MILLWRIGHTS.....	\$ 38.17	16.83
PILEDRIVERS.....	\$ 38.71	16.83

DEPTH PAY:

- 50 to 100 feet \$1.00 per foot over 50 feet
- 101 to 150 feet 1.50 per foot over 101 feet
- 151 to 200 feet 2.00 per foot over 151 feet

Zone Differential (Add to Zone 1 rates):

- Zone 2 - \$0.85
- Zone 3 - 1.25
- Zone 4 - 1.70
- Zone 5 - 2.00
- Zone 6 - 3.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS,



PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

-----  
\* ELEC0048-006 01/01/2019

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK,  
WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.85	23.57

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

- Zone 1: 31-50 miles \$1.50/hour
- Zone 2: 51-70 miles \$3.50/hour
- Zone 3: 71-90 miles \$5.50/hour
- Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

-----  
ELEC0112-001 06/01/2019

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.35	21.13
ELECTRICIAN.....	\$ 46.05	21.06

-----  
ELEC0280-003 01/01/2019

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.15	17.75
ELECTRICIAN.....	\$ 43.55	19.25

-----

ELEC0291-006 01/01/2019

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 33.83	6%+12.61
ELECTRICIAN.....	\$ 30.75	6%+12.61

-----  
\* ELEC0659-004 02/01/2019

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.09	20.22
ELECTRICIAN.....	\$ 35.19	16.80

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

\*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

-----  
ELEC0932-004 01/01/2018

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.55	17.46

-----  
 ENGI0701-005 01/01/2018

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.47	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;  
 CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;  
 CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS  
 INDICATED:

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 Highway 26 and West of  
 Mile Post 30 on Highway 22 and all jobs or projects located  
 in Yamhill County, Washington County and Columbia County  
 and all jobs or projects located in Clark & Cowlitz County,  
 Washington except that portion of Cowlitz County in the Mt.  
 St. Helens ""Blast Zone"" shall receive Zone I pay for all

classifications.

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 II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

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 II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### Group 1

Concrete Batch Plant and or Wet mix three (3) units or more;  
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments);  
Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over;

Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher

Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

#### Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

#### Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc.

Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

#### Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb



and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

#### Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller

grading (not asphalt); Truck, Crane Oiler-Driver

-----  
IRON0029-004 05/01/2018

	Rates	Fringes
IRONWORKER.....	\$ 37.00	27.87

-----  
LABO0737-001 06/01/2019

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 31.56	14.60

-----  
LABO0737-008 06/01/2018

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.70	13.82
GROUP 2.....	\$ 30.81	13.82
GROUP 3.....	\$ 25.77	13.82

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.85

Zone 3 - 2.00

Zone 4 - 3.00

Zone 5 - 5.00

ZONE 1 - All jobs or projects located within 30 miles of the

respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the  
respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the  
respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the  
respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

#### BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

#### LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc); Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift;

Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter;  
Tammer; Timber Faller and Bucker; Tool Operators (Hand  
Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder,  
Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw  
Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill  
Operator; Grade Checker; Gunite Nozzleman; Hazardous Waste  
Laborer; High Scalers; Laser Beam (Pipe Laying); Loop  
Installation; Manhole Builder; Mold Remediation Laborer;  
Nippers and Timberman; Pipelayer; Powderman; Power Saw  
Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand  
Blasting (Dry); Sewer Timberman; Tugger Operator;  
Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to  
cleaning up floors, ceilings, walls, windows-prior to  
acceptance by the owner); Fire Watch; Landscaper; Traffic  
Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft  
classifications subject to working inside a federally  
designated Hazardous Waste perimeter shall be eligible for  
compensation in accordance with the following group  
schedule relative to the level of Hazardous Waste as  
outline in the specific Hazardous Waste Project Site Safety  
Plan:

H-1 Base Wage Rate when on a hazardous waste site when not  
outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per  
hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per  
hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

-----  
 \* PAIN0055-002 07/01/2019

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.45	12.56

-----  
 \* PAIN0055-033 07/01/2019

	Rates	Fringes
PAINTER		
Area 1: CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HOOD RIVER, MARION, MULTNOMAH, MORROW, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO, WASHINGTON, and YAMHILL Counties		
Painters.....	\$ 25.14	12.90
Area 2: BAKER, BENTON, CROOK, DESCHUTES, GRANT, HARNEY, JEFFERSON, LAKE, LANE, LINN, LINCOLN, MALHEUR, and WHEELER Counties		
Painters.....	\$ 24.14	12.90
Area 3: COOS, CURRY, DOUGLAS, JACKSON, JOSEPHINE, and KLAMATH Counties		
Painters.....	\$ 22.14	12.90

All high work over 60 ft. = base rate + \$0.75

-----  
PLAS0555-001 07/01/2019

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..\$	37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....\$	36.58	18.77
CEMENT MASONS.....\$	35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...\$	36.58	18.77

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,  
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the  
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the  
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the  
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

-----  
TEAM0037-004 06/01/2019

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.08	15.27
GROUP 2.....	\$ 29.20	15.27
GROUP 3.....	\$ 29.34	15.27
GROUP 4.....	\$ 29.62	15.27
GROUP 5.....	\$ 29.85	15.27
GROUP 6.....	\$ 30.03	15.27
GROUP 7.....	\$ 30.24	15.27

Zone Differential (add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

- |        |         |           |
|--------|---------|-----------|
| ALBANY | ASTORIA | BAKER     |
| BEND   | BINGEN  | BROOKINGS |

BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and



trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety

Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

-----  
SUOR1991-003 04/01/1991

Rates                      Fringes

Timber Sales Roads:

LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER, POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"



**AMENDMENTS TO OREGON DETERMINATION 2019-02  
EFFECTIVE OCTOBER 1, 2019**

**TRADE**

**BASIC  
HOURLY  
RATE**

**HOURLY  
FRINGE**

**TRADE**

**BASIC  
HOURLY  
RATE**

**HOURLY  
FRINGE**

**CEMENT MASON**

(This trade is tended by "Concrete Laborer")

Base Rate

Group 1	<b>33.85</b>	<b>20.77</b>
Group 2	<b>34.58</b>	<b>20.77</b>
Group 3	<b>34.58</b>	<b>20.77</b>
Group 4	<b>35.32</b>	<b>20.77</b>

Zone Differential for Cement Mason  
(Add to Basic Hourly Rate)

Zone A	<b>3.00</b> per hour
Zone B	<b>5.00</b> per hour
Zone C	<b>10.00</b> 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.

Reference Cities for Zones A-C (Cement Mason)

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

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.

"Contractor's place of business" shall include not only contractor's principal place of business but also contractor's area office(s) that support contractor's operations in a geographical region. Such area office(s) shall not include project offices(s) established for the duration of a particular project.

**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.

**DRYWALL TAPER**

Zone A (Base Rate)

**38.48**                      **16.71**

Zone Differential for Drywall Taper  
(Add to Zone A Base Rate)

Zone B	<b>1.25</b> per hour
Zone C	<b>1.70</b> per hour
Zone D	<b>2.00</b> per hour
Zone E	<b>3.00</b> per hour
Zone F	<b>5.00</b> per hour
Zone G	<b>10.00</b> per hour

Reference Cities and Dispatch Points for Drywall Taper

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

Local #10  
11105 NE Sandy Blvd.  
Portland, OR 97220

- Zone A: Projects located within 30 miles of the respective city hall of the reference cities and dispatch points 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.





# PREVAILING WAGE RATES

for

## Public Works Contracts in Oregon



**OREGON BUREAU OF LABOR AND INDUSTRIES**

**Val Hoyle  
Commissioner  
Bureau of Labor and Industries**

**Effective: July 1, 2019**





**VAL HOYLE**  
**COMMISSIONER**

**DUKE SHEPARD**  
**DEPUTY COMMISSIONER**

## **BUREAU OF LABOR AND INDUSTRIES**

July 1, 2019

In January and July of each year, the Bureau of Labor and Industries publishes the prevailing wage rates that are required to be paid to workers on non-residential public works projects in the state of Oregon. Quarterly updates are published in April and October.

A separate publication, entitled "[Definitions of Covered Occupations for Public Works Contracts in Oregon](#)," provides occupational definitions used to classify the duties performed on public works projects.

These publications are available electronically on the bureau's website at [www.oregon.gov/boli](http://www.oregon.gov/boli). In order to contain costs and preserve limited budget resources, BOLI is no longer automatically mailing copies of these publications to contracting agencies, contractors, and other interested parties. Those on the agency's mailing list will receive an email notification whenever the publications are amended in the future. One complimentary hard copy of each PWR publication is available upon request by emailing BOLI at [pwremail@boli.state.or.us](mailto:pwremail@boli.state.or.us) or calling 971-673-0838. Additional copies are available at cost, plus postage.

Also available on the bureau's website is a link to the federal Davis-Bacon rates. This link is posted in order to assist contractors and public agencies in determining which rates to pay on projects in Oregon subject to BOTH the state PWR and federal Davis-Bacon Act. The higher of the wage rates must be paid on such projects.

Unless specifically exempted by state law, prevailing wage rates are the minimum wages that must be paid to all workers employed on all public works. These rates are determined using data collected from a statewide construction industry wage survey of occupations and crafts performing commercial building and heavy and highway construction in 14 geographic regions of the state.

ORS 279C.830 requires that the applicable wage rates be incorporated into all bid specifications for public works contracts subject to the PWR law. A statement incorporating the applicable prevailing wage rate publication and any amendments thereto or Davis-Bacon wage rate determination into the specifications *by reference* will satisfy these requirements. Such reference must include the title of the applicable wage rates publication or determination and the date of the publication or determination as well as the date of any applicable amendments. A provision that prevailing wage rates must be paid must also appear in the contract.

Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. There are some exceptions to this rule. For example, if during the bidding process, the prevailing wage rates change, the public agency has the option of amending the bid specifications to reflect such changes. If a Construction Manager/General Contractor (CM/GC) is used on the project, the rates in effect at the time the CM/GC contract becomes a public works contract are the applicable rates to be used for the duration of the project. (See OAR 839-025-0020 for more information.) Note that the applicable rates for purposes of compliance with the federal Davis-Bacon Act may be different than the applicable rates for purposes of compliance with Oregon's prevailing wage rate laws. The effective federal rates will be those as determined under 29 CFR 1.6.

If you have any questions regarding application of the state PWR law or the applicable rates to be paid on any project, contact the bureau's Prevailing Wage Coordinator in Portland at (971) 673-0839.

Val Hoyle  
Commissioner  
Bureau of Labor and Industries



## TABLE OF CONTENTS

JULY 1, 2019

How to Look up a Rate/BOLI Offices.....	1
Public Works Bonds.....	2
PWR Survey Wage Rate Appeal Process.....	3
PWR Required Postings.....	4
Map of Prevailing Wage Rate Regions.....	5
<b>Occupations by Regions</b>	
Region 1 - Clatsop, Columbia and Tillamook Counties.....	6
Region 2 - Clackamas, Multnomah and Washington Counties.....	8
Region 3 - Polk, Marion and Yamhill Counties.....	10
Region 4 - Benton, Lincoln and Linn Counties.....	12
Region 5 - Lane County.....	14
Region 6 - Douglas County.....	16
Region 7 - Coos and Curry Counties.....	18
Region 8 - Jackson and Josephine Counties.....	20
Region 9 - Hood River, Sherman and Wasco Counties.....	22
Region 10 - Crook, Deschutes and Jefferson Counties.....	24
Region 11 - Klamath and Lake Counties.....	26
Region 12 - Gilliam, Grant, Morrow, Umatilla and Wheeler Counties.....	28
Region 13 - Baker, Union and Wallowa Counties.....	30
Region 14 - Harney and Malheur Counties.....	32
Appendix.....	35
List of Ineligible Contractors.....	53
Forms.....	59

BOLI forms necessary to comply with ORS 279C.800 through ORS 279C.870 may be found in the back of this booklet. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

**All of the information in this booklet can be accessed and printed from the Internet at: [www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)**

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. Additional copies of this booklet are available at cost, plus postage.



# HOW TO LOOK UP A RATE

## 1. When was the project first advertised for bid?

For purposes of compliance with Oregon's prevailing wage rate laws, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. (See OAR 839-025-0020(6) for information about projects using a CM/GC.)

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

Using the booklet, [Definitions of Covered Occupations](#) find the definition that most closely matches the actual work being performed by the worker. If you have any questions about work classifications, contact BOLI at the number below.

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

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

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

If so, use it. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate; it is the combination of these two amounts that must be paid to the worker.

## 5. If the book directs you to "See Appendix," go to the back of the book and use the rate listed in the Appendix pages. It may include a group number, shift differential, hazard pay and/or zone pay which are added to the hourly base rate.

## 6. Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may contact BOLI at (971) 673-0839 for the applicable hourly fringe rate.

## 7. If you still don't know CALL BOLI at (971) 673-0839.

A short video is also available at [www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx).

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

### BOLI Office Locations

Eugene	1400 Executive Parkway, Suite 200 Eugene, OR 97401	(541) 686-7623
Portland	800 NE Oregon St., #1045 Portland, OR 97232	(971) 673-0761
Salem	3865 Wolverine St. NE, Bldg. E-1 Salem, OR 97305	(503) 378-3292



# 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** "**PUBLIC WORKS BOND**" with the Construction Contractor's Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

- This bond is to be **USED EXCLUSIVELY FOR UNPAID WAGES** determined to be due by the Bureau of Labor and Industries (BOLI).
- The bond **MUST** be filed **BEFORE STARTING WORK** on a prevailing wage rate project.
- The bond is in effect **CONTINUOUSLY** (do not have to have one per project).
- **BEFORE PERMITTING A SUBCONTRACTOR TO START WORK** on a public works project, **CONTRACTORS MUST VERIFY** their subcontractors have either filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- 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, woman-owned 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).

## ORS 279C.830(2) requires:

That the **specifications** for every contract for public works shall contain a provision 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 shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- 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 must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless otherwise exempt.

# PWR SURVEY WAGE RATE APPEAL PROCESS

- 1) Anyone wishing to challenge or appeal a survey rate determination should submit their request in writing to the commissioner.
- 2) The appeal should include:
  - a) a complete description of the “problem,” including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
  - b) recommendations for how the rate could be more accurately determined.
- 3) The written appeal will be reviewed by the Wage and Hour Division which will recommend to the commissioner a course of action and proposed time frame for addressing the issue (such as a recommendation that further information be obtained, an investigation or study of the matter be conducted, a rate amendment or correction be issued, the next survey be modified, etc.).
- 4) The commissioner will review the division’s recommendation and either approve, disapprove or modify the recommendation. (The PWR Advisory Committee may be consulted in some matters as deemed appropriate by the commissioner.)
- 5) The requesting party will be notified of the commissioner’s decision.

# **PWR REQUIRED POSTINGS**

## **ALL CONTRACTORS AND SUBCONTRACTORS**

### **PREVAILING WAGE RATES**

Each and every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in a conspicuous place at the work site so workers have ready access to the information. ORS 279C.840(4); OAR 839-025-0033(1).

### **DETAILS OF FRINGE BENEFIT PROGRAMS**

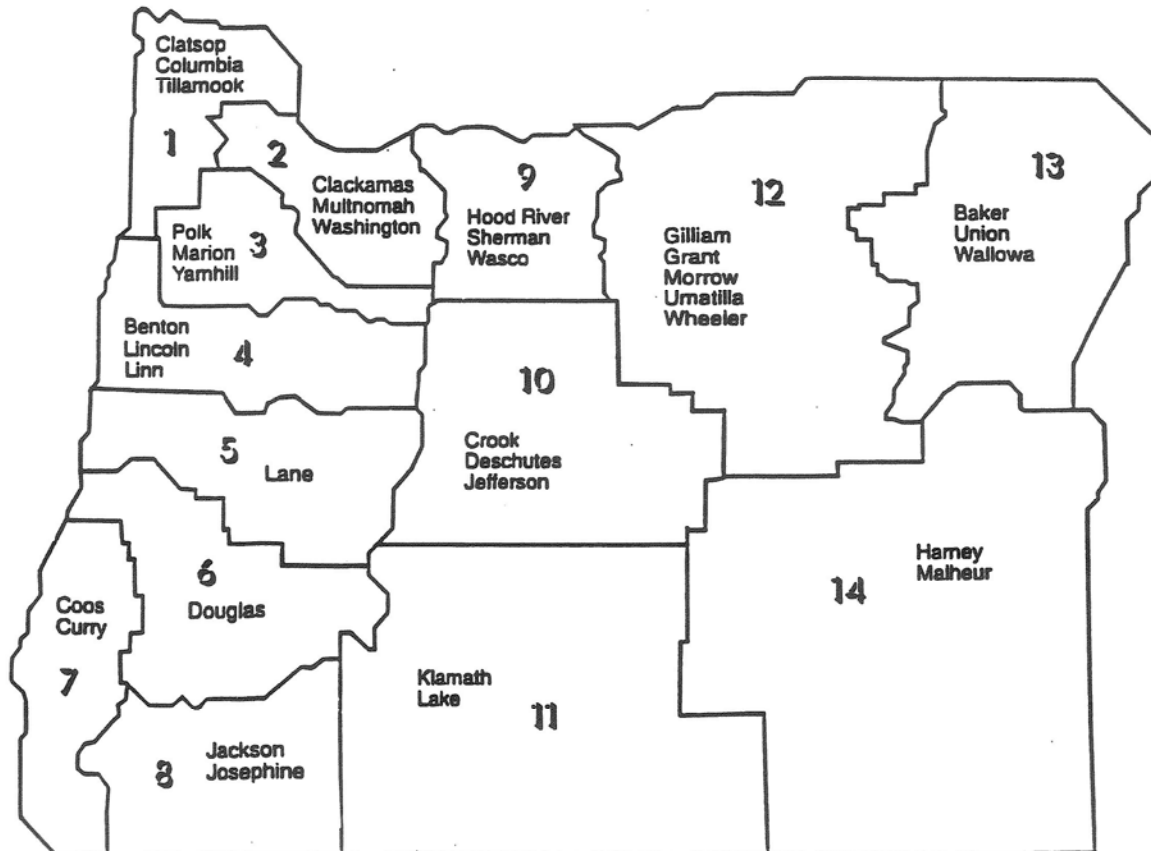
When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. The posting 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 a conspicuous place at the work site in the same location as the prevailing wage rates (see above). ORS 279C.840(5); OAR 839-025-0033(2)

### **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.540(2); OAR 839-025-0034.

# PREVAILING WAGE RATES OCCUPATIONS BY REGIONS

## PREVAILING WAGE RATE REGIONS



REGION #1  
Clatsop, Columbia and Tillamook Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	See Appendix	See Appendix
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION # 1  
 Clatsop, Columbia and Tillamook Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #2  
 Clackamas, Multnomah and Washington Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter (See Carpenter Group 5)	\$36.07	\$15.26
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #2  
 Clackamas, Multnomah, and Washington Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74



REGION #3  
Marion, Polk and Yamhill Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #3  
 Marion, Polk and Yamhill Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #4

Benton, Lincoln and Linn Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Labor Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	\$45.93	\$16.25
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #4

Benton, Lincoln and Linn Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #5  
Lane County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #5  
Lane County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #6  
Douglas County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Material Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$33.00	\$19.35
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	\$45.93	\$16.25
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$43.17	\$24.74
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #6  
Douglas County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74



REGION #7  
Coos and Curry Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	\$45.93	\$16.25
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #7  
Coos and Curry Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	\$22.99	\$14.00
Truck Driver – All Groups	\$22.25	\$6.74

REGION #8  
 Jackson and Josephine Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #8  
 Jackson and Josephine Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	\$22.99	\$14.00
Truck Driver – All Groups	\$22.25	\$6.74

REGION #9  
Hood River, Sherman and Wasco Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 5)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #9  
Hood River, Sherman and Wasco Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #10  
 Crook, Deschutes and Jefferson Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$35.65	\$17.38
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10  
 Crook, Deschutes and Jefferson Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74



REGION #11  
Klamath and Lake Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$35.65	\$17.38
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$43.17	\$24.74
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #11  
 Klamath and Lake Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	\$22.99	\$14.00
Truck Driver – All Groups	\$22.25	\$6.74

REGION #12  
 Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$35.65	\$17.38
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #12  
 Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #13  
 Baker, Union and Wallowa Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	\$40.94	\$17.99
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	\$45.93	\$16.25
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	\$38.50	\$14.27
Power Equipment Operator Group 1A	\$42.96	\$14.67
Power Equipment Operator Group 1B	\$47.13	\$14.21
Power Equipment Operator Group 2	\$33.07	\$12.72
Power Equipment Operator Group 3	\$31.79	\$11.18
Power Equipment Operator Group 4	\$31.82	\$10.98
Power Equipment Operator Group 5	\$30.93	\$10.49
Power Equipment Operator Group 6	\$27.70	\$11.98

REGION #13  
 Baker, Union and Wallowa Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #14  
Harney and Malheur Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	\$40.94	\$17.99
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$35.65	\$17.38
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$43.17	\$24.74
Power Equipment Operator Group 1	\$38.50	\$14.27
Power Equipment Operator Group 1A	\$42.96	\$14.67
Power Equipment Operator Group 1B	\$47.13	\$14.21
Power Equipment Operator Group 2	\$33.07	\$12.72
Power Equipment Operator Group 3	\$31.79	\$11.18
Power Equipment Operator Group 4	\$31.82	\$10.98
Power Equipment Operator Group 5	\$30.93	\$10.49
Power Equipment Operator Group 6	\$27.70	\$11.98

REGION #14  
Harney and Malheur Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74





# APPENDIX

JULY 1, 2019

## Collectively Bargained Rates

(To be used only when referred to in the Regions pages 6-33)



## JULY 1, 2019 APPENDIX

*The Appendix rates are Collectively Bargained Rates to be used **ONLY** for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 **BEFORE** using rates in this section.*

*Rates in this section may include premium pay such as shift differential, hazard pay and/or a zone pay differential which is added to the hourly base rate.*

*Using the booklet, [Definitions of Covered Occupations](#), find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.*

Asbestos Worker/Insulator .....	38
Boilermaker .....	38
Bricklayer/Stonemason .....	38
Bridge and Highway Carpenter (See Carpenter Group 5) .....	38
Carpenter .....	38
Cement Mason .....	39
Diver .....	39
Diver Tender .....	39
Dredger .....	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer .....	40
Drywall Taper (See Painter & Drywall Taper) .....	45
Electrician .....	41
Elevator Constructor, Installer and Mechanic .....	43
Glazier .....	43
Hazardous Materials Handler .....	43
Highway/Parking Striper .....	43
Ironworker .....	43
Laborer .....	43
Limited Energy Electrician .....	44
Line Constructor .....	45
Marble Setter .....	45
Millwright Group 1 & 2 (See Carpenter Group 3 & 4) .....	38
Painter .....	45
Piledriver (See Carpenter Group 6) .....	38
Plasterer and Stucco Mason .....	45
Plumber/Pipefitter/Steamfitter .....	46
Power Equipment Operator .....	46
Rofer .....	48
Sheet Metal Worker .....	48
Soft Floor Layer .....	49
Sprinkler Fitter .....	49
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier) .....	49
Tender to Plasterer and Stucco Mason .....	49
Testing and Balancing (TAB) Technician .....	50
Tilesetter/Terrazzo Worker: Hard Tilesetter .....	50
Tile, Terrazzo, and Marble Finisher .....	50
Truck Driver .....	50
MAP: Power Equipment Operator, Zone 1 .....	51

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**ASBESTOS WORKER/INSULATOR**

**50.67    22.37**

Firestop Containment    **34.91    15.91**

**BOILERMAKER**                    **38.56    30.33**

**BRICKLAYER/STONEMASON**

**40.00    20.32**

(This trade is tended by "Tenders to Mason Trades")

(Add \$1.00 per hour to Fringe for Refractory repair work)

**CARPENTER**

Zone A (Base Rate)

Group 1	<b>37.64</b>	<b>16.83</b>
Group 2	<b>37.79</b>	<b>16.83</b>
Group 3	<b>38.17</b>	<b>16.83</b>
Group 4	<b>38.35</b>	<b>16.83</b>
Group 5	<b>38.17</b>	<b>16.83</b>
Group 6	<b>38.71</b>	<b>16.83</b>

Zone Differential for Carpenters  
(Add to Zone A Base Rate)

Zone B	<b>1.25</b> per hour
Zone C	<b>1.70</b> per hour
Zone D	<b>2.00</b> per hour
Zone E	<b>3.00</b> per hour
Zone F	<b>5.00</b> per hour
Zone G	<b>10.00</b> 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.

**CARPENTER** (continued)

Reference Cities for Group 1 and 2 Carpenters

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

Group 3  
(Millwright Group-I)

Group 4  
(Millwright Group-II)

Zones for Groups 3 and 4 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 for the appropriate group shown, whichever is closer

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5  
(Bridge & Highway  
Carpenter)

Group 6  
(Piledriver)

Zones for Groups 5 and 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 for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	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 project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**CARPENTER** (continued)

Welders receive \$1.75/hour above their group's rate with an eight (8) hour minimum.

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

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

**CEMENT MASON**

(This trade is tended by "Concrete Laborer")

Base Rate

Group 1	<b>32.10</b>	<b>20.17</b>
Group 2	<b>32.80</b>	<b>20.17</b>
Group 3	<b>32.80</b>	<b>20.17</b>
Group 4	<b>33.50</b>	<b>20.17</b>

Zone Differential for Cement Mason  
(Add to Basic Hourly Rate)

Zone A	<b>3.00</b> per hour
Zone B	<b>5.00</b> per hour
Zone C	<b>10.00</b> 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.

Reference Cities for Zones A-C (Cement Mason)

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

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.

"Contractor's place of business" shall include not only contractor's principal place of business but also contractor's area office(s) that support contractor's operations in a geographical region. Such area office(s) shall not include project offices(s) established for the duration of a particular project.

**CEMENT MASON** (continued)

**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)

<b>DIVER</b>	<b>87.73</b>	<b>16.83</b>
<b>DIVER TENDER</b>	<b>43.73</b>	<b>16.83</b>

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

Zone Differential for Diver/Diver Tender  
(Add to Zone 1 Base Rate)

Zone 2	<b>.85</b> per hour
Zone 3	<b>1.25</b> per hour
Zone 4	<b>1.70</b> per hour
Zone 5	<b>2.00</b> per hour
Zone 6	<b>3.00</b> per hour
Zone 7	<b>5.00</b> 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 from the city hall of employee's home local.

Reference Cities for Diver/Diver Tender

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

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**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) 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).

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

Basic Hourly Rate	+	Hourly Depth Pay	+	Hourly Enclosure Pay	=	Diver Total Hourly Pay Rate
-------------------------	---	------------------------	---	----------------------------	---	--------------------------------------

Diver Depth Pay:

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
----------------------	-------------------------

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 ft.

Depth shall be figured from the surface to the actual depth where the diving work is being performed.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled

<u>In the Enclosure</u>	<u>Hourly Enclosure Pay</u>
-------------------------	-----------------------------

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)	<b>45.96</b>	<b>14.35</b>
Assistant Engineer (Watch Engineer, Mechanic Machinist)	<b>42.80</b>	<b>14.35</b>
Tenderman (Boatman Attending Dredge Plant) Fireman	<b>41.31</b>	<b>14.35</b>
Fill Equipment Operator	<b>40.14</b>	<b>14.35</b>
Assistant Mate	<b>37.44</b>	<b>14.35</b>

Zone Differential for Dredgers  
(Add to Zone A Base Rate)

Zone B	<b>3.00</b> per hour
Zone C	<b>6.00</b> 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.

**DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER**

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	<b>37.93</b>	<b>16.54</b>
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	<b>37.93</b>	<b>16.54</b>

See Zone Differential on page 41

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	-------------------------	---------------------------	--------------	-------------------------	---------------------------

**DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER** (continued)

Zone Differential for Drywall, Lather, Acoustical Carpenter & Ceiling Installer  
(Add to Zone 1 Base Rate)

Zone mileage based on road miles:

Zone B	31-40 miles	<b>1.25</b> per hour
Zone C	41-50 miles	<b>1.70</b> per hour
Zone D	51-60 miles	<b>2.00</b> per hour
Zone E	61-70 miles	<b>3.00</b> per hour
Zone F	71-100 miles	<b>5.00</b> per hour
Zone G	101 or more	<b>10.00</b> per hour

The correct transportation allowance shall be based on road mileage from the City Hall of the local union having jurisdiction of the job or other transportation reference cities herein listed.

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

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

**ELECTRICIAN**

**Area 1**

Electrician	<b>31.65</b>	<b>15.16</b>
Cable Splicer	<b>34.82</b>	<b>15.34</b>

Reference Counties Area 1

Malheur

**Area 2**

Electrician	<b>46.05</b>	<b>21.06</b>
Cable Splicer	<b>48.35</b>	<b>21.13</b>

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

**ELECTRICIAN** (continued)

- 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**

Electrician	<b>40.00</b>	<b>19.55</b>
-------------	--------------	--------------

Reference Counties Area 3

Coos Curry	Douglas (a) Lane (a)	Lincoln
---------------	-------------------------	---------

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

Shift Differential

1 <sup>st</sup> Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 <sup>nd</sup> Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 <sup>rd</sup> Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

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



**OREGON DETERMINATION 2019-02**

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**ELECTRICIAN** (continued)

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

**Area 4**

Electrician	<b>43.55</b>	<b>19.25</b>
Cable Splicer	<b>47.91</b>	<b>19.38</b>
Lighting Maintenance/ Material Handlers	<b>19.57</b>	<b>9.84</b>

Reference Counties Area 4

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

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

(c) South half

Shift Differential

1 <sup>st</sup> Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 <sup>nd</sup> Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 <sup>rd</sup> Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

**Area 5**

Electrician	<b>44.85</b>	<b>24.87</b>
Electrical Welder	<b>49.34</b>	<b>25.00</b>
Material Handler/ Lighting Maintenance	<b>25.56</b>	<b>16.44</b>

Reference Counties Area 5

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

(d) North Half

**ELECTRICIAN** (continued)

Shift Differential

1 <sup>st</sup> Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 <sup>nd</sup> Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 <sup>rd</sup> Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

**Zone Pay for Area 5 Electrician and Electrical Welder**

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	<b>1.50</b> per hour
Zone 2	51-70 miles	<b>3.50</b> per hour
Zone 3	71-90 miles	<b>5.50</b> per hour
Zone 4	Beyond 90	<b>9.00</b> 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**

Electrician	<b>35.19</b>	<b>16.80</b>
Lighting Maintenance and Material Handlers	<b>16.97</b>	<b>9.76</b>

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

See Shift Differential on page 43

**OREGON DETERMINATION 2019-02**

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**ELECTRICIAN** (continued)

	<u>Shift Differential</u>	
1 <sup>st</sup> Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 <sup>nd</sup> 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 <sup>rd</sup> Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

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 of 50 to 90 feet from the ground or supporting structures shall be paid 1-1/2 times the base rate of pay.

**ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC**

**Area 1**

Mechanic	<b>54.09</b>	<b>39.72</b>
	<u>Reference Counties Area 1</u>	
Baker	Umatilla	Union Wallowa

**Area 2**

Mechanic	<b>54.32</b>	<b>39.74</b>
	<u>Reference Counties Area 2</u>	
	All remaining Counties	

**GLAZIER**                      **39.15**      **22.62**

(Add \$1.00 to base rate if safety belt is required by State safety regulations)

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

**HAZARDOUS MATERIALS HANDLER**

**25.03      12.68**

**HIGHWAY/PARKING STRIPER**

**35.22      12.90**

Shift Differential  
(Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am)

**IRONWORKER**

Zone 1 (Base Rate):                      **37.00      25.87**

Zone Differential for Ironworker  
(Add to Basic Hourly Rate)

Zone 2    **5.00/hr.** or \$40.00 maximum per day  
Zone 3    **8.13/hr.** or \$65.00 maximum per day  
Zone 4    **10.63/hr.** or \$85.00 maximum per day

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

**Note:** Zone pay for Ironworkers shall be determined using AAA road mileage 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	<b>30.82</b>	<b>14.57</b>
Group 2	<b>31.97</b>	<b>14.57</b>
Group 3	<b>26.72</b>	<b>14.57</b>

**Note:** A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

See Zone Differential on page 44

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	-------------------------	---------------------------	--------------	-------------------------	---------------------------

**LABORER** (continued)

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	3.00 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.

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).

**LIMITED ENERGY ELECTRICIAN**

<b><u>Area 1</u></b>	<b>20.00</b>	<b>9.85</b>
----------------------	--------------	-------------

Reference Counties Area 1

Malheur

<b><u>Area 2</u></b>	<b>29.42</b>	<b>13.29</b>
----------------------	--------------	--------------

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

**LIMITED ENERGY ELECTRICIAN** (continued)

<b><u>Area 3</u></b>	<b>30.95</b>	<b>16.73</b>
----------------------	--------------	--------------

Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

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

<b><u>Area 4</u></b>	<b>32.63</b>	<b>14.48</b>
----------------------	--------------	--------------

Reference Counties Area 4

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

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

(c) South half

<b><u>Area 5</u></b>	<b>36.00</b>	<b>21.21</b>
----------------------	--------------	--------------

Reference Counties Area 5

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

(d) North Half

<b><u>Area 6</u></b>	<b>28.40</b>	<b>13.35</b>
----------------------	--------------	--------------

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**LINE CONSTRUCTOR**

**Area 1**

Group 1	<b>59.09</b>	<b>20.50</b>
Group 2	<b>52.76</b>	<b>20.22</b>
Group 3	<b>30.05</b>	<b>12.94</b>
Group 4	<b>45.37</b>	<b>16.69</b>
Group 5	<b>39.57</b>	<b>14.98</b>
Group 6	<b>33.24</b>	<b>14.70</b>
Group 7	<b>18.14</b>	<b>10.44</b>

Reference Counties Area 1

All counties except Malheur County

**Area 2**

Cable Splicer	<b>53.11</b>	<b>16.83</b>
Journeyman Lineman	<b>48.09</b>	<b>16.33</b>
Line Equip. Operator	<b>39.99</b>	<b>15.45</b>
Groundman	<b>28.39</b>	<b>13.07</b>

Reference County Area 2

Malheur County

**MARBLE SETTER**                      **41.00**      **20.32**

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

**PAINTER & DRYWALL TAPER**

COMMERCIAL PAINTING	<b>23.94</b>	<b>13.04</b>
INDUSTRIAL PAINTING	<b>25.14</b>	<b>13.04</b>
BRIDGE PAINTING	<b>29.96</b>	<b>13.04</b>

(Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for all wage classifications)

(Add \$0.60 to base rate for sandblasting, spray painting and working in confined spaces)

**DRYWALL TAPER**

Zone A (Base Rate)

<b>36.98</b>	<b>15.44</b>
--------------	--------------

**PAINTER & DRYWALL TAPER** (continued)

Zone Differential for Drywall Taper  
(Add to Zone A Base Rate)

Zone B	<b>1.25</b> per hour
Zone C	<b>1.70</b> per hour
Zone D	<b>2.00</b> per hour
Zone E	<b>3.00</b> per hour
Zone F	<b>5.00</b> per hour
Zone G	<b>10.00</b> per hour

Reference Cities and Dispatch Points for Drywall Taper

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

Local #10  
11105 NE Sandy Blvd.  
Portland, OR 97220

Zone A: Projects located within 30 miles of the respective city hall of the reference cities and dispatch points 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.

**PLASTERER AND STUCCO MASON**

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

Zone A (Base Rate)

Plasterer	<b>35.79</b>	<b>16.58</b>
Swinging Scaffold	<b>36.79</b>	<b>16.58</b>
Nozzleman	<b>37.79</b>	<b>16.58</b>

Zone Differential for Plasterer and Stucco Mason  
(Add to Zone A Base Rate)

Zone B	<b>.85</b> per hour
Zone C	<b>1.25</b> per hour
Zone D	<b>1.70</b> per hour
Zone E	<b>2.00</b> per hour
Zone F	<b>3.00</b> per hour
Zone G	<b>5.00</b> per hour
Zone H	<b>10.50</b> per hour for 8 hours

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------

**PLASTERER AND STUCCO MASON** (continued)

Zone A: Projects located within 30 miles of the respective city hall of the reference cities listed below.

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, but less than 300 miles.

Zone H: More than 300 miles.

Reference Cities for Plasterer & Stucco Mason

Bend	Medford	Salem
Eugene	Portland	

**PLUMBER/PIPEFITTER/STEAMFITTER**

<b><u>Area 1</u></b>	<b>31.00</b>	<b>15.57</b>
----------------------	--------------	--------------

Reference Counties Area 1

Baker	Harney (a)	Malheur
-------	------------	---------

(a) Except that portion which lies North and West of a North-South line drawn from the town of John Day to a point five miles east of the town of Burns and three miles South of Burns thence on an airline through the town of Wagontire West to the county line.

(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)

Zone Differential for Area 1  
Plumbers/Pipefitters/Steamfitters  
(Add to Base Rate)

Zone 1	<b>2.50</b> per hour
Zone 2	<b>3.50</b> per hour
Zone 3	<b>5.00</b> 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.

There shall be a maximum of ten (10) hours of zone pay per workday.

**PLUMBER/PIPEFITTER/STEAMFITTER** (continued)

<b><u>Area 2</u></b>	<b>50.47</b>	<b>32.17</b>
----------------------	--------------	--------------

Reference Counties Area 2

Grant	Umatilla	Wallowa
Morrow	Union	

Zone Differential for Area 2  
(Add to Base Rate)

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

Zone mileage based on road miles:

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

(Add \$1.00 to base rate if it is possible for worker to fall 35 ft. or more, or if required to wear a fresh-air mask or similar equipment for 1 hour minimum increments)

<b><u>Area 3</u></b>	<b>45.95</b>	<b>31.50</b>
----------------------	--------------	--------------

Reference Counties Area 3

Benton	Deschutes	Klamath	Polk
Clackamas	Douglas	Lake	Sherman
Clatsop	Gilliam	Lane	Tillamook
Columbia	Hood River	Lincoln	Wasco
Coos	Jackson	Linn	Washington
Crook	Jefferson	Marion	Wheeler
Curry	Josephine	Multnomah	Yamhill

**POWER EQUIPMENT OPERATOR**

Zone 1 (Base Rate)

Group 1	<b>43.15</b>	<b>14.60</b>
Group 1A	<b>45.31</b>	<b>14.60</b>
Group 1B	<b>47.47</b>	<b>14.60</b>
Group 2	<b>41.24</b>	<b>14.60</b>
Group 3	<b>40.09</b>	<b>14.60</b>
Group 4	<b>39.01</b>	<b>14.60</b>
Group 5	<b>37.77</b>	<b>14.60</b>
Group 6	<b>34.55</b>	<b>14.60</b>

(Group 4 Tunnel Boring Machine Mechanic add \$10.00/hour hyperbaric pay)

See Zone Differential on page 47

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**POWER EQUIPMENT OPERATOR** (continued)

**Note:** A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

(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)

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.

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

Zone 2	<b>3.00</b> per hour
Zone 3	<b>6.00</b> per hour

**For projects in the following metropolitan counties:**

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

**POWER EQUIPMENT OPERATOR** (continued)

**See map on page 51 for Zone 1 of this classification**

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

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

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

**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).

**OREGON DETERMINATION 2019-02**

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**ROOFER**

**Area 1**

Roofer	<b>34.63</b>	<b>19.37</b>
Handling coal tar pitch	<b>38.09</b>	<b>19.37</b>
Remove fiberglass insulation	<b>38.09</b>	<b>19.37</b>

Reference Counties Area 1

Baker	Gilliam	Multnomah	Washington
Clackamas	Grant	Sherman	Wheeler
Clatsop	Hood River	Tillamook	
Columbia	Jefferson	Wasco	

**Area 2**

Roofer	<b>28.05</b>	<b>18.54</b>
Handling coal tar pitch	<b>30.05</b>	<b>18.54</b>
Remove fiberglass insulation	<b>29.55</b>	<b>18.54</b>

Reference Counties Area 2

Benton	Douglas	Lake	Marion
Coos	Harney	Lane	Polk
Crook	Jackson	Lincoln	Yamhill
Curry	Josephine	Linn	
Deschutes	Klamath	Malheur	

**Area 4**

Roofers	<b>27.48</b>	<b>12.73</b>
---------	--------------	--------------

Reference Counties Area 4

Umatilla	Union	Wallowa
----------	-------	---------

(Add \$2.00 to basic hourly rate for employees working with irritable bituminous materials)

(Add \$2.00 to basic hourly rate for employees removing fiberglass insulation)

**Area 5**

Roofers	<b>27.43</b>	<b>12.78</b>
---------	--------------	--------------

Reference County for Area 5

Morrow
--------

(Add \$3.00 to base rate for employees working with irritable and pitch bituminous materials)

**SHEET METAL WORKER**

**Area 1**

<b>40.29</b>	<b>21.61</b>
--------------	--------------

Reference Counties Area 1

Benton	Grant	Multnomah	Washington
Clackamas	Hood River	Polk	Wheeler
Clatsop	Lincoln	Sherman	Yamhill
Columbia	Linn	Tillamook	
Gilliam	Marion	Wasco	

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

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

**Area 2**

<b>26.66</b>	<b>18.26</b>
--------------	--------------

Reference Counties Area 2

Baker	Malheur
-------	---------

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

**Area 3**

<b>36.90</b>	<b>21.17</b>
--------------	--------------

Reference Counties Area 3

Morrow	Umatilla	Union	Wallowa
--------	----------	-------	---------

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

**Area 4**

<b>33.39</b>	<b>19.47</b>
--------------	--------------

Reference Counties Area 4

Douglas	Lane
---------	------

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

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

**OREGON DETERMINATION 2019-02**

**TRADE**                      **HOURLY BASE RATE**    **HOURLY FRINGE RATE**

**TRADE**                      **HOURLY BASE RATE**    **HOURLY FRINGE RATE**

**SHEETMETAL WORKER** (continued)

**Area 5**                                      **33.67**      **20.48**

Reference Counties Area 5

Coos

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

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

**Area 6**                                      **28.37**      **18.50**

Reference Counties Area 6

Curry                      Jackson                      Klamath  
Harney                      Josephine                      Lake

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

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

**Area 7**                                      **31.12**      **18.15**

Reference Counties Area 7

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 base rate for work where a worker is exposed to resins, chemicals or acid)

**SOFT FLOOR LAYER**                      **29.50**      **18.24**

**SPRINKLER FITTER**

**Area 1**                                      **39.21**      **23.02**

Reference Counties Area 1

Benton                      Deschutes                      Klamath                      Polk  
Clackamas                      Douglas                      Lake                      Sherman  
Clatsop                      Harney                      Lane                      Tillamook  
Columbia                      Hood River                      Lincoln                      Wasco  
Coos                      Jackson                      Linn                      Washington  
Crook                      Jefferson                      Marion                      Wheeler  
Curry                      Josephine                      Multnomah                      Yamhill

**SPRINKLER FITTER** (continued)

**Area 2**                                      **33.75**      **22.92**

Reference Counties Area 2

Baker                      Grant                      Morrow                      Union  
Gilliam                      Malheur                      Umatilla                      Wallowa

**TENDERS TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)**

**33.74**      **14.60**

(Add \$0.50 to base rate for Refractory work)

**TENDER TO PLASTERER AND STUCCO MASON**

Zone A (Base Rate)  
**33.30**      **14.79**

Zone Differential for Tender to Plasterer and Stucco Mason  
(Add to Zone A Base Rate)

Zone B                      **.85** per hour  
Zone C                      **1.25** per hour  
Zone D                      **1.70** per hour  
Zone E                      **2.00** per hour  
Zone F                      **3.00** per hour  
Zone G                      **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 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

Astoria                      Coos Bay                      Medford                      Roseburg  
Bend                      Eugene                      Pendleton                      Salem  
Corvallis                      Klamath Falls                      Portland                      The Dalles

(Add \$0.50 to base rate for Refractory work)



<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
--------------	---------------------------------	-----------------------------------	--------------	---------------------------------	-----------------------------------

**TESTING AND BALANCING (TAB) TECHNICIAN**

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

**TILESETTER/TERRAZZO WORKER: Hard Tilesetter**

**34.25      18.87**

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

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkox or acetylene black grouting)

**TILE, TERRAZZO, AND MARBLE FINISHER**

1. TILE, TERRAZZO FINISHER

**26.10      13.76**

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkox or acetylene black grouting)

2. BRICK AND MARBLE FINISHER

**26.10      13.89**

(Add \$1.00 to base rate for Refractory work)

**TRUCK DRIVER**

Zone A (Base Rate)

Group 1	<b>29.08</b>	<b>15.27</b>
Group 2	<b>29.20</b>	<b>15.27</b>
Group 3	<b>29.34</b>	<b>15.27</b>
Group 4	<b>29.62</b>	<b>15.27</b>
Group 5	<b>29.85</b>	<b>15.27</b>
Group 6	<b>30.03</b>	<b>15.27</b>
Group 7	<b>30.24</b>	<b>15.27</b>

**TRUCK DRIVER** (continued)

Zone differential for Truck Drivers  
(Add to Zone A Base Rate)

Zone B	<b>.65</b> per hour
Zone C	<b>1.15</b> per hour
Zone D	<b>1.70</b> per hour
Zone E	<b>2.75</b> per hour

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

**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).

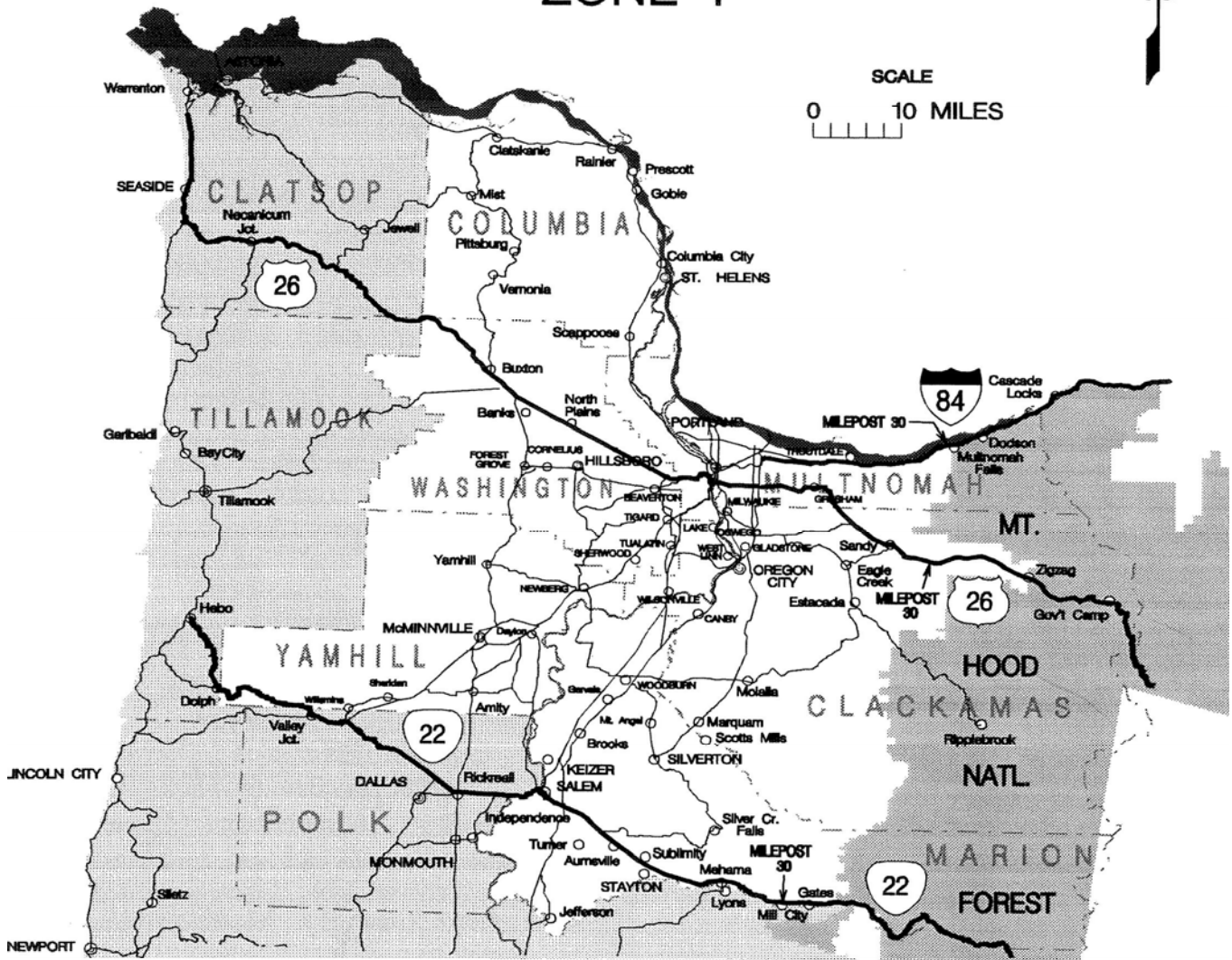
# POWER EQUIPMENT OPERATOR

## ZONE 1



SCALE

0 10 MILES





**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS  
PUBLICATION DATE: JULY 1, 2019**

**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, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 673-0839.

	<b><u>CONTRACTOR NAME</u></b>	<b><u>DATE PLACED</u></b>	<b><u>REMOVAL DATE</u></b>
1.	<b>A2Z Flagging LLC</b> 731 N Hayden Meadows Dr, #107 Portland, OR 97217	May 2, 2017	May 1, 2020
2.	<b>Atila, Inc.</b> 5305 River Road N., Ste. B Keizer, OR 97303	August 3, 2018	August 2, 2021
3.	<b>Christy C. Beaver</b> 2570 River Road Eugene, OR 97404	November 25, 2009	November 24, 2019
4.	<b>Beaver Flagging</b> 2239 Dakota Street Eugene, OR 97404	November 25, 2009	November 24, 2019
5.	<b>Kimberly Bell-Eddy</b> 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
6.	<b>Russ Brotnov</b> 22905 S Stormer Rd Estacada, OR 97023	January 5, 2017	January 4, 2020
7.	<b>Cameron Creations</b> <b>Steven Cameron</b> <b>Nancy Cameron</b> PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
8.	<b>Angela Canell</b> 6020 NE 33 <sup>rd</sup> Circle Vancouver, WA 98661	May 2, 2017	May 1, 2020
9.	<b>Carpentry Plus, Inc.</b> P O Box 998 Boring, OR 97009-0998	January 5, 2017	January 4, 2020
10.	<b>Gentry Ceniga</b> 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
11.	<b>Concrete Works, Inc.</b> 2425 Fischer Rd NE Salem, OR 97305	June 15, 2017	June 14, 2020

**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS  
PUBLICATION DATE: JULY 1, 2019**

	<b><u>CONTRACTOR NAME</u></b>	<b><u>DATE PLACED</u></b>	<b><u>REMOVAL DATE</u></b>
12.	<b>G &amp; K Masonry Inc.</b> 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
13.	<b>GNC Construction Services, LLC</b> 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015 July 21, 2018	July 20, 2018 July 20, 2021
14.	<b>Eugene Graeme</b> 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
15.	<b>Armond Harper</b> 4071 N Mississippi Ave., Apt. A Portland, OR 97227	May 30, 2017	May 29, 2020
16.	<b>Kim Bell Flagging, Inc.</b> 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
17.	<b>Mountain View Flagging, Inc.</b> 1122 NE 122 <sup>nd</sup> Ave Portland, OR 97230	September 26, 2016	September 25, 2019
18.	<b>Sang In Nam dba Cornerstone Janitorial Services</b> 130 NE Danbury Ave Hillsboro, OR 97124	September 20, 2016	Not to be Removed
19.	<b>Phoenix Construction Group, Inc.</b> 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
20.	<b>Portland Safety Equipment, LLC</b> 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
21.	<b>Bernadine Raiford</b> 424 NE Shaver Street Portland, OR 97212	September 26, 2016	September 25, 2019
22.	<b>R.B. Development Corporation Inc.</b> 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
23.	<b>SBG Construction Services LLC</b> 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
24.	<b>Cassie Seeley</b> 7991 Little Rd. SE Aumsville, OR 97325-9497	July 13, 2017	July 12, 2020

**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS  
PUBLICATION DATE: JULY 1, 2019**

	<b><u>CONTRACTOR NAME</u></b>	<b><u>DATE PLACED</u></b>	<b><u>REMOVAL DATE</u></b>
25.	<b>Irma Anita Starr</b> 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
26.	<b>Norman James Starr</b> 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
27.	<b>Alan Tatom</b> 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
28.	<b>Phillip Walker</b> 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
29.	<b>WCI Construction LLC</b> 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
30.	<b>WWJD Traffic Control, Inc.</b> 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**VAL HOYLE, COMMISSIONER  
OREGON BUREAU OF LABOR AND INDUSTRIES**









# **PREVAILING WAGE RATE FORMS**

<b>WH-38</b>	<b>Certified Payroll Form</b>
<b>WH-39</b>	<b>Public Works Fee Information Form</b>
<b>WH-40</b>	<b>Public Works Fee Adjustment Form</b>
<b>WH-81</b>	<b>Notice of Public Works</b>
<b>WH-118</b>	<b>Planned Public Improvement Summary</b>
<b>WH-119</b>	<b>Capital Improvement Cost Comparison Estimate</b>





**BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT**

**INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE  
PAYROLL/CERTIFIED STATEMENT FORM (WH-38)**

The Payroll/Certified Statement form (WH-38) may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate (PWR) Law. Although this form has not been officially approved by the U.S. Department of Labor (US DOL), it is designed to meet the requirements of the federal Davis-Bacon Act. For projects associated with the U.S. Department of Housing and Urban Development (HUD), contact the public agency (owner) associated with the project for assistance with payroll reporting.

Contractors are not required to use the WH-38 form in reporting their payroll; however, the contractor must provide all of the information contained in the form, including the certified statement on page two. The certified statement must be signed by the contractor, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties, and must be submitted with each weekly payroll report. Detailed instructions concerning the preparation of the form follow:

Complete the top third of the form. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the public agency (owner) associated with the project. The "Payroll No." is a US DOL requirement and represents the number of weeks the contractor performed work on the project.

**Column 1 – NAME AND ADDRESS:** The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls submitted unless the address changes. The US DOL requires an employee identification number for each individual employee, on each payroll submitted. This number may be, but does not have to be, the last four digits of the employee's social security number.

**Column 2 – CLASSIFICATION:** For assistance in determining the correct classification, use the Bureau of Labor and Industries' (BOLI's) publication "Definitions of Covered Occupations for Public Works Contracts in Oregon." On the WH-38, list the classification that is most descriptive of the work actually performed by the employee. Give the group number for those classifications that include such information. Indicate which workers are apprentices, if any, and give their current percentage, classification, and group number when applicable. If an employee works in more than one classification, use the highest rate for all hours worked, or use separate line entries to show hours worked and hourly rates for each classification.

**Column 3 – DAY AND DATE:** Enter the day of the week (M, T, W, Th, F, S, and Sn) in the top row of boxes, and the corresponding date below.

**HOURS WORKED EACH DAY:** Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over 10 in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of BOLI's publication, "*Prevailing Wage Rate Laws*."

Check the correct work schedule box to indicate the employee's weekly work schedule: 5/8 or 4/10. Enter the employee's regular hourly schedule for the week being reported next to the "Reg. Hrly. Schd: \_\_\_\_\_ to \_\_\_\_\_." For example: 7:00 a.m. to 4:30 p.m.

**Column 4 – TOTAL HOURS:** Enter separately the total number of straight time and overtime hours worked by the employee (in each classification, if applicable) on the PWR project during the week. The total number of straight time hours worked should be entered in the lower box ("ST"); the total number of overtime hours worked should be entered in the top box ("OT").

**Column 5 – HOURLY BASE RATE:** Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

**Column 6 – HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE:** Enter hourly fringe benefit amounts paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe benefit portion of the prevailing wage rate.)

**Column 7 – GROSS AMOUNT EARNED:** Enter the gross amount earned for work on the PWR project during the week. If part of the employee’s wages for the pay period were earned on projects other than the project described on the WH-38, or if the employee is paid less often than on a weekly basis, enter in column 7 first the gross amount earned on the PWR project for the week, then the total gross amount earned for the pay period. For example: \$567.84 / \$1,267.27.

**Column 8 – ITEMIZED DEDUCTIONS, FICA, FED, STATE, ETC.:** Enter deductions withheld from wages for the pay period. All deductions must be in accordance with the provisions of ORS 652.610 (and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. Stat. 967, 76 Stat. 357; 40 U.S.C 276c) on projects subject to Davis-Bacon Act). For projects subject to the Davis-Bacon Act, itemize the deductions.

**Column 9 – NET WAGES PAID:** Enter the total amount of net wages actually paid to the employee for the pay period. This figure can be calculated by subtracting the total deductions reported in Column 8 from the gross amount of wages for the pay period reported in the bottom portion of Column 7.

**Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFITS PARTY, PLAN, FUND OR PROGRAM:** Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund, or program, for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form. For information on how to calculate hourly fringe benefit credits, see Appendix A in the BOLI’s publication, “*Prevailing Wage Rate Laws.*”

**Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM:** Enter the name of the party, plan, fund, or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

### **CALCULATION CHECK**

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

1. For each classification listed in column 2, compute the sum of:
  - a) the hourly base rate of pay shown in Column 5,
  - b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
  - c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.
2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of BOLI’s publication, *Prevailing Wage Rates for Public Works Contracts in Oregon*.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR AND INDUSTRIES AT (971) 673-0838.

**NOTE: PAYROLL/CERTIFIED STATEMENTS ARE ONLY REQUIRED TO BE SUBMITTED TO THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT.**

**CERTIFIED PAYROLL AND OTHER FORMS ARE AVAILABLE ON OUR WEBSITE:  
[WWW.OREGON.GOV/BOLI](http://WWW.OREGON.GOV/BOLI)**

PRIME CONTRACTOR  SUBCONTRACTOR  PAYROLL NO. \_\_\_\_\_ FINAL PAYROLL

Business Name (DBA): \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Street Address: \_\_\_\_\_ Project Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Project County: \_\_\_\_\_

Date Pay Period Began: \_\_\_\_\_ Date Pay Period Ended: \_\_\_\_\_

**THIS SECTION FOR PRIME CONTRACTORS ONLY** **THIS SECTION FOR SUBCONTRACTORS ONLY**

Public Contracting Agency Name: \_\_\_\_\_ Subcontract Amount: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ Prime Contractor Business Name (DBA): \_\_\_\_\_  
 Date Contract Specifications First Advertised for Bid: \_\_\_\_\_ Prime Contractor Phone: ( ) \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_ Prime Contractor's CCB Registration Number: \_\_\_\_\_  
 Date You Began Work on the Project: \_\_\_\_\_

(1) NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	(2) CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)	(3) DAY AND DATE							(4) TOTAL HOURS	(5) HOURLY BASE RATE	(6) HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	(7) GROSS AMOUNT EARNED (see directions)	(8) ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	(9) NET WAGES PAID	(10) HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	(11) NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
		HOURS WORKED EACH DAY														
		OT														
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														
		OT														
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														
		OT														
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														
		OT														
		ST														
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.														

\*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

**CERTIFIED STATEMENT**

Date: \_\_\_\_\_

I, \_\_\_\_\_,  
(NAME OF SIGNATORY PARTY) (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_  
(CONTRACTOR, SUBCONTRACTOR OR SURETY)

on the \_\_\_\_\_; that during the payroll period

(BUILDING OR WORK)

commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been paid the

(MONTH) (YEAR)

full weekly wages earned, that no rebates have been or will be made either directly or

indirectly to or on behalf of said \_\_\_\_\_

(CONTRACTOR, SUBCONTRACTOR OR SURETY)

from the full weekly wages earned by any person, and that no deductions have been

made either directly or indirectly from the full wages earned by any person, other than

permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part

3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as

amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and

described below:

\_\_\_\_\_

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

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

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

\_\_\_\_\_  
(NAME AND TITLE)

\_\_\_\_\_  
(SIGNATURE AND DATE)

**In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT  
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.  
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.**



CONTRACT FEE SECTION  
PREVAILING WAGE RATE UNIT  
BUREAU OF LABOR AND INDUSTRIES  
800 N.E. OREGON ST., #1045  
PORTLAND, OR 97232-3601  
PHONE: (971) 673-0852  
FAX: (971) 673-0769

For Office Use Only: Project DB #: _____
---

### PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C) (D) or (E).

**PUBLIC AGENCIES:** Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

PUBLIC AGENCY: \_\_\_\_\_ AGENCY #: \_\_\_\_\_

AGENCY MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

AGENCY CONTACT PERSON: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_

PROJECT MANAGER NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

CONTRACT NAME (if part of larger project): \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_ DATE CONTRACT FIRST ADVERTISED: \_\_\_\_\_

DATE CONTRACT AWARDED: \_\_\_\_\_ CONTRACTOR CCB#: \_\_\_\_\_

CONTRACTOR BUSINESS NAME (DBA): \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CITY, STATE ZIP \_\_\_\_\_

CONTRACT AMOUNT: \$ \_\_\_\_\_ FEE AMOUNT DUE/PAID: \$ \_\_\_\_\_

If less than \$50K is it part of a larger project? yes no Contract amount x .001 = fee due

(Please duplicate this form for future use.)





**CONTRACT FEE SECTION  
PREVAILING WAGE RATE UNIT  
BUREAU OF LABOR AND INDUSTRIES  
800 N.E. OREGON ST., #1045  
PORTLAND, OR 97232-3601  
PHONE: (971) 673-0852  
FAX: (971) 673-0769**

<b>For Office Use Only:</b> Project DB #: _____
--

**PUBLIC WORKS FEE ADJUSTMENT FORM**

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

(As required by ORS 279C.825 and OAR 839-025-0210)

**PUBLIC AGENCIES:** Complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to BOLI, or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS \$250.00; THE MAXIMUM FEE IS \$7,500.00. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN \$100.00.**

**PUBLIC AGENCY:** \_\_\_\_\_ **AGENCY #:** \_\_\_\_\_

**AGENCY CONTACT PERSON:** \_\_\_\_\_ **PHONE :**( ) \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**CONTRACT NAME (if part of larger project):** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_ **PROJECT LOCATION:** \_\_\_\_\_

**CONTRACTOR/BUSINESS NAME (DBA):** \_\_\_\_\_

**CONTRACTOR CCB#:** \_\_\_\_\_ **DATE AWARDED:** \_\_\_\_\_

**FINAL CONTRACT/PROJECT AMOUNT:** \_\_\_\_\_ **FINAL FEE DUE:** \_\_\_\_\_

(Include all change orders and adjustments to the contract price) (Final Contract amount X .001)

**ORIGINAL CONTRACT AMOUNT:** \_\_\_\_\_ **INITIAL FEE PAID:** \_\_\_\_\_

(Original Contract amount X .001)

**TOTAL ADJUSTMENT:** \_\_\_\_\_ **BALANCE DUE\*:** \_\_\_\_\_

or

**REFUND DUE\*:** \_\_\_\_\_

\*Final contract fee less initial fee paid

<b>Sample Calculation:</b>			
<b>Final Contract Amount:</b>	<b>\$ 400,000.00</b>	<b>Final Fee Due:</b>	<b>\$ 400.00</b>
<b>Original Contract Amount:</b>	<b>- 300,000.00</b>	<b>Initial Fee Paid:</b>	<b>- 300.00</b>
<b>Total Adjustment:</b>	<b>\$ 100,000.00</b>	<b>Additional Amount Due:</b>	<b>\$ 100.00</b>

(Please duplicate this form for future use)



**BUREAU OF LABOR AND INDUSTRIES  
NOTICE OF PUBLIC WORKS**  
(For use by public agencies in complying with ORS 279C.835)

**For Office Use Only:**  
Project DB #: \_\_\_\_\_

**NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.**

**PUBLIC AGENCY INFORMATION**

Agency Name: \_\_\_\_\_  
Agency Division: \_\_\_\_\_ Agency # (if known): \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Agency Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION A:** To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

**CONTRACT INFORMATION:**

Project Name: \_\_\_\_\_  
Contract Name (if part of larger project): \_\_\_\_\_  
Project #: \_\_\_\_\_ Contract #: \_\_\_\_\_  
Project Manager Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project Location (Street(s), City): \_\_\_\_\_ Project County: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ If under \$50,000, is this contract part of a larger project? YES  NO   
If yes, total project amount: \$ \_\_\_\_\_  
Will project use federal funds that require compliance with the Davis-Bacon Act? YES  NO   
Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): \_\_\_\_\_  
OR If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(8)): \_\_\_\_\_  
Date Contract Awarded: \_\_\_\_\_ Date Work Expected to Begin: \_\_\_\_\_ Date Work Expected to be Complete: \_\_\_\_\_

**PRIME CONTRACTOR INFORMATION:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Construction Contractors Board Registration #: \_\_\_\_\_  
Name of Bonding Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Agent Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Payment Bond #: \_\_\_\_\_

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

Signature of agency representative completing form: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

**CONTRACT INFORMATION:**

Name of Project Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project #: \_\_\_\_\_  
Project Location (Street(s), City): \_\_\_\_\_ Project County: \_\_\_\_\_  
Total Project Cost: \$ \_\_\_\_\_ Amount of Public Funds Provided for the project: \$ \_\_\_\_\_  
Name(s) of Public Agency(ies) Providing Public Funds: \_\_\_\_\_  
Will project use federal funds that require compliance with the Davis-Bacon Act? YES  NO   
Date Work Expected to Begin: \_\_\_\_\_ Date Work Expected to be Complete: \_\_\_\_\_

**SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B)** (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure or improvement of any type **that uses \$750,000 or more of funds of a public agency**).

Date the public agency or agencies committed to the provision of funds for the project: \_\_\_\_\_

**SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C)** (a project for the construction of a privately owned road, highway, building, structure or improvement of any type **that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency**).

Total square footage of privately owned road, highway, building, structure or improvement: \_\_\_\_\_  
Percent of total square footage of the completed project that will be occupied or used by a public agency: \_\_\_\_\_  
Date the public agency or agencies entered into an agreement to occupy or use the completed project: \_\_\_\_\_

**SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D)** (a project that includes the construction or installation of a **device, structure or mechanism that uses solar radiation** on public property, regardless of project cost or whether the project uses funds of a public agency).

Date the public agency entered into an agreement for the project: \_\_\_\_\_

**SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E)** (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, **on real property that a public university listed in ORS 352.002 owns**).

Date the public agency entered into an agreement for the project: \_\_\_\_\_

Signature of agency representative completing form: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-3601  
Telephone (971) 673-0852 • FAX (971) 673-0769 • [pwremail@boli.state.or.us](mailto:pwremail@boli.state.or.us)



## PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
(Name of State or Local Government Agency)

PAGE \_\_\_\_ OF \_\_\_\_

Project Number, if applicable	Project Name	Project Location	Estimated Total On-site Construction Costs	Work Performed by Contractor or Agency?

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record.

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

Completed forms should be mailed to:

Prevailing Wage Rate Unit  
Wage and Hour Division, #1045  
Bureau of Labor and Industries  
800 N.E. Oregon St.  
Portland, OR 97232-2180

\_\_\_\_\_  
(Name of Agency Official)

\_\_\_\_\_  
(Signature of Agency Official)



981  
**PUBLIC IMPROVEMENT PROJECT COST ANALYSIS**

Contracting Agency: \_\_\_\_\_

Project Name/Number: \_\_\_\_\_

Department: \_\_\_\_\_

Estimated Construction Period: \_\_\_\_\_

ESTIMATED CONTRACTOR COSTS			
Item Description	Estimated Quantity	Unit Cost	Total Estimated Cost Per Item
<b>TOTAL OF ALL CONTRACTOR COSTS</b>			
\$			

ESTIMATED CONTRACTING AGENCY COSTS						
Labor	Equipment	Administration and Overhead	Tools and Materials	Cost of Any Contracts Agency Must Enter	Quality Control Testing	Any Other Necessary and Related Costs
<b>TOTAL OF ALL PUBLIC AGENCY COSTS</b>						
\$						

The above-named agency has determined that this project can be performed at the least cost by: \_\_\_\_\_ Agency \_\_\_\_\_ Contractor (check one)

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record. Form WH-118 (Planned Public Improvement Summary) may be used to list planned public improvements. This form (WH-119) may be used to report the agency's cost analysis.

Completed forms should be mailed to:

Prevailing Wage Rate Unit  
 Wage and Hour Division, #1045  
 Bureau of Labor and Industries  
 800 N.E. Oregon St.  
 Portland, OR 97232-2180

\_\_\_\_\_  
 (Name of Agency Official)

\_\_\_\_\_  
 (Signature of Agency Official)

The 2018 edition of the **Prevailing Wage Rate Laws Handbook** are now available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing BOLI at [pwremail@boli.state.or.us](mailto:pwremail@boli.state.or.us) or calling (971) 673-0838. Additional copies are available at cost, plus postage.

In addition to providing this and other PWR publications, the Bureau of Labor and Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <http://www.oregon.gov/boli/WHD/PWR/docs/pwrsched.pdf>.

Prior to responding below, please consider that all PWR-related information is available online at <http://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. If you are interested in receiving the handbook and/or being included on our mailing lists for future seminar notifications, please complete the form below and return it to the bureau's PWR Unit. You may mail this form to the address on the opposite side of the form, or fax it to (971) 673-2372.

- 
- Please send me the 2018 edition of the **Prevailing Wage Rate Laws Handbook**.
  - Please add me to the mailing list to receive information about BOLI PWR seminars.
  - Please add me to the e-mailing list to receive information about BOLI PWR seminars.

---

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

---

AGENCY OR CONTRACTOR BUSINESS E-MAIL ADDRESS (Please print clearly)

---

MAILING ADDRESS

---

CITY, STATE, ZIP

---

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place  
stamp  
here

BOLI - PREVAILING WAGE RATE UNIT  
800 NE OREGON #1045  
PORTLAND, OR 97232

## SPECIAL PROVISIONS

### PART 00100 - GENERAL CONDITIONS

Replace this PART of the Oregon Standard Specifications for Construction with the following:

**General Conditions for Construction for Marion County, v201907**, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> 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:

**00120.40(f) Disclosure of First-Tier Subcontractors** - Add the following sentence after the fifth bullet:

Submittal of the First-Tier Subcontractor Disclosure Form is required.

#### SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions.

#### 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's Responsibilities** - In the first sentence in the last paragraph, replace "may adjust the Utilities" with "may have the Utilities adjusted".

Add the following to the end of the bullet list:

- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952 - 001 - 0090(2)(c).
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues.
- If energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. Contractor shall maintain at least 10 feet of safety clearance.

**00150.50(f) Utility Information:**

There are no anticipated conflicts with the Utilities listed below:

Utility	Contact	Phone
1. Century Link	Marc Brieese	503-399-4521



2.	Comcast	Dave Hammill	503-584-5754
3.	Frontier	David Dodd	503-936-2091
4.	Northwest Natural	Chris Flu	971-271-3721
5.	PGE	Coordination Ctr.	503-463-4348
6.	Verizon	Alan Schafer	503-849-1390
7.	Wave	Orville McKenzie	503-710-7679

**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:

**00165.10(a) Field-Tested Materials** - Add the following paragraph 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.

**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:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Completion Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65
Traffic Lane Restrictions .....	00220.40(e)
Holidays and Special Events .....	00220.40(e)
Noise Control .....	00290.32

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 paragraph:

The Contractor shall submit a Type **B** schedule.

Add the following Subsection:

**00180.50(h) Contract Completion Time** - Complete all Work to be done under the Contract no later than April 30, 2020.

**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:

The amount of \$760 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.

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 General Conditions modified as follows:

**00190.20(f-2) Scale Without Automatic Printer** - Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$40.00 per hour.

**00190.20(f-3) Duties of Weigh Technician** - Delete the first two bullets

### **SECTION 00195 - PAYMENT**

Comply with Section 00195 of the General Conditions modified as follows:

**00195.10 Payment for Changes in Materials Costs** - Replace this subsection with the following subsection:

**00195.12 Steel Material Price Escalation/De-Escalation Clause** - Subsections 00195.12, 00195.12(a), 00195.12(b), 00195.12(c), and 00195.12(d) contain the price escalation/de-escalation clause relating to steel materials (as defined in 00195.12(d)) that is included in this Contract. This exclusive steel material price escalation/de-escalation clause, and the steel escalation/de-escalation program described in 00195.12 through 00195.12(d), are in effect for the life of this Contract regardless of the number of steel material Pay Items, if any, that are included, and whether or not the Contractor elects to participate in the steel escalation/de-escalation program according to 00195.12(d).

**(a) Steel Material Price Escalation/De-Escalation Participation** - The Contractor may select individual Pay Items to include in the steel escalation/de-escalation program from those Pay Items listed for this Project under 00195.12(d) by following the directions provided in 00195.12(d). The Contractor is not obligated to select any Pay Items. Before or within 5 business days after the date of the preconstruction conference, the Contractor shall submit in writing to the Project Manager the Pay Items selected by the Contractor to be included in the steel escalation/de-escalation program, in the manner required under 00195.12(d). If the Contractor fails to inform the Project Manager of Pay Items to include in the steel escalation/de-escalation program in the manner and within the time limits stated in 00195.12(d), or the Contractor otherwise elects not to participate in the program, the Contractor thereby elects not to participate in the program and forfeits all present and future rights to participate in the program for this Project.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this steel material price escalation/de-escalation provision will not limit those rights. Adjustment for

fluctuations in the cost of steel material will apply only to the Pay Items individually selected by the Contractor from the Pay Items listed under 00195.12(d), and will be made using the respective steel cost basis (CB) listed.

**(b) Monthly Steel Materials Value (MV) and Base Steel Materials Value (BV)** - The Monthly Steel Materials Value (MV) will be established by the Agency from the IDWPUSISTEEL1 Bureau of Labor Statistics (BLS), Producer Price Indexes (PPI) using non-seasonally adjusted indexes only. Preliminary numbers may be referenced on the IDWPUSISTEEL1 BLS PPI for 6 months or more before IDWPUSISTEEL1 BLS PPI determines they are final numbers.

The Base Steel Materials Value (BV) for this Project will be the MV published on the Agency website for the month of the bid opening for this Project. The agency will only publish values on the ODOT website for use after the IDWPUSISTEEL1 BLS PPI establishes the numbers as final numbers. The final values of MV and BV will be available at the Agency website. See the ODOT website page included with the Special Provisions for the website address where the final values of MV and BV are available.

The Agency has no control of when the IDWPUSISTEEL1 BLS PPI establishes final values. The Agency steel material price escalation/de-escalation adjustments made under 00195.12 through 00195.12(d) may not be reflected on payments made to the Contractor for up to 2 months after the IDWPUSISTEEL1 BLS PPI applicable values become final. This timing for steel material price escalation/de-escalation adjustments is an agreed term of this Contract and shall not constitute late payment under ORS 279C.570, nor shall the Agency be responsible to pay interest on any such steel material price adjustments.

If the Agency-selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MV each month. The MV will only apply to Pay Items selected by the Contractor and provided in writing to the Project Manager from the Pay Item list contained under, and in the manner and within the time limits required by 00195.12(d). The Agency does not guarantee that steel material will be available at any stated or implied materials price.

**(c) Monthly Steel Materials Price Adjustment** - If the Contractor has properly informed the Project Manager of Pay Items to include in the steel escalation/de-escalation program as required by 00195.12(a) and 00195.12(d), a price adjustment evaluation will be made for the Pay Items individually selected. No adjustments will be made using the BV or MV until such time as they are listed as final values by the IDWPUSISTEEL1 BLS PPI. The price adjustment as calculated in this provision for a given Pay Item will use the MV for the month the Work associated with that Pay Item is performed and added to the monthly progress estimate. A price adjustment for that Pay Item will only be made if the MV for the month the Work associated with the Pay Item is performed and added to the monthly progress estimate differs by more than 10% from the BV. A price adjustment will be made, as and when required by 00195.12 through 00195.12(d), only for the Pay Items, if any, that were selected by the Contractor in the manner and within the time limits required under 00195.12(a) and 00195.12(d).

The Monthly Steel Materials Price Adjustment will be determined as follows:

- If the MV is within 10% ± of the BV, there will be no adjustment.
- If the MV is more than 110% of the BV, then:
  - $PA = (((MV - BV) \div BV) - 0.10) \times (CB \times PIP)$
- If the MV is less than 90% of the BV, then:
  - $PA = (((MV - BV) \div BV) + 0.10) \times (CB \times PIP)$

Where:

PA = Price Adjustment, dollars  
MV = Monthly Steel Materials Value from BLS PPI for the month determined above  
(after becomes final)

- BV = Base Steel Materials Value from month of the bid opening (after becomes final)  
PIP = Amount paid for the Pay Item for the month for which the adjustment is made  
CB = Cost Basis for the applicable steel material, in percent (see 00195.12(d))

**00195.13 Asphalt Cement Material Price Escalation/De-escalation** - Delete this subsection.

#### **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.

#### **SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

Comply with Section 00225 of the Standard Specifications modified as follows:

Add the following subsection:

**00225.01(d) Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

**00225.41(b)(6) Existing Facility Sign Supports** - When mounting temporary signs on existing facilities, install signs as shown on the Standard Drawings or other mounting methods approved by the Engineer.

**00225.81 Temporary Signage** - Add the following sentence to the end of the paragraph that begins "The quantities of temporary signs will...".

No measurement of quantities will be made for "CONSTRUCTION VEHICLE DO NOT FOLLOW" signs.

**00225.90(a)(2) Temporary Protection and Direction of Traffic** - Add the following bullet to the end of the bullet list:

- Furnishing, placing, maintaining, moving, and removing pole base excavation covers.

**00225.91 Temporary Signage** - Add the following to the end of this subsection:

Payment will be made for not more than 2 sets of work area signs. All additional sets of work area signs will be at no additional cost to the Agency.

**00225.94 Work Zone Lighting** - Delete Pay Item (a) from the pay item list.

### **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

### **SECTION 00290 - ENVIRONMENTAL PROTECTION**

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

**00290.10 Staging and Disposal Sites** - Add the following to the end of this subsection:

Sign foundation excavation may be wasted on-site in rural areas. Excavation material must be evenly spread to a depth of no more than 3" and so that it doesn't result in obstructing ditch flow or ponding on the road. Mulch and seeding shall be applied to disturbed areas and exposed excavation material. Excavation in urban areas shall be removed from the site and disposed of.

No other sites may be used on this Project, including non-Agency sites. Areas of wetland, where noted on the plans, shall be delineated with orange plastic mesh fencing from the QPL for the duration of the work at that location. Remove the fencing when the work for the location is complete and the site has been restored to preconstruction conditions.

Restore the site by:

- Removing all imported fabric, rock, and other construction debris.
- Smoothing the ground.
- Reseeding or mulching, as directed, all disturbed earth.

Add the following subsection:

**00290.36(c) Nesting Lark** - Buena Vista sign locations #7 and #8 have a high probability for nesting Lark. To prevent harassment and disturbance during nesting season, signs shall be installed at these locations between **September 1 and April 14.**

**00290.41(c) Protect Wetlands** - Install orange mesh fence as shown on the plans to prevent inadvertent harm to wetlands.

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications.

### **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications.

### **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00930 of the Standard Specifications modified as follows:

**00930.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Triangular Base Breakaway Sign Supports	775

### SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

Add the following subsection:

**00940.12 Sign Coatings** - Furnish all signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

**00940.40 General** - Add the following sentence to the end of the paragraph that begins "Fabricate all components...":

For signs that require anti-graffiti coating, fabricate all components of each individual sign with sheeting and anti-graffiti coating from the same supplier to ensure that all components are compatible and are warrantable by the manufacturer.

**00940.90 Payment** - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for anti-graffiti coating of signs.

### SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications.

### SECTION 00998.00 - SOLAR POWERED AUTOMATED SIGNS

Section 00998, which is not a Standard Specification, is included in this Project by Special Provision.

**00998.00 Scope** - Furnish and install solar powered automated "CLOSED" signs as shown on the plans capable of continuous operation from 5:30 a.m. to 9:45 p.m. during the month of December, and for a period of not less than 22 calendar days.

Solar LED signs

- Solar panels and mounting brackets
- Sealed maintenance free batteries
- Control system back panel (side panel option)
- Control system enclosure with pole mounting brackets
- All hardware necessary to complete the installation

**00998.01 Definitions** -

**LED** – Light emitting diode

**MUTCD** – Manual on Uniform Traffic Control Devices

**00998.02 Submittals** - Submit product information for the Engineer's approval prior to ordering and installing solar powered automated sign units. Information shall include sizing of the solar panels based upon the sign load, and a batteries calculation demonstrating that the batteries will meet the operation duration described in Section 00998.00.

## Materials

**00998.10 General** - Furnish solar automated signs meeting the following requirements:

**Codes and Standards** - Materials, equipment and installation shall meet all applicable portions of sections 00920, 00940, 00960 and 02920 as modified by these Special Provisions and Plan Sheets.

**LED Display** - Furnish lunar white wide-angle InGaN light emitting diodes. The LED display must be legible for not less than 600 feet during darkness and 800 feet during daylight. It must be capable of continuing to function if one module fails.

**Enclosure** - Furnish 24 gauge steel or 0.06 aluminum enclosure that is UV resistant, with 1/2" drain holes, 8" on center on the bottom side. The cabinet shall have a 1/4" waterproofing neoprene gasket permanently attached on one face of the door. The exterior shall be powder coat paint interstate green with a flat black interior.

**Hardware** - Furnish galvanized steel or aluminum painted bolts.

**Controller** - Sign units shall communicate via cellular communications. Each unit shall come with a year of pre-paid cellular service from the manufacturer. Signs shall be capable of remote access through a web-based controller. Battery level and solar panel voltage shall be capable of being monitored through the web-based controller.

## Construction

**Installation** - Install solar panels facing true south, verify that the location is free of obstacles including trees and shrubs. Install wiring through 1" liquid tight conduit and junction boxes securely fastened to the sign support.

**Testing** - Provide manufacture's information and software to the Inspector. Marion County will test the remote operation of each sign before acceptance.

**Warranty** - Furnish a Manufacturer's Warranty for the automated sign system according to 00170.85(c-1) for a period of five years. The warranty starts on the date the Engineer accepts the work and authorized final payment. The warranty shall provide for replacement of equipment as necessary to restore full performance of the sign unit.

Under the warranty, if the sign unit fails to operate during the hours of 9:45 p.m. and 5:30 a.m. or if the cellular communication transmission interface malfunctions the sign unit will be deemed to have failed.

**Measurement** - The quantities of signs will be measured on the unit basis.

**Payment** - The accepted quantities of work performed under this section will be paid for at the Contract unit price, per unit measurement for the following:

Item	Quantity
Solar Powered Signs	Each

Payment includes the cost of all materials, labor, equipment, cellular service, software applications and software support, and any incidentals necessary to complete the work as specified.

## SECTION 01030 - SEEDING

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

**01030.13(f) Types of Seed Mixes** - Add the following to the end of this subsection:

Provide the following seed mix formulas:

**Water Quality Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity minimum)	x (% Germination) (minimum)	= (minimum)	Amount (lb/acre)
<i>Elymus glaucus</i> (Blue Wildrye)	<u>12</u>	_____	_____	_____	_____
<i>Hordeum brachyantherum</i> (Meadow Barley)	<u>6</u>	_____	_____	_____	_____
<i>Agrostis exarata</i> (Spike Bentgrass)	<u>6</u>	_____	_____	_____	_____
<i>Deschampsia cespitosa</i> Tufted Hairgrass	<u>6</u>	_____	_____	_____	_____

\* Oregon Certified Seed

**Lawn Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity minimum)	x (% Germination) (minimum)	= (minimum)	Amount (lb/acre)
<u><i>Festuca rubra</i> spp. <i>rubra</i></u> (Fine Fescue)	<u>120</u>	_____	_____	_____	_____
<u><i>Lolium perenne</i></u> (Perennial Ryegrass)	<u>240</u>	_____	_____	_____	_____
<u><i>Poa pratensis</i></u> (Kentucky Bluegrass)	_____	_____	_____	_____	_____
<u><i>Agrostis tenuis</i></u> (Colonial Bentgrass)	_____	_____	_____	_____	_____

\*\* Acceptable varieties (All of these varieties are trademarked):

**Fine Fescues:**

Creeping Red Fescue: Fortress, Ensylva

Chewings Fescue: Banner, Highlight, Koket, and Jamestown. Pennlawn and Cascade are acceptable only in Eastern Oregon.

**Perennial Ryegrass:**

Citation, Derby, Diplomat, Manhattan, Omega, Pennfine, Regal, and Yorktown II. Only Manhattan and Pennfine are acceptable east of the Cascades.

**Kentucky Bluegrass:**

Adelphi, Baron, Ben-Sun, Birka, Bonnieblue, Fylking, Galaxy, Glade, Majestic, Merion, Monopoly, Primo, Sydsport, and Victa.

**Colonial Bentgrass:**

Highland, Astoria, Exeter, and Holfior.



**01030.15 Mulch** - Add the following paragraphs and bullets to the end of this subsection:

Furnish straw mulch for all temporary roadside erosion control seeding.

### **SECTION 02010 - PORTLAND CEMENT**

Comply with Section 02010 of the Standard Specifications modified as follows:

**02010.20 Blended Hydraulic Cement** - Replace the paragraph that begins "Blended hydraulic cement..." with the following paragraph:

Blended hydraulic cement shall be either Type IS Portland Blast-furnace Slag Cement, Type IP Portland-pozzolan Cement, or Type IT Ternary Blended Cement according to AASHTO M 240, modified as follows:

Add the following paragraph to the end of this subsection:

Furnish blended hydraulic cement from the QPL.

### **SECTION 02050 - CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for liquid compounds, polyethylene films, and curing blankets used to cover concrete and other surfaces to retain moisture and to cure.

**02050.10 Liquid Compounds** - In the paragraph that begins "Furnish liquid membrane-forming...", replace "AASHTO C 309" with "ASTM C 309".

**02050.40 Liquid Evaporation Reducer Compounds** - Delete this subsection.

### **SECTION 02530 - STRUCTURAL STEEL**

Comply with Section 02530 of the Standard Specifications modified as follows:

**02530.70 Galvanizing** - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06% or 0.13 - 0.25%. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

### **SECTION 02560 – FASTENERS**

Comply with Section 02560 of the Standard Specifications.

### **SECTION 02690 - PCC AGGREGATES**

Replace Section 02690 of the Standard Specifications with the following.

### **SECTION 02690 - PCC AGGREGATES**

**Description**

**02690.00 Scope** - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

**02690.01 Definitions:**

**Coating** - Foreign or deleterious substances found adhering to the aggregate particles.

**Detrimental Materials** - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

**Nominal Maximum Size Of Aggregate** - One sieve larger than the first sieve that retains more than 10% of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

**Materials**

**02690.10 Materials** - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

**02690.11 Alternate Grading** - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

**02690.12 Acceptance of Aggregate** - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

**(a) Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

**(b) Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non-specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

**02690.20 Coarse Aggregate:**

**(a) Harmful Substances** - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	-	T 113	1.0

Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

**(b) Soundness** - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12% by weight.

**(c) Durability** - Coarse aggregates shall meet the following durability requirements:

Test Method	ODOT	AASHTO	Requirements
<b>Test</b>			
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

**(d) PCC Paving Aggregate** - In addition to requirements above, comply with the following:

**(1) Fracture** - Provide aggregate with at least two fractured faces on at least 50% of the particles retained on the 3/8", 1/2", 3/4", 1", and 1 1/2" sieves, as determined by AASHTO T 335.

**(2) Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10% by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

**(e) Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

**(1)** Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

**(2)** For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

**Table 02690-1**

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

**(3)** The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

**Table 02690-2**

Sieve Size	Separated Sizes					
	1" - No. 4	3/4"- No. 4	3/4"- 1/2"	3/4"- 3/8"	1/2"- No. 4	3/8"- No. 4
	Percent Passing (by Weight)					
1 1/2"	100	–	–	–	–	–
1"	90 - 100	100	100	100	–	–
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	–	–	0 - 15	–	85 - 100	–

3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**(f) Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-3**

**Gradation of Coarse Aggregates**

Sieve Size	Combined*	Separated	Separated	Separated
	Sizes	Sizes	Sizes	Sizes
	1 1/2" - No. 4	1 1/2" - 3/4"	1" - No. 4	3/4" - 1/2"
Percent Passing (by Weight)				
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

\* For 1 1/2" coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

\*\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**Table 02690-4**

**Gradation of Coarse Aggregates**

**Separated or**

Sieve Size	Separated	Combined	Separated	Separated
	Sizes	Sizes	Sizes	Sizes
	3/4" - 3/8"	3/4" - No. 4	1/2" - No. 4	3/8" - No. 8
Percent Passing (by Weight)				
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**02690.30 Fine Aggregates:**

**(a) Different Sources** - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

**(b) Harmful Substances** - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

**(c) Soundness** - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10% by weight.

**(d) Organic Impurities** - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

**(e) Sand Equivalent** - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

**(f) Sand for Mortar** - Sand for mortar shall conform to the requirements of this Section.

**(g) Grading** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-5**  
**Gradation of Fine Aggregate\***

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

\* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

\*\* See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

### SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

**02910.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for backing, sheeting, legend, anti-graffiti coating, reflectors, and hardware for sign installations.

Add the following subsection:

**02910.70 Anti-Graffiti Coating for Signs:**

**(a) General** - Use Anti-graffiti coating from the QPL. Apply anti-graffiti coating over both the background and legend sheeting, per the manufacturer's recommendation.

**(b) Acceptance** - Furnish a quality compliance certificate according to 00165.35, certifying that the anti-graffiti coating used is an acceptable product on the QPL.

**SECTION 03020 - EROSION MATERIALS**

Comply with Section 03020 of the Standard Specifications modified as follows:

**03020.10 Commercially Manufactured Compost** - Delete the second and third bullet.

**Compost Particle Size**

Sieve Size	Compost Type		
	Fine*	Medium*	Coarse**
	Percent Passing (By Dry Weight)		
3"	100	100	100
1"	99 - 100	95 - 100	90 - 100
3/4"	99 - 100	95 - 100	70 - 100
5/8"	95 - 100	90 - 100	70 - 100
1/2"	80 - 100	70 - 100	60 - 100
1/4"	75 - 100	70 - 90	30 - 60
* maximum 3 inch particle length ** maximum 6 inch particle length			

**Media Parameters**

Test	Test Method	Requirements		
Physical Contaminants*	TMECC** 03.08-A	Less than 1.0%		
Organic Matter	TMECC** 05.07-A	35% (Minimum)		
pH	TMECC** 04.11-A	6.0 to 8.5		
Soluble Salt Concentration	TMECC** 04.10-A	5 dS/m (Maximum)		
Total Carbon Total Nitrogen	TMECC** 04.02-D TMECC** 04.02-D	Carbon/Nitrogen Ratio		
		Fine	Medium	Coarse
		< 25:1	< 30:1	< 35:1
Stability	TMECC** 05.08-B	≤ 8		
Maturity	TMECC** 05.05-A	80% or Greater		
Moisture Content	TMECC** 03.09-A	35 - 60% (Wet Weight)		
* Man-made Inert ** Test Methods for Evaluation of Compost and Composting				

**03020.90 Acceptance** - Delete the second and third bullet.